



INNER WEST COUNCIL

COMMUNITY BUS – CONDITIONS OF HIRE

Updated: 2026

1. ABOUT THE SERVICE

Inner West Council's community buses are available for hire by eligible community groups to support outings, events and social participation across the Inner West helping residents maintain social connection, access services and participate in community life.

Inner West Council offers the hire of two community buses:

21-Seat Bus – Mitsubishi Rosa

- Can seat up to 21 passengers
- Available for Wet Hire only
- Fitted with an accessibility ramp

19-Seat Bus – Toyota Coaster

- Can seat up to 19 passengers
- Available for Wet Hire and Dry Hire – refer to Conditions of Dry Hire (Section 5)
- Fitted with an accessibility ramp

Hire Types

- Wet hire – hire of a bus with a Council-employed driver.
- Dry hire – hire of a bus without a driver (19-seat bus only). Refer to Section 5.

2. ELIGIBILITY

Applications are assessed and prioritised against the following criteria:

- The group is not-for-profit and non-government (with the exception of Inner West Council operations).
- The group is based in the Inner West and/or its members predominantly live in the Inner West.
- The group is transport disadvantaged and cannot meet the cost of a commercial hire rate.
- The group supports older people, people living with disability, children, young people and other disadvantaged or vulnerable residents.

Where demand exceeds availability, priority may be given to groups demonstrating higher levels of transport disadvantage, limited alternative options or alignment with Council's Community Strategic Plan, Healthy Ageing Strategy, Disability Inclusion Plan and Reconciliation Action Plan.

3. BOOKING AND FEES

Bookings are coordinated through the Community Wellbeing Team.

- Bookings are subject to bus and driver availability.

- Confirmation of bookings will be provided to the applicant in writing.
- Inner West Council reserves the right to refuse or cancel any booking, including due to unsafe conditions, mechanical issues or unforeseen operational circumstances.
- Bookings for the following calendar year will be accepted once the booking window opens (approximately September each year).
- Minimum hire period: 3 hours.
- Overnight hire is not available.
- Hirers must discuss any accessibility requirements at the time of booking, Council will make reasonable efforts to accommodate these, however capacity and equipment limitations may apply.

Fees are based on Council's Schedule of Fees and Charges applicable at the time of hire.

A 25% surcharge applies to all non-Inner West based community groups.

Hire time for the 19-seat and 21-seat buses commences from the Balmain Depot (Llewellyn Street, Balmain) and includes a 30-minute pre-trip bus safety check. Hire time concludes upon the bus returning to the Balmain Depot. Council may maintain a waitlist for high-demand periods and will advise hirers where alternative dates or option may be available.

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 may jeopardise future bookings.

If the hirer is not ready at the agreed pick-up time, hire time will continue to be charged. Extended delays may result in cancellation of the service at Council's discretion.

4. CANCELLATIONS

All bookings cancelled with less than 5 clear working days' notice will be charged a cancellation fee in accordance with Council's Schedule of Fees and Charges. Please contact the Community Wellbeing Team to discuss cancellation terms.

Where Council cancels a booking, reasonable notice will be provided where possible and no fees apply.

5. CONDITIONS OF DRY HIRE

Dry hire is available for the 19-seat bus only. To be eligible for dry hire, the hirer must be a community organisation

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.
- Agree to the General Terms and Conditions outlined in the Vehicle Hire Agreement for Dry Hire of Community Bus.
- Hold a current and appropriate driver's licence for the class of vehicle being hired.
- Complete any induction or training required by Council prior to the hire.
- Be responsible for fuel costs for the duration of the dry hire period.
- Ensure that any person who will drive the bus during the dry hire period holds all licences, clearances, checks, approvals and probity requirements required by law and relevant to the hirer's activities and passengers.
- Ensure appropriate insurance coverage is in place, including public liability where applicable.

6. TRAVEL CONDITIONS

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 by the hirer in advance with the driver. All travel must be on sealed roads.

Council reserves the right to refuse or modify travel requests based on distance, duration, driver availability or operational constraints.

Operational limits may apply to the distance and area of travel – please discuss your travel plans at the time of booking.

The hirer is responsible for assessing the suitability of the activity and travel arrangements for its participants including any health, mobility or supervision requirements.

Travel arrangements must be nominated on the Booking Application Form.

