

# CLONCURRY COMMUNITY BUS

## APPLICATION INFORMATION

Name/Organisation:		
Main Contact for Booking:	Email:	
Business Phone:	Mobile Number:	
Address:		
Town:	State:	Postcode:
Confirm Bank Account Details for Bond Refund	BSB:	Account No:
Not for Profit Organisation:	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>

## BOOKING INFORMATION

Destination:
Purpose:
Date of Application:

	Date	Start Time	Finish Time
Pick Up	___/___/_____	___ : ___ am / pm	
Drop Off	___/___/_____		___ : ___ am / pm

## NOMINATED DRIVER

Full Name of Driver:			
Date Of Birth: ___/___/_____	Mobile Number:		
Email:	License Type:	LR: <input type="checkbox"/>	MR: <input type="checkbox"/> HR: <input type="checkbox"/> MC: <input type="checkbox"/>
QLD Driver's License Number:	Expiry Date: ___/___/_____		
Drivers Authorisation:	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>	** Driver MUST have TMR Drivers Authorisation

## AFTER HOURS CONTACT DETAILS

Full Name:		
Name/Organisation:	Mobile Number:	
Physical Address:	State:	Postcode:

BONDS - THIS APPLIES TO ALL HIRERS			GL 950307 - TRUST TYPE 650
	Please Tick	Amount	Total Owing
Community Bus Hire Bond	<input type="checkbox"/>	\$1000.00	

**Please Note – All Prices Stated Below Are A Daily Flat Rate.**

## FEES AND CHARGES

			GL 300711-138
	Please Tick	Amount	Total Owing
Cloncurry Community Group – (Not for profit)	<input type="checkbox"/>	\$0	
Commercial/Private – Per km < 40km	<input type="checkbox"/>	\$3.10/ km	
Commercial/Private – > 40km	<input type="checkbox"/>	\$130.00	
Bus Trailer	<input type="checkbox"/>	\$0	

**Fuel And Driver Are Not Included**



TMR DRIVER EXEMPTION DECLARATION		
Name/Organisation:		
Business Phone:	Mobile Number:	
Address:		
Town:	State:	Postcode:
Email:		
Signature:		Date: ___/___/_____

OFFICE USE ONLY		
Comments:	TOTAL BONDS:	\$1000.00
	TOTAL COMMUNITY FEES:	
Date:	Signature:	FINAL TOTAL:



**1. Definitions**

- 1.1 "Owner "shall mean Cloncurry Shire Council, its successors and assigns or any person acting on behalf of and with the authority of the Cloncurry Shire Council.
- 1.2 "Hirer" shall mean the Hirer or any person acting on behalf of and with the authority for the Hirer.
- 1.3 "Guarantor" means that person (or persons), or entity who agrees herein to be liable for the debts of the Hirer on a principal debtor basis.
- 1.4 "the Bus" shall mean the Cloncurry Community Bus supplied on hire by the Owner to the Hirer (and where the context so permits shall include any supply of service)and is as described on the invoices, quotation, authority to hire, or any other work authorisation for as provided by the Owner to the Hirer..
- 1.5 "Dry Hire" shall mean that the bus is hired without a driver.
- 1.6 "Price" shall mean the cost of the hire of the bus as agreed between the Owner and the Hirer subject to clause 3 of this contract.

**2. Acceptance**

- 2.1 Any instructions received by the Owner from the Hirer for the hire of the Bus and/ or the Hirer's acceptance of the bus supplied on hire by the Owner shall constitute acceptance of the terms and conditions contained herein.
- 2.2 Where more than one Hirer has entered into this agreement, the Hirer's shall be jointly and severally liable for all payments of the Price.
- 2.3 Upon acceptance of these terms and conditions by the Hirer the terms and conditions are irrevocable and can only be amended with the written consent of the Owner.
- 2.4 The Hirer undertakes to give the Owner at least fourteen (14) day's notice of and change in the Hirer's name, address and/or any other changes in the Hirer's details.

