

COMMUNITY BUS HIRE POLICY

Policy No: DCSB-FLM-08.01	Approved on: November 2022	Administered by: Manager of Business
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Classification: Fleet Management		
Strategic Plan link: Ensure compliance of relevant Council policies and procedures with legislative requirements.		
References and related Policies, Procedures and Forms: <i>Local Government Act 1999</i> <i>Liquor Licencing Act 1997</i> DCSB-HR-12.17 – Alcohol and Drugs Policy. DCSB-08-Form 01 – Community Bus application for hire DCSB-08-Form 02 – Community Bus checklist DCSB-06-Form 08 – Motor Vehicle accident form DCSB-12-Form 37 – Accident incident, injury, near miss report DCSB-08-SP-01 - Community Bus operation		

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1. Objectives

The Community Bus ("the Bus") is made available predominately for, but is not limited to, use by our community that support activities and programs which benefit our community.

Understanding the purpose of the bus is for the benefit of the community. Consideration for economic development initiatives will be assessed on a case-by-case basis by the Chief Executive Officer.

2. The Community Bus

The Bus is a Toyota Coaster, , with a seating capacity of 21 which includes the driver.

3. Application And Booking Procedure

Bookings for the Community Bus can be made by completing the [.\\..\\FORMS & TEMPLATES\08 FLEET MANAGEMENT\DCSB 08 Form 01 Community Bus Application For Hire.pdf](#) and will depend on availability of the bus.

Confirmation of the booking will not be complete until the application for hire form is completed by the group/person hiring the bus and the booking fee has been paid.

Council reserves the right to deny any booking.

Application forms are available on the Council Website and or at the Council Office located at 29 Alfred Terrace, Streaky Bay between normal office hours of 9.00 am and 5.00 pm, Monday to Friday, excluding public holidays.

4. Responsibilities of the Hirer

The applicant must organise their own driver(s).

Responsibility of the bus is transferred to the hirer once the keys are collected, the nominated driver(s) are the only persons who are authorised to collect, drive and return the bus to the agreed location at the agreed time. Any alterations to this must be notified to Council by contacting the Council Office on (08) 8626 1001

The bus is located at the Council Depot, situated on Jubilee Road, Streaky Bay. .

The hirer is responsible for the cleanliness of the bus (the consumption of food and drink (is at their discretion).

The hirer is responsible for returning the bus in a clean and tidy condition, ensuring:

- Rubbish is removed,
- Sweep and mop floor,
- Clean inside windows.
- Excess dirt to be removed from exterior

An hourly Cleaning Fee will be charged if the bus is in an excessively unclean condition, for the Cleaning Fee refer to Council's Fees and Charges Schedule, available on Councils website www.streakybay.sa.gov.au.

The hirer must ensure that the number of passengers in the bus does not exceed the number of passengers the bus is licenced to transport – i.e.: One person (adult or child) per single seat is permitted.

The hirer is responsible for ensuring the behaviour of every passenger is at all times, acceptable and nothing is permitted that is disorderly or unlawful.

Smoking is not permitted within 15 metres of a Council vehicle as per as per Council Policy, DCSB-HR-12.17 – Alcohol and Drugs Policy.

No animals are permitted in the bus with special exemption of service dogs including hearing or disability dogs with their owners.

5. Fees and Charges

Fees for hire of the bus are listed in Council's Fees and Charges Schedule, available on Council's website www.streakybay.sa.gov.au.

All hirers are required to pay a Booking Fee to secure their booking. This is non-refundable.

All invoices relating to charges and cleaning fees must be paid prior to further bookings of the bus being accepted from the same hirer.

6. Fuel Requirements

The Bus is hired with a full tank of diesel. For circumstances when fuel is required, a Fleet card is supplied and can be used at any nominated fuel stations. The driver is to ensure that the receipt for fuel is retained and kept with the logbook. The Fleet card and logbook are given to the hirer upon the collection of keys.

Where a nominated Service Station is not available, the hirer will be required to pay for the fuel. In this instance, the hirer **MUST** also retain a compliant tax invoice/receipt and present it to Council upon return and reimbursement shall be provided.

7. Servicing And Maintenance

Council shall be responsible for all servicing and maintenance. Council will not refund the cost of any unauthorised repair. In the event that unplanned/emergency servicing is required users should seek authorisation from Council. Council will arrange for the works to be completed, by either providing a purchase order or a charge to a Council credit card. The hirer may be required to pay if either of the above are not suitable for the Supplier, the hirer is to retain a compliant tax invoice/receipt for reimbursement by Council.

8. Drivers Responsibilities

The applicants nominated driver(s) must hold a current appropriate drivers licence (i.e.: Class LR, MR, HR or MC) and have completed the Declaration by Bus Driver section of the [W:\FORMS & TEMPLATES\08 FLEET MANAGEMENT\DCSB 08 Form 01 Community Bus Application For Hire.pdf](#). A copy of the nominated driver(s) licence is to be provided to Council.

