

## Conditions of Hire

### 1. BOOKINGS

1.1 Requests for hire should be made by completing and submitting a

- (a) Bus Hire – Hirer Details Form (One-off);
- (b) Bus Hire Booking Request Form (one for each occasion on which bus hire is requested).

1.2 Arrangement of itineraries are the responsibility of the hirer.

(a) Itineraries must be organised to enable buses to leave from and return to the HKCT office (at Turramurra) between 8.30am - 4.30pm unless prior written agreement has been made with HKCT.

(b) Hirers must advise HKCT of final itineraries at least two (2) weeks in advance of the hire date.

1.3 Submission of a Bus Hire Booking Request Form does not constitute a confirmed booking.

1.4 The booking will be confirmed by HKCT either verbally or via email when vehicle availability has been determined and the Bus Hire Booking Request has been accepted, which, together with these Terms and Conditions, form the Bus Hire Agreement.

1.5 In the event of a vehicle being out of service due to unforeseen circumstances, HKCT reserves the right to cancel a service on any given day without liability. Where possible, HKCT will provide a replacement vehicle or refund the cost of the unused kms to the hirer.

1.6 Vehicles must not be driven to any destination, nor used for any other purpose other than that identified in the Bus Hire Agreement.

1.7 HKCT vehicles are only to be driven by HKCT drivers.

### 2. VEHICLES

2.1 The vehicles do not have storage for large amounts of luggage. No luggage is permitted in the bus aisle. Hirers are permitted to take hand luggage only on the vehicle.

2.2 HKCT retains the right to allocate the most appropriate vehicle available on each day of hire.

2.3 It is prohibited:

- (a) to smoke, eat or drink (with the exception of water) in the vehicle.
- (b) to carry a greater number of persons than the number of seatbelts provided in the vehicle and/or for a purpose for which the vehicle was not designed and constructed.
- (c) to carry any inflammable, explosive or corrosive materials in the vehicle.
- (d) to use the vehicle in contravention of any legislation or a regulation controlling vehicular traffic.
- (e) to carry animals in the vehicle (except guide dogs).
- (f) to use the vehicle in a dangerous manner or for illegal purpose or when it is damaged or unsafe.

### 3. SECURITY, SAFETY AND REPAIR

3.1 HKCT reserves the right to refuse access to persons who it reasonably believes may pose a risk to the safety or well-being of other passengers, HKCT staff, themselves or the general public.

3.2 The hirer must and must ensure that its passengers follow any reasonable instruction given by HKCT or the driver relating to the vehicle.

3.3 The hirer is responsible for the behaviour of passengers and to ensure that there is no consumption of alcohol or illegal substances in the vehicle at any time.

3.4 The hirer is responsible for ensuring children in the vehicle are supervised at all times by a responsible adult and that they are restrained/seated as required by law.

3.5 The hirer is responsible for ensuring all rules and regulations required by law are implemented, including but not limited to ensuring seat belts are worn by all passengers while the vehicle is in motion.

3.6 HKCT retains the right to determine the cost of any damage and or extra cleaning necessary, following a hire. Costs plus any penalties incurred shall be payable by the hirer within 14 days of the HKCT's determination.

3.7 The hirer must ensure a safe pick-up and drop-off point for passengers and HKCT vehicles.

### 4. COSTS

4.1 Cost for hire will be quoted by HKCT at the time of booking (for the first 100kms then an additional cost per km for each km thereafter). This amount can be paid on the day of hire (cheque only) or following receipt of invoice (by cheque or EFT). Cheques are to be made payable to Hornsby Ku-ring-gai Community Aged/Disabled Transport Service Inc. The calculated distance travelled (in kms) includes travelling from the HKCT office (in Turramurra) to the pickup address, and from the return address back to the HKCT office.

4.2 Cancellations made less than 1 week prior to the date of hire will incur a cancellation fee.

4.3 These costs are subject to change, in line with costs associated with operating the service.

### 5. RETURN OF VEHICLE

5.1 The hirer must and must ensure that its passengers do not impact upon the ability of the HKCT driver to return the vehicle to the HKCT office address:

- (a) during business hours of the HKCT office, by the time due where stated in the Bus Hire Booking Request, unless the hirer has requested an extension before the time due in and it has been agreed to by HKCT; and
- (b) if the hirer returns the vehicle outside of the HKCT office's business hours due to the hirer or its passengers, the hirer will not be deemed to have returned the vehicle and the hire charges will continue until the HKCT office next opens for business. An additional fee will apply to late returns.