**3. Price and Payment**

- 3.1 At the Owner's sole discretion the price shall be either;
  - (a) As indicated on invoices provided by the Owner to the Hirer in respect of the Bus supplied on hire; or
  - (b) The Owner's current price, at the date of delivery of the Bus according to the Owner's current price list; or
  - (c) The Owner's quoted price (subject to clause 3.2) which shall be binding upon the Owner provided that the Hirer shall accept in writing the Owner's quotation within thirty (30) days.
- 3.2 The Owner reserves the right to change the Price in an event of a variation to the Owner's quotation.
- 3.3 At the Owner's sole discretion a deposit may be required.
- 3.4 At the Owner's sole discretion a bond may be required which shall be refunded upon return of the Bus in a condition acceptable to the Owner.
- 3.5 Time for the payment of the Bus shall be the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due seven (7) days following the date of the invoice.
- 3.6 The Date upon which the Hirer advises of termination shall in all cases be treated as a full day's hire.
- 3.7 Payment will be made by cash, or by cheque or by bank cheque, or by direct deposit or by any other method as agreed between the Hirer and the Owner.
- 3.8 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

**4. Hire Period**

- 4.1 For the bus in which the timing device is installed for the hire period shall be the number of hours or part thereof recorded on the timing device whilst the Bus is in the Hirer's possession.
- 4.2 Where the bus does not have a timing device installed hire charges shall commence from the time the bus is collected by the Hirer from the Owner's premises or delivered to the Hirer by the Owner and will continue until the return of the Bus to the Owner's premises and/ or until the expiry of the Minimum Hire Period, whichever occurs last.
- 4.3 If the Owner agrees with the Hirer to deliver and/ or collect the Bus, hire charges shall commence from the time the Bus leaves the Owner's premises and continue until the Hirer notifies the Owner that the Bus is available for collection.

- 4.4 No allowance whatever can be made for the time during which the Bus is not in use for any reason, unless the Owner confirms special arrangements in writing in the event of the Bus breakdown provided the Hirer notifies the Owner immediately, hiring charges will not be payable during the time of the Bus is not working, unless the condition is due to negligence or misuse on the part of or attributable to the Hirer.

**5. Delivery of The Bus**

- 5.1 At the Owner's sole discretion delivery of the Bus shall take place when ;
  - (a) The Hirer takes possession of the Bus at the Owner's address; or
  - (b) The Hirer takes possession of the Bus at the Hirer's nominated address; or
  - (c) The Owner's nominated carrier takes possession of the Bus in which event the carrier shall be deemed to be the Hirer's agent.
- 5.2 At the Owner's sole discretion the costs of delivery are
  - (a) Included in the Price; or
  - (b) Are in addition to the Price; or
  - (c) Are for the Hirer's account.
- 5.3 The Hirer shall make all arrangements necessary to take delivery of the Bus whenever it is tendered for delivery. In the event that the Hirer is unable to take delivery of the Bus as arranged then the Owner shall be entitled to charge a reasonable fee for redelivery.
- 5.4 The Owner may deliver the Bus by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.
- 5.5 Deliver of the Bus to a third party nominated by the Hirer is deemed to be delivery to the Hirer for the purposes of this agreement.
- 5.6 The Hirer shall be responsible for free access by the Owner to the site on which the Bus is located. If there are any delays due to free access not being available then the Hirer shall be responsible and shall reimburse the Owner for all lost hire fees associated with the Bus being unavailable. The Hirer shall also be responsible for all other expenses and costs incurred by the Owner due to delays in access to the Bus. The off- hire receipt will be issued when the Bus is picked up by the Owner or returned to the Owner's premises.
- 5.7 The failure of the Owner to deliver shall not entitle either party to treat this contract as repudiated.
- 5.8 The Owner shall not be liable for any loss or damage whatever due to failure by the Owner to deliver the Bus (or any of them) promptly or at all.

**6. Cleaning**

- All users must leave the bus in a clean and tidy condition. All minimum hirers must ensure the following:
- 6.1 The bus is swept out.
  - 6.2 If the floor is excessively dirty or muddy, the floor must be mopped.
  - 6.3 All waste is removed.
  - 6.4 All personal belongings are removed.
  - 6.5 A cleaning fee of \$60 per hour will be charged if the bus is returned in an excessively dirty condition. Council will endeavour to keep the bus in a clean and tidy condition.
  - 6.6 If the hirer wishes to have the bus details for a special occasion or event, they will be required to do so at their own cost.
  - 6.7 Subsequent bookings may not allow Council adequate time to inspect and clean.
  - 6.8 If another booking is less than 24 hours prior, adequate cleaning or inspection may not be provided for.