Prior to use of the bus, the driver is required to inspect the bus. If any issues are identified, these should be reported to Council before taking the bus. Council may not necessarily be liable for any costs with regards to the bus after it leaves the Depot.

The driver must maintain a zero blood alcohol and drugs level in his/her system at all times, while he/she is driving or in control of the bus.

The driver must observe all traffic, and parking laws and regulations.

The driver is responsible for ensuring that the bus is locked when unattended and kept in a safe and secure environment whilst in the hirers care.

The driver is to ensure that the logbook provided in the bus is completed, recording the starting odometer reading and the end odometer reading. These odometer readings are used to charge the hiring fee.

The driver is to report any damage and or problems that may have occurred with the bus during the period of use. This will ensure that Council is able to maintain the bus in good working condition for other users.

9. Alcohol

Hirers are permitted to consume, supply or sell liquor on the bus **BUT** must be aware of the licensing requirements outlined below;

Information provided is obtained from Consumer & Business Services, Hirer's should check this website for updates prior to applying for application.

A limited licence is not required for the consumption of alcohol, if the bus is *being hired as a conveyancer hired vehicle (bus) on a self-drive basis and if all passengers are to be transported free of charge or other consideration.*

If you are intending to host a party or you are organising an event (or series of events) where liquor will be sold, you will need a limited licence

If you intend to "sell" liquor (as defined below) you will need a limited licence.

Sale of Liquor

You will need a short term liquor licence if you intend to sell, supply or permit the consumption of liquor

- At an event or function where you'll gain a commercial or financial benefit

Applying for a limited liquor licence

- Applications can be made at Online or download application form at –www.cbs.sa.gov.au
- Applications should be lodged 14 days prior to bus use
- Contact Consumer and Business Services – 131 882

DAMAGE AND UNFORESEEN CIRCUMSTANCES

Where damage to the bus is caused by the user, during the hire period, from vandalism, irresponsible use, or malicious damage then it will be the responsibility of that user to cover all costs, including insurance excess costs incurred by Council in repairing the bus for further use. Future access to the bus maybe denied if the bus is returned damaged.

In the case of a breakdown it is the user's responsibility to arrange for the bus to be taken to a mechanic. Any user may use RAA, only if they have personal cover. Prior to any repairs being done, you must seek authorisation from Council's Manager Infrastructure and Civil Works.

10. Accidents and Incidents

Notify the District Council of Streaky Bay immediately following any accident or incident on (08) 8626 1001. You are obliged to only give your name, address, the owners name and the name of the insurance company to other parties (if required). Make no statements and do not admit liability.

In the event of an accident involving another vehicle or property, the driver/hirer must obtain all necessary information including the description of the other vehicle, registration number, driver's name and address, owner's name and address, owner's phone number, insurance company and type of cover, damage to vehicle, any injured persons details and property damage etc.

You must notify the Police of any accident or incident involving a third party and you must record the number of the Police Report.

Ensure that you have enough details, including sketch plans to be able to complete the following forms, which are in a folder located in the side pocket of the driver's door:-

DCSB-FORM-06-08 Motor Vehicle Accident Form

DCSB-FORM-12-37 Accident Incident, Injury, Near Miss report

In the event of an accident both the vehicle and passengers are covered by Council's insurance, provided the authorised driver is driving the vehicle at the time and that no laws have been broken.

Any infringements incurred will be the responsibility of the driver at the time.

For Authorisations - Council contacts are:-

Council Office	8626 1001
Emergency Contact	0484 767 826
Urban Services Supervisor	0427 400 583
General Manager of Infrastructure	0429 677 540
General Manager of Business	0408 788 854

11. Indemnity

Responsibility of the bus is transferred to the hirer when the keys are collected.

The District Council of Streaky Bay shall not be responsible for any loss or damage to property and belongings to the hirer or any person using or travelling on the bus, under Council's hire agreement.

Council shall not be responsible for any injury or loss not covered by the Local Government Risk Services third party insurance.

Failure to comply with any of the requirements set out in this Policy will be regarded as a breach of the agreement giving the District Council of Streaky Bay the right to take legal action for recovery of any amount in due respect of such breach and/or review future bookings. Hirers who fail to comply with the above conditions may be financially liable.

12. Records Management

All records shall be kept and disposed of in accordance with Councils Records Management Policy & procedure and the current General Disposal Schedule.

13. Further Information and Policy Availability

This policy will be available for inspection at the Council offices listed below during ordinary business hours and available to be downloaded, free of charge, from Council's internet site: www.streakybay.sa.gov.au

District Council of Streaky Bay

29 Alfred Terrace

Streaky Bay SA 5680

Copies will be provided to interested parties upon request. Email dcstreaky@streakybay.sa.gov.au

14. Document History

Version No:	Issue Date:	Description of Change:	Date Endorsed
1.00	November 2011	First Version	18 November 2011