

DECLARATION

- I agree to be responsible for and indemnify the Shire of Cranbrook for any loss or damage that is caused to the bus either by negligence or improper use by any person.
- I understand that should the bus be booked by another user, shortly prior to or after my use, pick up and collection times will be amended, and I will be contacted by Shire staff.
- I also agree to observe all provisions of the Traffic Act, its Regulations and the conditions of hire applicable. It should be noted that to drive the Bus, it is necessary to hold a current **C Class Manual License**.
- I agree that if I wish to cancel this bus booking, I will do so in writing at least 24 hours prior to the proposed hire time. Failure to do so, will result in an administration charge being payable by me.

Please Note:

The driver requires an 'F' endorsement on their license if the driver is paid or is to receive other rewards for driving the bus. For example:

You transport passengers during working hours as part of your employment (this maybe incidental to your main employment).

- *You drive a vehicle hired by passengers who pay for your expenses through monetary or other means (e.g. meals, accommodation, admission costs etc).*
- *You are offered a consideration or reward to drive a passenger vehicle by an organisation of which you are not necessarily an employee.*

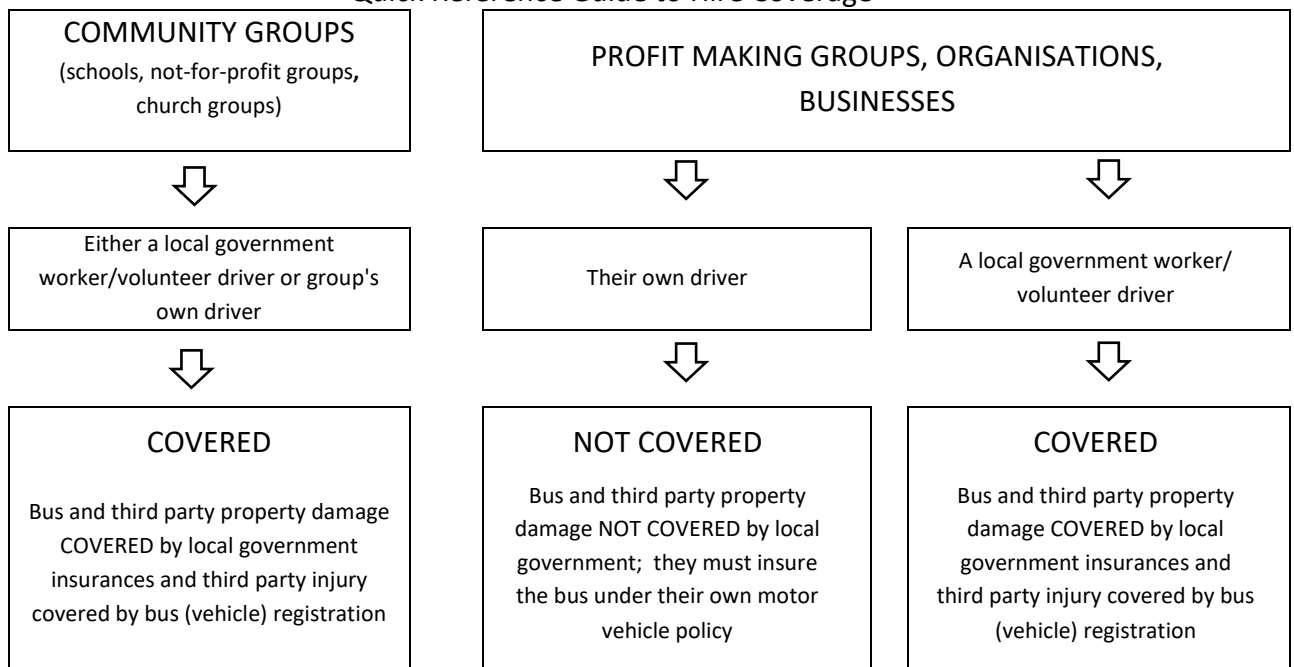
You do not require an F endorsement when you are receiving no reward for driving a passenger vehicle. For example:

- *You are a driver of vehicle hired by a sporting/community group and receive no reward for transporting the passengers*
- *You drive a vehicle as a volunteer (e.g. a vehicle hired for an excursion) and receive no reward.*

INSURANCE

Hire of the Community Bus to any profit making group, organisation, or business is NOT COVERED under the Shire of Cranbrook Insurance policy if the driver is being paid (even as part of their employment). These hirers must insure the bus under their own motor vehicle policy.