**7. Servicing and Maintenance**

- 7.1 Council shall be responsible for all servicing and maintenance.
- 7.2 Council will not refund the cost of any unauthorised service and repair and this will be carried out at the users own cost.
- 7.3 In the event that unplanned/emergency servicing is required, users should in the first instance seek authorisation from Council.
- 7.4 Council can provide a purchase order for payment.
- 7.5 In the event that this is not possible the hirer must retain a complaint tax invoice/receipt and provide to Council for reimbursement upon returning the bus.

**8. Damage and Unforeseen Maintenance**

- 8.1 Where damage to the bus is caused by the user from vandalism, irresponsible use, or malicious damage, then it will be the responsibility of that user to cover all costs incurred by Council in preparing it for further use.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

8.2 In the case of a major accident requiring an insurance claim, the hirer will be responsible for payment of the relevant excess for the claim.

8.3 Future access to the bus may be denied if the bus is returned damaged.

8.4 In the case of a breakdown the user may only call Cloncurry Shire Council office or the RACQ.

8.5 Under no circumstances are any repairs to be made of allow to occur without the prior permission of Cloncurry Shire Council.

#### **9. Accidents and Incidents**

9.1 Notify the Cloncurry Shire Council immediately of any accidents or incidents.

9.2 Make no statements and do not admit liability under any circumstances. You are only obliged to give your name, address, the owners name and the name of the insurance company.

9.3 Ensure that you have all the details of the accident.

9.4 You must notify the police of any accidents or incidents involving a third party and you must record the number of the police report.

9.5 Any infringements incurred will be the responsibility of the driver.

9.6 In the event of an accident involving another vehicle or property, the hirer/driver must obtain all necessary information including description of other vehicle, registration number, drivers name and address.

#### **10. Fuelling**

10.1 The Council is not responsible for the cost of refuelling the bus.

10.2 The Council bus must be returned with a full tank of fuel. If the bus is returned without fuel, the hirer will be charged \$2.50 per litre.

#### **11. Risk**

11.1 The Owner retains property in the Bus nonetheless, all risk for the Bus passes to the Hirer on delivery.

11.2 The Hirer accepts full responsibility for the safekeeping of the Bus and indemnifies the Owner for all loss, theft or damage to the Bus howsoever caused without limiting the generality for the foregoing whether or not such loss, theft or damage is an attribute to any negligence failure or omission of the Hirer.

11.3 The Hirer will insure or self-insure the Owner's interest in the Bus against physical loss or damage including, but not limited to the perils of accident, fire, theft and burglary and all other usual risks and will affect adequate Public Liability Insurance covering any loss, damage or injury to property arising out of the use of the Bus. Further the Hirer will not use the Bus nor permit it to be used in such a manner as would permit an insurer to decline any claim.

11.4 The Hirer accepts full responsibility for and shall keep the Owner indemnified against all liability in respect of all actions, proceedings, claims, damages, costs and expenses in respect of any injury to persons or damage to property arising out of the use of the Bus during the hire period however arising and whether or not arising from any negligence, failure or omission of the Hirer or any other persons.

#### **12. Heavy Vehicle Driver Fatigue Laws**

12.1 The driver of the bus is required to follow Heavy Vehicle Driver Fatigue Laws set out by the Department of Transport and Main Roads.

12.2 Drivers must comply with the following rules when driving within 100kms of Cloncurry:

(a) Manage driver fatigue and take all steps to ensure that a person does not drive fatigued and works within the minimum work/minimum rest hours defined by Standard Hours (as defined by Transport Queensland Heavy Vehicle Driver Fatigue Laws).

(b) Keep a record of the hours driven in a work diary or similar record.

12.3 Drivers must comply with the following rules when driving further than 100kms from Cloncurry:

(a) Manage driver fatigue and take all steps to ensure that a person does not drive fatigued and works within the minimum work/minimum rest hours defined by Standard Hours (as defined by Transport Queensland Heavy Vehicle Driver Fatigue Laws).

(b) Complete a National Driver Work Diary record for each day that they are undertaking 100+ km's work and keep in the vehicle a diary containing information for the preceding 28days.

(c) Drivers must, within 21 days of completing a record, give Council office a duplicate copy of their work diary page.

(d) A print out of an approved electronic work diary or a copy of any supplementary record made.

(e) An approval electronic work diary may be used instead of a National Driver Work Diary.

#### **13. Smoking and Drugs**

Smoking and/or the use or possession of illicit drugs is not permitted on the bus.

