INNER WEST COUNCIL
COMMUNITY BUS CONDITIONS OF HIRE

GENERAL INFORMATION
Inner West Council - Leichhardt offers the hire of 2 community buses.

**Wet hire** is defined as the hire of a bus with an operator (driver).

**Dry hire** is defined as the hire of a bus without an operator (driver).

### 21 seat bus available for hire
- Mitsubishi Rosa
- Can seat up to 21 passengers
- Is only available for Wet hire
- Provides an accessibility ramp onto the vehicle

### 11 seat bus available for hire
- Toyota Commuter
- Can seat up to 11 passengers
- Is available for Dry Hire – Refer to Conditions of Dry Hire
- Is used by Council to offer the Leichhardt Local Link service to the community and is therefore unavailable on Monday’s and Thursdays.

ELIGIBILITY GUIDELINES
Applications are assessed and prioritized against the following criteria:
- The group is non-profit and non-government (with the exception of Inner West Council operations).
- The group is based in the municipality and/or its members predominantly live in the municipality.
- The group is transport disadvantaged i.e.; cannot meet the costs of a commercial rate.
- The group meets the needs of aged, disabled, children, young people or disadvantaged residents.

BOOKING AND PAYMENT OF FEES
Bookings are coordinated through Councils Community and Cultural Services Section.
Bookings will be accepted upon order of receipt and are dependent upon bus and driver availability.
Inner West Council reserves the right to refuse any booking.

Confirmation of bookings will be provided to the applicant in writing.
Bookings for the following calendar year will be accepted once bookings open in approximately September each year.
Fees are based on Councils Schedule of Fees and Charges applicable at the time of your hire period.
A 25% surcharge will apply to all non-Inner West based community groups.
Minimum hire period is 3 hours.
Bookings for overnight trips will not be considered.

For the 21 seat bus, the hiring time starts from the Balmain Depot (Llewellyn St, Balmain) and includes a daily 30 minute bus safety check undertaken prior to the bus trip. The hiring time finishes with the bus arrives back to the Balmain Depot.

For the 11 seat bus, the hiring time starts from the Leichhardt Town Hall and includes a daily 30 minute bus safety check undertaken prior to the bus trip. The hiring time finishes with the bus arrives back to the Leichhardt Town Hall precinct.

Regular Hirers will be invoiced quarterly unless alternate arrangements are made with Council Officers. Casual Hirers will be invoiced after their booking.
Payments must be made within the terms of the invoice. Non-compliance with this may jeopardise future bookings.

CANCELLATIONS
All bookings cancelled without a minimum 5 working days will be charged a cancellation fee.

CONDITIONS OF DRY HIRE
Dry hire is only available for the hire of the 11 seat bus.
To be eligible for dry hire (hire without and operator), you must be a community organisation. For the hire of Inner West Council – Leichhardt community buses, a community organisation is defined as any association or company that is incorporated under the Associations...
Incorporation Act 2009 (NSW) or Corporations Act 2001 (Commonwealth).
Hirers applying for dry hire must complete and submit an Application for Dry Hire with their Booking Application Form. This includes agreement to the General Terms and Conditions outlined in the Vehicle Hire Agreement for Dry Hire of Community Bus.

DETAILS OF TRAVEL
For wet hire, drivers will be authorised Inner West Council employees with appropriate qualifications. Allocated pick up and drop off times will be adhered to, unless discussed prior to the trip with the driver. All travel must be on sealed roads. Travel arrangements must be nominated on the Booking Application Form. Unless prior arrangements have been made with Council Officers, the parameters for travel are:
- Gosford (to the north)
- Springwood (to the west)
- Wollongong (to the south)
In the event of an accident or injury incurred whilst on the Community Bus, passengers are fully covered by the Vehicles Green slip insurance.

CONDUCT AND SAFETY ON THE BUS
The supervision of all passengers is the responsibility of the Hirer. Smoking, consumption of food or drink or drugs or alcohol is not permitted on the bus. All passengers must behave in an orderly manner. The driver is not responsible for the care of aged people or the supervision of children or youth. Only hand luggage placed under the seat or in a designated storage area is able to be carried on the bus. All users must leave the bus in a clean and tidy condition. The Bus Driver holds a current First Aid Certificate and a first aid kit is provided on the Bus. If the driver believes on reasonable grounds that the conduct of a passenger is endangering the safety of any person, the driver of the bus must take such action as is appropriate (for example, removing a person from the bus or terminating the hire period).

PASSENGER LIMITATIONS – 21 SEAT BUS
The total number of persons travelling on the bus cannot exceed 22. This includes the driver. Due to the absence of appropriate safety restraints, children under the age of 18 months shall not be transported in the bus. The maximum number of children and the ratio of adults to children is as follows:
- 18 months to 2 ½ years
  - Maximum 12 children
  - At least 1 adult to 2 children
- 2 ½ years to 5 years
  - Maximum 15 children
  - At least 1 adult to 4 children
- 5 years to 12 years
  - Maximum 17 children
  - At least 1 adult to 10 children and not less than 2 adults
All passengers must be seated within the bus with a maximum of one passenger per seat and must wear a correctly adjusted seat belt.

PASSENGER LIMITATIONS – 11 SEAT BUS
The total number of persons travelling on the bus cannot exceed 12 persons. This includes the driver. A request for safety restraints must be made on the Booking Application Form so that they can be fitted correctly prior to the hire period. The safety restraints must remain fitted for the duration of your hire period.

DAMAGES
Where damage results from vandalism by the user, irresponsible use, or malicious damage, then it will be the responsibility of the Hirer to cover all costs incurred by Council in preparing it for further use. Future bookings may also be jeopardised. User means either hirer, applicant, occupant, and/or participants travelling in the bus.

BREACH OF CONDITIONS OF HIRE
In the event that there is a breach of the Conditions of Hire, the Hirer may be subject to damages as outlined above, costs as outlined above, civil and/or legal proceedings.