

# Bus Hire Application

This Winton Shire Council Bus Hire Application form is to be completed and returned for approval prior to taking delivery of a bus. For questions in relation to the completion of this form please contact the Winton Shire Council Administration Office or call 07 4657 2666.

## Hirer Information

Organisation	<input type="text"/>
Postal address	<input type="text"/>
Contact name	<input type="text"/>
Contact phone	<input type="text"/>
Contact email	<input type="text"/>

## Vehicle required

Bus 1	<input type="checkbox"/>	Toyota Coaster, diesel, seating capacity of 21 seats (including driver), fitted with seatbelts and manual gearbox.		
Bus 2	<input type="checkbox"/>	Toyota HiAce, diesel, seating capacity of 11 seats (including driver), disabled access, fitted with seatbelts and manual gearbox.		
Trailer	<input type="checkbox"/>	Swag trailer		
Start	Date	<input type="text"/>	Time	<input type="text"/>
Finish	Date	<input type="text"/>	Time	<input type="text"/>

## Destination and purpose of journey

<input type="text"/>
<input type="text"/>
<input type="text"/>
<input type="text"/>

## Driver 1 details

Name	<input type="text"/>
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## Licence details

Date of birth	<input type="text"/>	Expiry Date	<input type="text"/>					
Licence Type	<input type="checkbox"/> C	<input type="checkbox"/> LR	<input type="checkbox"/> MR	<input type="checkbox"/> HR	<input type="checkbox"/> HC	<input type="checkbox"/> MC	State	<input type="text"/>
Driver's authorisation	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, number	<input type="text"/>			
National Driver Work Diary authorisation	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No					



## Driver 2 details

Name

## Licence details

Date of birth

Expiry Date

Licence Type

C

LR

MR

HR

HC

MC

State

Driver's authorisation

N/A

Yes

No

If yes, number

National Driver Work Diary authorisation

N/A

Yes

No

## Driver Conditions of Hire

I hereby declare I have read and understood the *Conditions of Hire for Council's Community Buses* and agree to abide by them.

I will read the manufacturers manual and familiarise myself with all the features of the vehicle and be confident that I have the skills to drive the vehicle on unsealed/sealed roads.

I will practice manoeuvring / driving the vehicle prior to driving with children on board (if applicable).

I hold a valid Driver's Licence and am suitably licenced to drive the vehicle.

I will keep a National Driver Work Diary as required by the Heavy Vehicle National Law and I will abide by all laws relating to fatigue management including the Heavy Vehicle National Law, Heavy Vehicle Fatigue Management National Regulation and Transport Operations (Passenger Transport) Standard 2010. I understand my duty of care and that failure to follow the law and any applicable policy and guidelines may result in me being declared ineligible to drive the vehicle. Further, if undertaking more than 100km from your base (starting point) (as defined in the Heavy Vehicle National Law, I will keep a record of my fatigue breaks.

I agree to abide by the road rules, and any fines or parking tickets are my responsibility.

I understand that any breach of Conditions of Hire could result in refusal of further use of any Winton Shire Council facilities / equipment / plant.

I will complete the Vehicle Checklist with a Council Employee upon collection and return of the bus.

A copy of my Drivers' licence and Driver Authorisation is attached to this application.

I have undertaken a Council Plant Induction on the bus and have understood and signed the checklist.

I will complete the plant / vehicle log book and will ensure that any other Drivers complete the same. If the logbook is not completed, I will assume total responsibility of any damage, fines etc.

Signature Driver 1

Date

Signature Driver 2

Date

# Bus Hire Application

Vehicle inspection				
	Collection		Return	
Fuel tank full	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Water tank full	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Oil full	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Tyres checked	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Outside clean	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Inside – dashboard wiped	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Inside – floors clean	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Inside – windows clean	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Inside – check seatbelts working and undamaged	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Trailer hired – clean	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Odometer reading				
Date				
Time				
Any damage to report?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Signature Driver 1	<input type="text"/>	Date	<input type="text"/>
Signature Driver 2	<input type="text"/>	Date	<input type="text"/>
Winton Shire Council representative	<input type="text"/>	Date	<input type="text"/>

### Post hire charges (where applicable)

Vehicle clean and tidy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Fuel tank full	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Damage incurred	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Other matters to report	<input type="checkbox"/> Yes	<input type="checkbox"/> No

If not clean, fuel not full or vehicle damaged, invoice accordingly.