#### **14. Alcohol**

No alcohol is to be consumed on the bus at all times

#### **15. Food**

The consumption of food and drink (non-alcoholic) is at the discretion of the driver, however a common sense approach should be taken in regards to the type of food and cleaning responsibilities.

#### **16. Safety and Security**

Please check that the bus is locked when unattended and kept in a safe and secure environment whilst in your care.

#### **17. Title**

17.1 The Bus is and will at all-time remain the absolute property of the Owner.

17.2 If the Hirer fails to return the Bus to the Owner then the Owner or the Owner's agent may enter upon and into land and premises owned, occupied or used by the Hirer, or any premises where the Bus is situated as the invitee of the Hirer and take possession of the Bus without being responsible for any damage thereby caused.

17.3 The Hirer is not authorised to pledge the Owner's credit for repairs to the Bus or to create a lien over the Bus in respect of any repairs.

#### **18. Defects**

18.1 The Hirer shall inspect the Bus on delivery and shall within forty eight (48) hours notify the Owner of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Hirer shall afford the Owner an opportunity to inspect the Bus within a reasonable time following delivery. If the Hirer believes the Bus id defective in any way. If the Hirer shall fail to comply with these provisions the Bus shall be presumed to be free from any defect or damage. For defective the Bus which the Owner has agreed in writing that the Hirer is entitled to reject the Owner's Liability is limited to replacing the Bus.

#### **19. Warranty**

19.1 No warranty is provided by the Owner in respect of the condition of the Bus or its fitness for any particular purpose. The Hirer shall indemnify and hold harmless the Owner in respect of all claims arising out of the use of the Bus.

#### **20. Hirers Disclaimer**

20.1 The Hirer disclaims any right to rescind or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to the Hirer by the Owner and the Hirer acknowledges the Bus is hired relying solely upon the Hirer's skill and judgement.

#### **21. Application for Bus Hire**

All groups wishing to use the bus on a regular or casual basis need to make an application in written using Council's Community us Hire Application Form, which is available from the Council Admiistration Building 38-46 Daintree St.

#### **22. Hirer's Responsibilities**

22.1 The Hirer shall;

(a) Notify the Owner immediately by telephone of the full circumstances of any mechanical breakdown or accident. The Hirer is not absolved form the requirements to safeguard the Bus by giving such notification.

(b) Satisfy itself at Commencement that the Bus is suitable for its purposes.

(c) Operate the Bus safely, strictly in accordance with the law, only for its intended use, and in accordance with the manufacturer's instruction whether supplied by the Owner or posted on the Bus.

(d) Ensure that all persons operating or erecting the Bus are suitable instructed in its safe and proper use where necessary hold a minimum QLD LR License and QLD Drivers Authorisation.

(e) Comply with all occupational health and safety laws relating to the Bus and its operation.

(f) On termination of hire. The Hirer shall deliver the Bus complete with all parts and accessories clean and in good order as delivered, fair wear and tear accepted, to the Owner.

(g) Keep the Bus in their own possession and control shall not assign the benefit of the hire contract nor be entitled to lien over the Bus.

(h) Not alter or make any additions to the Bus including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Bus or in any other manner interfere with the Bus.

(i) Employ the Bus solely in its own work and shall not permit the Bus or any part thereof to be used by any other party for any other work.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

- (j) Not fix any of the Bus in such a manner as to make it legally a fixture forming part of any freehold.
- 22.2 Immediately on request by the Owner the Hirer will pay;
- (a) The new list price of any the Bus that is for whatever reason destroyed, written off or not returned to the Owner.
  - (b) All costs incurred in cleaning of the Bus.
  - (c) All transport costs unless otherwise agreed in writing.
  - (d) All costs of repairing any damage caused by the ordinary use of the Bus up to an amount equal to 10% of the new list price of the Bus.
  - (e) The cost of repairing any damage to the Bus caused by the negligence of the Hirer's agent.
  - (f) The cost of repairing any damage to the Bus caused by vandalism, or (in the Owner's reasonable opinion) in any way whatsoever other than by the ordinary use of the Bus by the Hirer.
  - (g) The cost of fuels and consumables provided by the Owner and used by the Hirer.
  - (h) All repairs are to be carried out by Cloncurry Shire Council
  - (i) The total number of passengers/persons travelling in the bus should not exceed the number of passengers/persons for which the bus is licenced. Only one person (child or adult) per single seat is allowed.
  - (j) Users of the bus are responsible for the behaviour of the passengers.