Quick Reference Guide to Hire Coverage



I hereby agree to hire the Community Bus under these conditions, pay all hire charges and/or additional costs associated with the hire of the Community Bus. I acknowledge that a deposit or part/full payment may be required prior to hire and that Council's decision on cleanliness is final.

I have read, understood, and agree to the above and attached conditions of hiring and cleaning the Community Bus.



Community Bus – Conditions of Hire

(This form must be retained by the Hirer for their information)

The community buses have been provided with the assistance of Lottery west and the Shire of Cranbrook. Hirers must read all of this form before use of the vehicle so that they are fully aware of all the terms and conditions of the Hire Agreement.

1. All bookings to be made at the Shire of Cranbrook Administration Centre or Frankland River Community Centre.
2. The keys are to be picked up at the designated office.
3. The log book must be filled in each time the buses are used.
4. If the hirer picks up the bus in an unsatisfactory condition, the hirer must contact the appropriate office immediately.
5. The user is to make sure the inside and outside of the bus is clean and tidy before returning the keys. If the bus is not returned in a satisfactory state, a \$50.00 cleaning fee will be charged (Council's decision on cleanliness of the bus upon return is final).
6. The user is responsible for refuelling the bus after use, if the bus is not full of fuel when it is returned the hirer will be charged for fuel as per the current list of Council's fees and charges.
7. Damages or breakages which result from misuse by the user are the responsibility of the user and all replacement or repair costs will be charged to the user. Repairs arising from normal usage are the responsibility of Council.
8. Keys to be returned to the designated office at the first available opportunity during office hours or as arranged prior to hire.
9. The hirer is responsible for the safety of all passengers at all times.
10. Smoking is not permitted in the bus at any time.
11. In the case of breakdowns of the bus, the hirer is to make every endeavour to return the bus to the bus depot and the alternate transport of passengers becomes the sole responsibility of the hirer.
12. During use the hirer should check the oil, water and tyres at regular intervals.
13. In the case of a motor vehicle accident where the hirer is proven to be negligent, the hirer is **liable to pay any excess** arising out of an Insurance Claim. In all other circumstances Council will carry the excess, providing there is no policy exclusion or condition imposed by the Council's insurer. For example if the driver is driving whilst under the influence of alcohol/drugs and they lose control of the vehicle, the vehicle leaves the road and collides with a house/other vehicle etc. The Police test and then charge the driver the insurer can invoke the policy exclusion for "driving under the influence". The Council's insurer will pay for damages (including third party damages) and then pursue recovery from the driver for the costs incurred. Some typical policy exclusions and conditions are: driving under the influence of alcohol and/or drugs, unlicensed drivers, not possessing a relevant class for the vehicle being driven, invalid license period, incorrect current address on license, conditions of license (P plates / wearing glasses), unpaid fines / penalties. Please note this list is not exhaustive and may include other exclusions and/or conditions.
14. If the Frankland River bus is required by the hirer in Cranbrook, it is the hirer's responsibility to arrange for pickup and return. Likewise if the Cranbrook bus is required by the hirer in Frankland River, it is the hirer's responsibility to arrange for pickup and return.

The Shire of Cranbrook retains the right to change, alter or adopt new rules / conditions as they wish. The Shire of Cranbrook has the right to refuse hire of the Bus.



Community Bus Hire Cleaning Checklist/Return Requirements

(This form must be completed by the Hirer and left in bus upon return)

- Wipe down all interior windows, surfaces, and seats
- Sweep and mop (if required) all floors
- Clear the floor of any rubbish and debris
- Fill tank with fuel (unless agreed to be charged at Shire rate for refill)

Please tick the below box if you require the shire to complete the cleaning for you or if the bus is not returned in a satisfactory state, a cleaning fee will be charged (Council's decision on cleanliness of the bus upon return is final).

I have completed the cleaning of the Cranbrook Community Bus to the best of my ability and confirm the bus is to be returned in the same condition it was hired.

Name: _____

Sign Here Please: _____