

Southern Highlands Community Transport Inc
Section 3 Service Delivery
Document 3.05-9-3 Spare Capacity – Conditions of Hire

Spare capacity can be legitimately utilised to meet the needs of individuals or groups who are transport disadvantaged but who fall outside the specific eligibility criteria for the particular program through which the resource is funded (primary funding source).

Southern Highlands Community Transport currently has a number of buses available to assist community groups and individuals to overcome transport disadvantage. Bookings for these vehicles can be made by telephoning 02 4872 3722 or call into our office at Unit 1/32-34 Priestley Street, Mittagong (Monday to Friday 9.00am to 5.00pm).

The Service is provided to assist people in the community who are 'transport disadvantaged' because of:

- Geographic isolation.
- Economic disadvantage.
- Physical incapacity (permanent or temporary – resulting in the ability to get to and from bus stops or enter or exit conventional vehicles unassisted).
- Social isolation due to diagnosed mental illness, behaviour difficulties and/or delayed development.
- The need to access community facilities which are not available within the hours when mainstream public transport operates.

The Service's buses are also available for hire by Community Groups where group travel is an integral part of their activities and where group activities would not take place without access to Community Transport vehicles. The buses may only be used for approved purposes and in accordance with the following Conditions of Use.

Conditions of Use

1. Buses are to be driven at a safe speed at all times.
2. Buses are not to be driven on roads/tracks that could cause damage to the vehicle or persons on board the bus.
3. All drivers MUST complete a registration form and lodge this together with a copy of their driver's licence, before driving this vehicle.
4. The driver must be over 25 years of age and hold a full and appropriate class of driver's licence (or greater).
5. Except in an emergency, the vehicle must not be driven by any person other than the person nominated at the time of approval.
6. New drivers are required to undergo a Driver Orientation organised by Southern Highlands Community Transport. Please note that if the wheelchair hoist is required for transportation, orientation is also required to operate the hoist safely.
7. No driver is to consume, or be under the influence of alcohol or illegal drugs at any time between pick up and return of the vehicle. A zero blood alcohol level is compulsory for all drivers.
8. Drivers using prescribed medications MUST notify the office prior to driving. Southern Highlands Community Transport reserves the right to consult with an appropriate source of medical expertise to confirm that prescribed medication will not compromise passenger safety.

9. The authorised driver must accept responsibility for the care, control and management of the vehicle from the time it leaves the depot until its return.
10. The bus should be returned full of diesel and cleaned thoroughly inside and out. These are the responsibilities of the User Group. Community Transport reserves the right to request a \$60.00 cleaning fee from User Groups who do not comply with this condition.
11. The authorised driver must ensure that the vehicle is locked and secured whenever it is left unattended.
12. A log sheet will be supplied with the vehicle and must be completed fully before the vehicle is returned.
13. User Groups may be asked to pay a deposit of \$120 per day to confirm their booking. Invoices will be issued at the end of each month based on the following:
 - Hiring Fee
 - Any additional kilometres over 100 Km
 - Fuel charge and any out of pocket expenses: i.e. tolls, parking
 - Cleaning fee if applicable
14. Arrangements for pick up and return of keys are to be made with Southern Highlands Community Transport at the time of booking.
15. Smoking, drinking, eating and/or consumption of alcohol are not permitted on the vehicle.
16. The number of passengers must not exceed:

Toyota 1	18 plus driver
Mitsubishi Rosa 1	21 plus driver
Mitsubishi Rosa 2	22 plus driver
Mitsubishi Rosa 3	24 plus driver
Mitsubishi Rosa 4	21 plus driver
Mercedes Sprinter 1	9 plus driver
Mercedes Sprinter 2	11 plus driver
Mercedes Sprinter 3	9 plus driver
17. Where there is a tow bar and ball fitted this can be used by groups to pull a trailer, if the Individual or Group has received prior permission from Southern Highlands Community Transport.