Total cost \$



# Bus Hire Application

Bus information		
	Bus 1	Bus 2
Make / Model	Toyota Coaster	Toyota Hiace
Registration No.	XB5 9HY	825 BT8
Fuel required	Diesel	Diesel
Seating capacity (including driver)	21	11
Minimum Driver Licence Class required	LR – Light Rigid	C – Car
Transmission	Manual	Manual
Disabled access	No	Yes
GVM	5,440 kg	
Tare weight / payload	3,750 kgs	
Fatigue Regulated Heavy Vehicle	Yes	No
Towing capacity with brakes		N/A
Towing capacity without brakes		N/A

## Fees and charges inclusive of GST – 2023/2024 financial year

All bus hire – Community Groups	\$0.70	per kilometre
All bus hire – Commercial Use	\$1.30	per kilometre
Airport collections where Winton Shire Council are operating the vehicle – within 5km of Winton	\$40.00	per trip
Processing fee per bus – Community Groups	\$30.00	per hire / per day *
Processing fee per bus – Commercial Use	\$60.00	per hire / per day *
Bond (no GST unless forfeited) payable on booking	\$365.00	per hire *
Fuel and oil (if not returned full)	Market value	
Damage – insurance excess	\$1,000	
Damages / repairs	Assessor value	
Cleaning fee	Cost + 25%	

## Fatigue regulated heavy vehicles

National heavy vehicle driver fatigue laws apply to fatigue-regulated heavy vehicles which are:

- A vehicle with a Gross Vehicle Mass (GVM) of over 12 ton
- A combination when the total of the GVM is over 12 ton
- Buses with a GVM over 4.5 ton fitted to carry more than 12 adults (including the driver)
- A truck, or combination including a truck, with a GVM of over 12 ton with a machine or implement attached



## Terms and conditions

### Bookings

1. All bookings to be made through the Winton Shire Council Administration Office, 75 Vindex Street, Winton, with a \$350.00 bond in order to secure the booking.
2. All forms must be fully completed.
3. The **Hirer** must be eighteen (18) years of age or over.
4. All bookings are to be confirmed 48 hours before actual use, indicating destination, duration, and **Driver's** name.
5. Winton Shire Council has the right to refuse any organisation or individual the use of the Bus.
6. Bookings will be taken on a 'first come, first served' basis, however Winton Shire Council Community Care Services clients have priority.
7. All costs incurred with repairs to / or damage caused to the interior of the bus whilst on hire will be made payable by the **Hirer**.
8. Buses are only available for use by community groups, organisations, schools, and Winton residents.
9. It is the **Hirer's** responsibility to provide a licensed **Driver** for the bus. They are required to sign the application and provide a copy of their licence to be held on our records.
10. The application form is to be signed by an Authorised person only, for example, Club President, School Principal etc.
11. If an invoice is not paid, the organisation or individual will not be eligible to hire the bus again until the fee is paid.

