

### **Objective**

To ensure the Shire bus is hired responsibly and safely.

#### **Policy Statement**

This Policy applied to the Hire of the Shire of Menzies bus (capable of seating 11 passengers):

- All booking to be made at the SHIRE OF MENZIES administration office.
- A standard booking is no longer than 3 days to ensure the bus is accessible to everyone. A longer term maybe negotiated on request.
- The key to be picked up from the administration office of Shire or from Depot office; the hirer need to provide an appropriately licenced driver 25 years or older.
- Bus return times are to be negotiated with the Shire.
- A bond will be charged and must be paid at the time of booking the bus to ensure confirmation of that booking. (See Fees & Charges for the current bond fee).
- The bond may be retained in the event that:
- a cancellation notice is not received should you decide against using the bus with no refund if the cancellation is less than 3 days before the intended date.
- the cleanliness of the bus is not satisfactory
- the hirer fails to pay the hire costs of the bus.
- The hirer is to ensure the inside of the bus is clean and tidy before returning the keys.
  If not clean, they will be required to clean the bus or a cleaning fee will apply. (See Fees and Charges)
- If the hirer picks up the bus in an unsatisfactory condition, the hirer must notify the Shire immediately.
- Damage or breakages which result from misuse by the hirer are the responsibility of the hirer and all replacement or repair costs will be charged to the hirer, repairs arising from normal usage are the responsibility of Council.
- The hirer is Responsible for the safety of all passengers at all times. The driver and passengers must be restrained in suitable seat belts at all times.

- Children who are of the age requiring a safety capsule or seat must be appropriately restrained.
- The hirer should check the oil, water and tyres before and after use.
- Children should be supervised by parents / guardians at all times.
- Smoking, consumption of food and drinking of alcohol or soft drinks is not permitted in the bus at any time.

In case of breakdowns of the bus, the hirer is to make every endeavour to return the bus to the Shire. The alternative transport of passengers becomes the sole responsibility of the hirer.

- When picked up, the bus will have full tank of diesel fuel.
- In the case of motor vehicle accident where the hirer is proven to be negligent, the hirer is liable for the insurance excess arising out of an insurance claim.
- In other circumstances where the driver is not at fault the Shure will pay the excess.
- The Shire retains the right: to change, alter or adopt new rules as they wish and to refuse use of the bus if they wish.

### -End of Policy

ADOPTED: 31 OCTOBER 2019

LAST REVIEWED: 17 DECEMBER 2025



### Contact Us

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## **COMMUNITY BUS HIRE AGREEMENT**

# **HIRER CONTACT DETAILS** Name/Organisation \_\_\_\_\_ \_\_\_\_\_\_Phone \_\_\_\_\_ Address \_\_\_\_ \_\_\_\_\_Mobile \_\_\_\_\_ Contact Person\_\_\_\_ **HIRE DETAILS** Date/s of Hire\_\_\_\_\_\_Period of Hire\_\_\_\_\_AM/PM on\_\_\_\_\_TO\_\_AM/PM on\_\_\_\_ Estimated Distance: \_\_\_\_kms Estimated Passenger No. \_\_\_\_ Start Meter Reading: \_\_\_\_\_ Final Meter Reading: **DRIVER** (Minimum Licence requirement is C class) Alternative Driver: Name: Address: Address: Licence No: Licence No: I have a copy and I am aware of the conditions applicable to the hire of the bus and herby agree to them forming part of this hire agreement. Signature of Hirer:\_\_\_\_\_ Date: \_\_\_\_ (Please complete the Hire/Drivers Report in the bus and return with keys) OFFICE USE ONLY Signed Hire Application Form

Copy of Agreement to Hirer Photocopy of Driver's Licence

Key Issued - Date \_\_\_\_\_

Booking in Calendar

Officer Name \_\_\_\_\_

ReturnedComments

### SHIRE OF MENZIES COMMUNITY BUS CONDITIONS OF HIRE

### These conditions shall form part of the agreement for the hire of the Community Bus:

- 1. A Hire Agreement Form is to be completed prior to the hire of the bus.
- 2. Keys are to be collected from the Shire Office during normal office hours.
- 3. The hirer shall be responsible for costs associated with malicious and wilful damage by passengers during this period of time.
- 4. The Hirer shall be responsible for the payment of the excess applicable to any insurance claim arising from the hire of the vehicle.
- 5. The Hirer shall be responsible for all damage/repair costs attributable to the negligence on the part of the hirer.
- 6. The Hirer shall ensure that the vehicle is returned at or prior to the designated time unless prior arrangements are made with the authorised person.
- 7. The Hirer shall nominate person/persons as the driver of the bus for the designated hire period and shall not allow any other person to act as bus driver.
- 8. The Hirer shall be liable for all repair/replacement costs associated with the vehicle in the event of an insurance claim being rejected due to the actions of the bus driver or a member of the hire group.
- 9. For the general comfort of all passengers, smoking is strictly **NOT** permitted on the bus.
- 10. The Hirer shall be responsible for the following in regard to the bus:
  - a) PRIOR TO USE
    - > Check the water, oil and tyre pressure
  - b) DURING USE
    - > Check the oil, water and the tyres at each fuel stop
  - c) AFTER USE
    - Return the bus with a full tank of DIESEL fuel and correct amount of oil.
  - d) KEYS
- Must be returned to the Office on the return date of booking unless prior arrangements are made with an authorised person. If outside office hours the keys and completed Hire form can be deposited in the pigeon hole located at the Shire Office main entrance (right hand side of the main door).
- e) CLEANING
  - On return the bus must be cleaned to the condition in which it was collected or the cost of cleaning will be charged to the hirer.
- f) DRIVER
  - To be supplied by hirer.
  - Drivers of the Community Bus will hold a current C class driver's licence.
  - > Will not consume alcohol or be under the influence of drugs for the duration of his/her time
  - > The name of the driver/drivers to be nominated on the Hire Agreement and the driver's licence to be sighted at the time of completing the Agreement (a copy to be retained at the Office)
  - > Shall complete the Hirer/Driver Report and return along with the keys.
- 11. Community Bus maximum seating capacity is twelve (12) including the driver.
- 12. In the case of break down the responsibility of the Shire is solely for the bus. The transportation of passengersshall be the responsibility of the Hirer.