### 6. TERMINATION OF THE BUS HIRE AGREEMENT

6.1 HKCT may terminate the Bus Hire Agreement and require the immediate return of the vehicle, without notice, if HKCT has a reasonable ground to believe that:

Terms and Conditions set out in the Bus Hire Agreement apply at all times.

## Conditions of Hire

(a) the hirer has breached any of these terms and conditions which breach can reasonably be considered serious, and:

- (i) the breach cannot be remedied; or
- (ii) the breach can be remedied and the breach has not been remedied within a reasonable time of HKCT notifying the hirer of the breach; or

(b) It is likely that the hirer or its passengers may cause damage to the vehicle or harm to a person or damage to property through the hirer's use of the vehicle.

**6.2** In any case in clause 6.1, the hirer must pay all other costs and charges under the Bus Hire Agreement.

## 7. HIRER'S LIABILITY

**7.1** The hirer agrees to compensate HKCT for any new loss or damage sustained or resulting from the hirer's use of the vehicle where the conduct of the hirer or the passengers has caused or contributed to the loss or damage.

**7.2** In the event of HKCT suffering any loss as a consequence of the hirer's use of the vehicle, the hirer is liable for the following:

- (a) the reasonable cost of repairs to the vehicle or the finance payout value of the vehicle at the time of loss whichever is the lesser provided the finance payout value is not less than the market value of the vehicle at the time of loss in which case the market value of the vehicle shall prevail;
- (b) the reasonable legal expenses, appraisal and assessment fees, towing and vehicle recovery, storage and service charges;
- (c) the damage or consequential third party damage to the property of any person, which arises from or is contributed to by the hirer's use of the vehicle; and
- (d) the loss of use of the vehicle including HKCT's consequential loss.

**7.3** Where the hirer has identified a third party responsible for the damage and HKCT has been able to obtain full compensation from the third party, HKCT will not hold the hirer liable to compensate it for the damage.

## 8. HIRER'S OBLIGATION TO INDEMNIFY HKCT

**8.1** HKCT's services come with non-excludable warranties under consumer protection legislation that they will be provided with due care and skill and be reasonably fit for purpose. Subject to HKCT meeting these obligations the hirer agrees:

- (a) to release and indemnify HKCT from and compensate it for any claim the hirer makes for loss or damage of any personal property which has been:
  - (i) stored in the vehicle;
  - (ii) stolen from the vehicle;
  - (iii) otherwise lost during the Hire Period;
  - (iv) left in the vehicle after it has been returned to HKCT; or
  - (v) stored or left at HKCT's premises;

(b) to indemnify HKCT for any third party claims arising from the hirer's use of the vehicle if the claim arises from the hirer's breach of the Bus Hire Agreement.

## 9. HIRER'S OBLIGATION IN CASE OF AN ACCIDENT OR ANY CLAIM

**9.1** Where the use of the vehicle by the hirer results in an accident or claim, or where damage or loss is sustained to the vehicle or any third party property or if the vehicle has been stolen, the hirer must:

- (a) complete and furnish to HKCT within a reasonable time any statement, information or assistance which HKCT or its insurer may reasonably require, including attending at a lawyer's office and at court to give evidence. The hirer's reasonable expenses will be reimbursed;
- (b) not make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability;
- (c) permit HKCT or its insurers at its own cost to bring, defend, enforce or settle any legal proceedings against a third party;
- (d) forward to HKCT any claims or correspondence from third parties within seven (7) days of receipt.

## 10. SEVERABILITY

**10.1** In case any clause or part of a provision of these Terms and Conditions are invalid, illegal, unlawful or otherwise being incapable of enforcement, that clause or part of a clause shall be read down only to the extent necessary to make it valid, legal, lawful or enforceable; and

**10.2** If it cannot be read down, it is deemed to be severed from these Terms and Conditions and of no force and effect, and:

- (a) all other clauses or parts of clauses of these Terms and Conditions shall nevertheless prevail and remain in full force and effect, be valid and fully enforceable and
- (b) no clause or parts of clauses of these Terms and Conditions shall be construed as being dependent upon another clause or part of a clause unless so expressed herein.

## 11. PRIVACY POLICY

**11.1** The HKCT website has a Privacy Policy which outlines HKCT's personal information management practices including how HKCT intends to collect, use or disclose the personal information it holds about the hirer in Australia.

**11.2** The Privacy Policy can be accessed at <http://communitytransport.org.au/wp-content/uploads/POL-3.06-Privacy-Confidentiality.docx>. When the hirer provides HKCT with information in accordance with the Privacy Policy, the hirer consents to HKCT's use and disclosure of that information in accordance with the Privacy Policy.

Terms and Conditions set out in the Bus Hire Agreement apply at all times.