### Driver

12. **Drivers** must sign the hire form and provide a copy their current **Driver's** Licence.
13. It is the responsibility of the **Hirer** and **Driver** to ascertain if a "**Driver's** Authorisation" is required for transport of passengers and to obtain the **Drivers** Authorisation.
14. **Drivers** are responsible for any fines and demerit points, tickets or any other traffic violations incurred whilst hiring the bus.
15. The **Driver** must ensure that passengers wear seatbelts at all times.
16. It is the responsibility of the **Driver / Hirer** to ensure the total number of persons travelling on the bus does not exceed the number of passengers for which the bus is licensed to carry [one person (child or adult) per single seat only], or exceed the GVM of the bus.
17. Ensure that when children are travelling on the bus, there is at least one adult in addition to the **Driver**, who will supervise the children.
18. Food and non-alcoholic drinks are permitted on the bus at the discretion of the **Hirer / Driver**.
19. **NO SMOKING, ALCHOHOL OR DRUGS ARE PERMITTED ON THE BUS.**
20. The **Driver** is to abide by all rules governed by Queensland Transport and Main Roads including any Fatigue Management and **Driver** Transport Authorisation and any fines incurred are the responsibility of the **Driver / Hirer**.
21. The **Driver** is to abide by all applicable laws including *Heavy Vehicle National Law Act 2012 (Qld)*, *Heavy Vehicle Driver* to abide by all applicable laws including *Heavy Vehicle National Law Act 2012 (Qld)*, *Heavy Vehicle (Fatigue Management) National Regulation*,

*Transport Operations (Passenger Transport) Act 1994, Transport Operations (Passenger Transport) Regulation 2018, Transport Operations (Passenger Transport) Standard 2010 and Transport Operations (Road Use Management – Road Rules) Regulation 2009.*

22. It is the responsibility of the **Driver** to obtain and keep their own National **Driver** Work Diary.
23. The **Driver** must provide Winton Shire Council with the National **Driver** Work Diary yellow sheet upon completion of hire for Bus 1 if applicable.
24. Travel to the destination approved on the application form only.
25. The **Driver** of the vehicle will not have consumed alcoholic beverages or any other drugs or substance that may affect the safe operation of the vehicle within eight (8) hours of operating the vehicle, nor consume same whilst operating the vehicle.
26. The vehicle will at all times be operated within the *Transport Operations (Road Use Management) Act 1995, and Transport Operations (Road Use Management – Road Rules) Regulation 2009*. Any infringement will be finalised by the **Driver / Hirer** of the vehicle.
27. The vehicle will not be left parked unattended whilst breaching the Traffic or any other Act controlling parking, including Local Council Laws. Any infringement will be finalised by the **Driver / Hirer**.
28. When left unattended, all windows and doors of the vehicle will be closed and locked.
29. The **Driver / supervisors** will be held fully responsible for the behaviour of all passengers in the vehicle.
30. The vehicle is not to be taken on dirt or other roadways that are in a condition that may render the operation of the vehicle unsafe. This does not include roadways, dirt or otherwise, which are acceptable entrances to camping and / or recreational scenic areas that are suitable for normal vehicles.
31. **Driver/s** must notify the Winton Shire Council of any defects of the vehicle or any potential risks to passengers.
32. All damages must be reported to the Winton Shire Council Administration Office. Winton Shire Council reserves the right to levy a charge for any breakages, damages or for missing fittings which occur during the period of hire.

## Collection

33. When the bus is collected it will be supplied with a full tank of fuel. The **Hirer** is to ensure it is full of fuel when returned.
34. The **Driver** and a Winton Shire Council employee are to inspect the bus.
35. The Bus will be collected from the Winton Shire Council Administration office. This will be arranged upon completion of the Bus Hire Application.
36. A vehicle inspection is to be completed. Inspection items include:
  - Fuel tank and water tanks full.
  - Oil full.
  - Inside: dashboard wiped; floors & window clean; working seatbelts; emergency hammer and any damage noted.
  - Outside – all clean and any damage noted.
  - Trailer – clean inside and out and any damage noted.

## Return

37. Bus must be clean inside and out; and full of fuel.
38. The Bus can be returned to the Winton Shire Council Administration office, 75 Vindex Street, Winton. This will be arranged upon completion of the Bus Hire Application.
39. The **Driver** and a Winton Shire Council employee is to inspect the bus.
40. The **Driver** must provide Winton Shire Council with the National **Driver** Work Diary yellow sheet upon completion of hire for Bus 1 if applicable.
41. Ensure the return of the bus and key at the time stated on the application to the appointed place of return.
42. Ensure that the bus is returned in good condition and cleaned of rubbish and spills.
43. Ensure that the vehicle log book is completed in full at the conclusion of a trip and left in the bus.
44. It is the responsibility of the **Hirer** to ensure that the vehicle is secured (locked), and all personal property removed upon departure.
45. A vehicle inspection form is to be completed upon return.