The Individual or Group, at the time of making the request must provide the registration details for the trailer and advise the purpose. The trailer must be attached by both the ball and safety chain to the vehicle by the Individual or Group. Southern Highlands Community Transport accepts no liability for either the Individual's or Group's trailer or the trailer's contents.

Where there is NO tow bar and ball, it is prohibited to attach any fixture to the vehicle and therefore cannot be used.
18. The vehicle is not to be used in any competition or rally.
19. All loose luggage and other items and personal effects are to be stowed securely whilst the vehicle is in motion.
20. The authorised driver must remain the driver of the bus at all times except in the case of extreme emergency, i.e. sickness etc. In the case of such an emergency,

the occurrence is to be reported to Southern Highlands Community Transport as soon as possible.

21. In the event of an accident, drivers are to follow procedures outlined in the Driver Procedure Manual. All accidents and any damage, no matter how minor, must be reported to the office. Accidents must also be reported to the police in accordance with the Motor Traffic Act.
22. In the event of a breakdown or accident, neither Southern Highlands Community Transport Management Committee nor the Wingecarribee Shire Council will be responsible for the provision of, or payment for alternative transportation or accommodation.
23. The buses are comprehensively insured by Southern Highlands Community Transport together with third party personal injury insurance. User Groups will be responsible for payment of the insurance excess in the case of an 'at fault' accident and a penalty payment of \$500.00 to cover loss of income / availability.
24. All hire groups must be covered by their own Public Liability insurance policy to cover their members from causes other than a motor vehicle accident. This Public Liability Insurance Policy must be sighted by Southern Highlands Community Transport before vehicle use.
25. All damages incurred or faults noted must be reported to Community Transport.
26. User Groups are responsible for any interior damage and the cost of replacement and repairs. Vandalism or malicious damage to the vehicle resulting from the group/driver's negligence will be charged to the group responsible.
 - Mitsubishi Rosa Buses and the Toyota Coaster have been fitted with an emissions cleaning system. When the yellow warning light comes on the dashboard, the bus must be stopped within 30 kilometres (not in a dry grass area - because a grass fire may occur because of the heat) and the emission cleaning system commenced. Failure to do this procedure will result in the bus losing power and any cost to repair the bus will be incurred by the user group.
27. Southern Highlands Community Transport buses are not licenced to carry standing passengers. User Groups are responsible for the conduct of passengers which also includes the compulsory wearing of seat belts.
28. If the vehicle is kept overnight by a User Group, details of garaging arrangements must be submitted.
29. In the event of a late cancellation (i.e. less than 24 hours), Southern Highlands Community Transport reserves the right to charge a late cancellation fee equivalent to the minimum daily hire fee.
30. It is the responsibility of User Groups to ensure that these conditions are adhered to at all times.
31. Vehicles are to be parked at Southern Highlands Community Transport in accordance with the parking signs.
32. A User Group deliberately contravening the Conditions of Use could be disqualified from further use of hiring a bus.

DOC 3.05-9-3 Spare Capacity – Conditions of Hire				Date Approved	
Date Document due for review	Date Document Reviewed:	Amendments	Positions informed/trained in amendments	Method	Date
2016	10/2/16	Existing Conditions of Hire included as a document	Office Staff / Bus Coordinators	Management Committee	18/2/16
2018	14/4/16	Amend late cancellation fee and seating capacity of sprinter 1	As above	Management Committee	19/5/16
2018	1/10/16	Amended Cancellation Fee (Clause 29)	Office Staff	Team Meeting	17/11/16
2018	17/11/16	Added penalty payment for loss of income / availability (Clause 23)	Office Staff	Management Committee	17/11/16
	December 2017	Cancellation fee updated with Annual Increase	All staff	Management Committee	14/12/17
2020	May 2018	Clauses 10, 13 and 29 amended	All staff	Management Committee	17/5/18
2020	Jan 2019	Clauses 13 & 29 rates updated	All staff	M'gmt C'tee	13/12/18
2020	June 2019	Clause 17 to permit towing. Clause 29 cancel fee updated.	All staff	M'gmt C'tee	18/7/19