## 12. Cancellation

12.1 The Owner may cancel these terms and conditions or cancel hire of the Bus at any time before the Bus is picked up by giving written notice. On giving such notice the Owner shall repay to the Hirer any sums paid in respect of the price. The Owner shall not be liable for any loss or damage whatever arising from such cancellation. In the event that the Hirer cancels delivery of the Bus the Hirer shall be liable for any loss incurred by the Owner (including but not limited to, any loss of profits) up to the time of cancellation.

## The Competition and Consumer Act 2010 and Fair Trading Acts

Nothing in this agreement is intended to have the effect of contracting out any applicable provisions of the Competition and Consumer Act 2012 or the Fair Trading Acts in each of the states and Territories of Australia, except to the extent permitted by those acts where applicable.

## 13. Default and Consequences of Default

- 13.1 Interest on any overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgement.
- 13.2 If the Hirer defaults in payment of any invoice when due, the Hirer shall indemnify the Owner from and against all costs and disbursements incurred by the Owner in pursuing the debt including legal costs on a Solicitor and own client basis and the Owner's collection agency costs.
- 13.3 Without prejudice to any other remedies the Owner may have, if at any time the Hirer is in breach of any obligation (including those relating to payment); the Owner may suspend or terminate the supply of the Bus to the Hirer and any of its other obligations under the terms and conditions. The Owner will not be liable to the Hirer for any loss or damage the Hirer suffers because the Owner has exercised its rights under this clause.
- 13.4 If any account remains overdue after thirty (30) days then an amount greater of twenty (20) dollars or any part of any order of the Hirer which remains unperformed in addition to and without prejudice to any other remedies the Owner may have and all amounts owing to the Owner shall, whether or not due for payment, become immediately payable in the event that;
  - (a) Any money payable to the Owner becomes overdue, or in the Owner's opinion the Hirer will be unable to meet its payment as they fall due, or
  - (b) The Hirer becomes insolvent, convenes a meeting with its creditors or purposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors, or
  - (c) A receiver, manager, liquidator (provisional or otherwise) or a similar person is appointed in respect of the Hirer or any other asset of the Hirer.

## 14. Security and Charge

- 14.1 Despite anything to the contrary contained herein or any other rights which the Owner may have howsoever where the Hirer and/ or Guarantor (if any) is the Owner of land, realty or any asset capable of being charged, both the Hirer and/or the Guarantor agree to mortgage and/ or charge all of their joint and/ or several interest in the said land realty or any other asset to the Owner or the Owner's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Hirer and/ or Guarantor acknowledge and agree that the Owner (or Owner's Nominee) shall be entitled to lodge where appropriate a caveat which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.
- (a) Should the Owner elect to proceed in any manner in accordance with this clause and/ or its subclauses the Hirer and/ or Guarantor shall indemnify the Owner from and against all the Owners cost disbursement including legal costs on a solicitor and own client basis.
- (b) The Hirer and/ or Guarantor (if any) agree to irrevocably nominate constitute and appoint the Owner or the Owners Nominee as the Hirers and/ or Guarantors true lawful attorney to perform all necessary acts to give effect the provisions of this clause.

## 15. General

- 15.1 If any provisions of these terms and conditions shall be invalid void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected prejudiced or impaired.
- 15.2 These Terms and Conditions and any contract to which they apply shall be governed by the laws of Queensland and are subject to the jurisdiction of the courts of Queensland.
- 15.3 The Owner shall be under no liability whatever to the Hirer for any indirect loss and/ or expense (including loss of profit) suffered by the Hirer arising out of a breach by the Owner of these terms and conditions.
- 15.4 In the event of any breach of this contract by the Owner the remedies of the Hirer shall be limited to damages. Under no circumstances shall the liability of the Owner exceed the Price.
- 15.5 The Hirer shall not be entitled to set off against or deduct from the Price any sums owed to the Hirer by the Owner.
- 15.6 The Owner may license or sub-contract all or any part of its rights and obligations without the Hirer's consent.
- 15.7 The Owner reserves the right to review these terms and conditions at any time if the following any such review, there is to be any change to these terms and conditions then that change will take effect from the date on which the Owner notifies the Hirer of such change.
- 15.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or any other event beyond the reasonable control of either party.
- 15.9 The failure by the Owner to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Owners right to subsequently enforce that provision.

## 16. Failure to Comply

Failure to abide by any of the conditions outlined in this document and/or associated procedures will jeopardise future access to the bus.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_