

COMMUNITY BUS – HIRE AGREEMENT

APPLICANT

Name: _____

Address: _____

Telephone: Home: _____ Work: _____

Mobile: _____ Fax: _____

HIRE DETAILS

Date of Hire: ____ / ____ / ____ from ____ : ____ am/pm

to ____ : ____ am/pm

Bus Pick-up: ____ / ____ / ____ at ____ : ____ am/pm

Bus Return: ____ / ____ / ____ at ____ : ____ am/pm

Purpose of Hire: _____

Estimated Distance: _____ kms

Driver (The Shire requires a copy of the driver's licence on file so please either attend the office with it or scan and email)

Name: _____

Address: _____

Licence No: _____ Class: _____

Declaration

I agree to abide by the above rules, to be responsible for and indemnify the Wyalkatchem Shire Council for any loss or damage which may arise or be caused to or suffered by the Wyalkatchem Shire Council from negligence or because of any improper use by any person on the bus or because of an accident or by reasons which insurance is declined by the insurer, i.e. failure to hold prerequisite licence, driving under the influence of alcohol or drugs, overloading etc.

Signature of Hirer: _____ Date: ____ / ____ / ____

PLEASE ENSURE THAT THE FUEL TANK IS FULL AFTER USE
(Please complete the Hire/Drivers Report and return to Shire Office)

Office Use Only

Agreement Received & copy to Hirer

Date: ____ / ____ / ____ Officer: _____

Account Sent _____ Account Paid _____

SCAN & EMAIL TO general@wyalkatchem.wa.gov.au Date:

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 Shire of Wyalkatchem during work hours or after hours by negotiation with Shire.
3. The Hirer shall be responsible for all costs associated with malicious and willful damage by passengers during the period of hire.
4. The Hirer shall be responsible for the payment of the excess **(the first \$500.00)** 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 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 an authorised person. **(Note: An authorised person being; Shire of Wyalkatchem Office Staff)**
7. The Hirer shall nominate a person or persons as the driver(s) 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 **PROHIBITED** permitted on the bus.
10. The Hirer shall be **responsible** for the following in regard to the bus:
 - (a) **THE COST OF FUEL USED IS THE RESPONSIBILITY OF THE HIRER.**
 - (b) **The bus will be fully fueled when collected and must be fully fueled when returned. If the bus is not fully fueled when returned, the hirer will be charged the cost of fuel to fill it plus an administration fee of \$20.00.**
 - (c) **DURING USE** - Check the oil, water and the tyres at each fuel stop, or overnight.
 - (d) **AFTER USE** - Return the bus with a **FULL** tank of **diesel** fuel and the correct amount of oil at Hirers Expense
 - (e) **COMPLETED HIRE FORM** - Keys and Forms must be returned to Wyalkatchem Shire on the return date of booking unless prior arrangements are made with an authorised person (see 6).
 - (f) **KEYS** – Keys should be returned to the lock box located in the shed
 - (g) **CLEANING** - On return, the bus must be **cleaned** to the condition in which it was collected or the hirer may be charged for cleaning at the cost of \$150.00 per hour including GST (\$300.00 weekend).
 - (h) **FIRST AID KIT** - Any usage of the First Aid Kit **MUST** be reported to Wyalkatchem Shire upon return of the bus.
 - (i) **DAMAGES** - Any damage **MUST** be reported to Wyalkatchem Shire upon return of the bus.
 - (j) **DRIVER**
 - To be supplied by Hirer.
 - Drivers of the Community Bus must be registered with the Shire of Wyalkatchem as an Approved Driver.
 - The Driver **WILL NOT** consume alcohol or be under the influence of drugs for the duration of their time as driver.
 - 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 of both the agreement and the Hirer/Drivers licence will be retained at the Shire Office).
 - The Driver shall complete the Hirer/Driver Report and return to Wyalkatchem Shire along with the keys. (Unless prior arrangements have been made with regards to the drop off of the bus).
 - (k) **PAYMENT** - The Hirer has the option of paying for hire on return of the keys to Shire of Wyalkatchem or can be invoiced for payment by the Shire of Wyalkatchem.
 - (l) Cleaning Bond of **\$150.00 may be charged prior to the use of the Bus**. The Cleaning Bond will be refunded after inspection has been carried out, providing that the Bus was returned in a clean and satisfied state.
11. The Community Bus has a maximum seating capacity of twenty two **(22) including the driver**.
12. In the case of a breakdown, the responsibility of the Shire is solely for that of the bus. The transportation of passengers shall be the responsibility of the Hirer.

FEES AND CHARGES

Cleaning Bond (refundable subject to conditions)	\$150
Charge per km (excluding fuel)	\$0.92c per km inclusive of GST
Excess Charge (for damage)	\$500.00