## Cleaning

46. The cleaning of the Bus is the responsibility of the **Hirer** before it is returned to Winton Shire Council.
47. If the vehicle must be cleaned by Council, the fee will be deducted from the \$350.00 bond. If the fee is greater than the Bond, the **Hirer** will be invoiced for the difference.

### Inside:

- Remove any rubbish, sweep out, vacuum and mop the floor - **DO NOT HOSE OUT.**
- Clean walls, backs of seats, windows and dash.
- Check all seatbelts are pulled back through ready for next user.
- Wipe down **Driver's** door and side door.

### Outside:

- Clean bus exterior, removing mud and bugs with a soft broom.
- Hose under bus and wheel arches.
- Make sure front and back windscreens and all passenger windows are smear free.

## Breakdowns

48. In the event the bus breaks down or is involved in an accident, Winton Shire Council will determine whether the vehicle is to be recovered and where the repairs will take place.
49. Damages or mechanical problems to be reported to Council on **0417 036 370** as soon as it happens or upon return of the bus.
50. All costs incurred with repairs to / or damage caused to the bus whilst on the hire will be made payable by the **Hirer**.

## Accidents / incidents

51. Report any accident or injury incurred whilst the bus is in use to the Winton Shire Council main office.
52. Complete an Incident Report (supplied from the Council Office)
53. In the event of an accident, the **Hirer** will be responsible for payment of the total excess premium due to Winton Shire Council.

## Tyre maintenance

54. If any tyre gets a puncture or is worn due to mileage, then Council will replace it.
55. If there is a blow-out or a tyre is destroyed, then Council will pay 50% of the cost of replacing the tyre.

## Other

56. If Council feels any of the terms, condition, rules or policies have not been abided by, they have the right to refuse rehiring the bus to that organisation or individual

## National Driver Work Diary

57. If the bus hired is a fatigue-regulated vehicle, the **Driver** must keep a National **Driver** Work Diary as required by the Heavy Vehicle National Law.
58. It is the responsibility of both the **Hirer** and the **Driver** to ensure that the **Driver** complies with this requirement.
59. If the National **Driver** Work Diary is used during hire, the **Driver** is to provide the yellow sheet upon completion of hire.

## 2 Up driving

60. Two up driving is not permitted on Council Buses as they have no capacity for a 2<sup>nd</sup> **Driver** to sleep.

## Useful links

### Drivers Authorisation Cart

<https://www.tmr.qld.gov.au/Licensing/Passenger-transport-Driver-authorisation.aspx>

### National **Driver** Work Diary

<https://www.nhvr.gov.au/files/nhvr-national-Driver-work-diary-08-2013.pdf>

### Supplementary sheets

<https://www.nhvr.gov.au/files/201405-0028-supplementary-work-diary-record.pdf>

### Drivers

<https://www.nhvr.gov.au/safety-accreditation-compliance/fatigue-management/work-and-rest-requirements/standard-hours>

## Contacts

If a **Hirer** or **Driver** is unsure of their legal obligations, please contact the following: -

- Department of Transport and Main roads – 13 23 80
- National Heavy Vehicle Regulator – 1300 696 487



# Bus Hire Application

## Office use only

Has the driver signed the forms and provided a copy of their Driver's Licence  Yes  No

Are all sections of the hire form been completed and has the hirer signed the form?  Yes  No

**Note that if the response to either of the above questions is No, the hire cannot proceed**

Bond paid: \$  Receipt No

Bond to be refunded \$

Total kilometres  @ \$  = \$

Total other charges \$  \$

Invoice No.  in the amount of \$

Any notes?


WSC Signature  Date

Name