7. INSURANCE AND LIABILITY

Council's vehicles are insured in accordance with NSW requirements. This includes Compulsory Third Party (CTP) insurance for personal injury. Hirers are responsible for any additional insurance required for their group or activities.

In the event of an accident or injury occurring whilst on the community bus, passengers are covered by the vehicle's CTP insurance for personal injury claims.

8. SECURITY DEPOSIT AND INSURANCE EXCESS

Council may require a \$500 refundable deposit for new hirers.

In the event of damage occurring while the bus is in the care of the hirer, the deposit may be applied toward Council's \$1,000 insurance excess. Any additional costs beyond the deposit remain payable by the hirer.

9. CONDUCT AND SAFETY ON THE BUS

The supervision of all passengers is the responsibility of the hirer.

Council drivers are transport operators only and are not able to provide personal care, lifting or manual handling assistance. Hirers are responsible for ensuring that passengers who require assistance, including use of the accessibility ramp, travel with appropriate support persons.

Not all mobility aids or assistance needs may be able to be accommodated on the bus. Hirers are encouraged to discuss specific requirements with the Community Wellbeing Team prior to booking to confirm suitability. Smoking, drugs and alcohol are not permitted on the bus. Consumption of food or drink is generally not permitted unless approved by Council or the driver under specific circumstances.

All passengers must behave in an orderly manner.

Serious or repeated behavioural issues may result in passengers being refused travel, the hire being terminated, or future bookings by the organisation being declined or cancelled. The hirer will remain liable for all hire charges in such circumstances.

Only hand luggage placed under the seat or in a designated storage area may be carried on the bus.

All users must leave the bus in a clean and tidy condition. Additional cleaning costs may be charged to the hirer where the bus is returned in an unsatisfactory condition.

The bus driver holds a current First Aid Certificate and a first aid kit is provided on the bus.

The driver has the authority to take any action reasonably necessary to ensure the safety of all persons on the bus, including refusing travel, directing passengers to leave the vehicle, or terminating the hire. Council will not be liable for costs or losses arising from such decisions when taken on reasonable safety grounds.

The hirer must provide a contact person available for the duration of the booking. Any incidents, injuries or safety concerns must be reported to Council as soon as practicable.

10. PASSENGER LIMITATIONS

The total number of persons travelling on the 21-seat bus cannot exceed 22 (including the driver). The total number of persons travelling on the 19-seat bus cannot exceed 20 (including the driver).

Due to the absence of appropriate safety restraints, children under 18 months of age shall not be transported on the bus.

The maximum number of children and required adult-to-child ratios are as follows:

Age Group	Max. Children	Adult-to-Child Ratio
18 months to 2½ years	12	At least 1 adult to 2 children
2½ years to 5 years	15	At least 1 adult to 4 children
5 years to 12 years	17	At least 1 adult to 10 children (minimum 2 adults)

All passengers must be seated with a maximum of one passenger per seat and must wear a correctly adjusted seatbelt.

11. MECHANICAL FAILURE AND BREAKDOWN

Wet hire: The Council driver will notify Council as soon as practicable and manage passenger safety at the scene. Council will make reasonable efforts to arrange alternative transport or a replacement vehicle where practicable. Council does not guarantee the provision of

replacement transport and will not be liable for any costs incurred by the hirer or passengers arising from the breakdown, including alternative transport costs or other losses.

Dry hire: The hirer is responsible for managing the situation, including passenger safety, and must notify Council as soon as practicable. The hirer is responsible for all costs associated with roadside assistance, towing or alternative transport. Council will provide reasonable guidance where possible but does not guarantee roadside assistance or replacement transport for dry hire bookings.

Hirers travelling outside the Sydney metropolitan area are encouraged to discuss contingency arrangements with the Community Wellbeing Team at the time of booking.

12. DAMAGES

Where damage results from vandalism, irresponsible use or malicious damage by the user, it will be the responsibility of the hirer to cover all costs incurred by Council in preparing the vehicle for further use. Future bookings may also be jeopardised.

“User” means either the hirer, applicant, occupant, and/or participants travelling in the bus.

13. BREACH OF CONDITIONS OF HIRE

In the event of a breach of the Conditions of Hire, the hirer may be subject to damages as outlined above, associated costs, and civil and/or legal proceedings.