Accessible Transport

Community Bus Hire: Conditions of Hire and Use

1. Definitions

Term	Definition
Accident or Incident	Any unplanned event involving the bus during the period of hire or use that results in, or has the potential to result in, damage, injury, illness, service disruption, or a legal or insurance matter.
Additional Costs	Extra charges applied for circumstances not covered in the base hire cost, such as late returns, fuel costs, cleaning, fines, or incomplete paperwork (refer to Fee Schedule)
Booking	A request to hire a bus for a specific date and time.
Bus	A City of Casey bus available for hire
Bus Hire: Conditions of Hire and Use/ Conditions of Hire and Use	An agreement outlining the rules and responsibilities that hirers and drivers must follow when hiring and using a City of Casey bus
Pre-Trip Inspection and Post-Trip Inspection (Driver Report)	A mandatory form completed by the registered driver before and after each trip to check and record the bus's condition.
City of Casey or Council/City/Council:	The local Council responsible for managing Accessible Transport services, including bus hire and other community bus services.
City of Casey Works Depot/ Vibe	The central facility where Council buses are maintained and located.
Hire Fees	The costs associated with hiring a City of Casey bus
Hirer	The organisation, community group or the City of Casey department or team hiring the bus, including the person who completed the booking form and/or the nominated driver.
Nominated Driver	The person identified at the time of booking a bus, who has been designated to drive the bus for the intended trip.
Non-Regular/ Casual Hires	Groups or individuals who book buses on a one-off or occasional basis, without ongoing or recurring bookings.
Non-Subsidised (Priority Group Two)	Community groups, schools, and clubs that pay full bus hire fees.

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Pick-Up/Drop-Off Time:	The times specified on your booking form for collecting and returning the bus.
Registration and Booking Form/ Bus Hire: External or Internal Registration and Booking Form:	The form completed to request a bus hire
Registered Driver/Driver	Once the booking is confirmed and accepted, the nominated driver becomes the officially recognised driver for that bus under the terms of the booking.
Subsidised (Priority Group One)	Groups supporting vulnerable populations who receive discounted bus hire fees.
Weekly/Regular Hirers	Groups/Individuals who book a bus on a recurring, usually weekly, basis for transport under an ongoing agreement.
White Folder	A folder in each bus with emergency contacts, procedures, and roadside assistance details. Also referred to as *Key Contacts and Emergency, Accident and Incident Procedures Folder* in this agreement.
Workforce	Includes all Council paid employees (full-time, part-time, casual) and volunteers engaged through approved Council programs who deliver services on behalf of the Council.

2. Overview

The City of Casey provides a bus hire service to eligible local groups when buses are not required for Council use.

This document outlines the bus hire conditions. By completing the Registration and Booking Form, both the person submitting the form and the nominated driver (if different) must read and sign the Conditions of Hire and Use to finalise the booking. This must be completed:

- **For casual hirers**: each time a booking is made and whenever a new driver is nominated
- **For regular hirers**: if the nominated driver changes during any booking, or annually as part of the renewal process

3. Eligibility Criteria:

Groups must:

- Be based and operating within the City of Casey.
- Have a valid Australian Business Number (ABN).
- Hold public liability insurance of at least $10 million
- Nominate a driver aged 25+ with a full Australian licence
- Agree to the Bus Hire Conditions of Hire and Use.
- Complete the Registration and Booking Form and nominate a driver.
- Ensure the nominated driver/s undertake a driver Bus Induction.

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Eligible Groups

Subsidised (Priority Group One):
Priority is given to organisations supporting:

- Older people
- People with disabilities
- Culturally and linguistically diverse (CALD) communities
- Aboriginal and Torres Strait Islander communities
- LGBTQIA+ community
- People who are financially disadvantaged or at risk of homelessness

Non-Subsidised (Priority Group Two):

- Individuals organising community events (non-private)
- Schools
- Sporting clubs
- Other recognised local community and non-profit groups (excluding Priority One populations)

Bookings supporting Priority Group One populations will be assessed as Priority One regardless of organisation type.

If no Council buses are available, groups will be referred to external hire services.

4. Bus Features

City of Casey buses include:

- Four (4) 12-seater buses, accommodating 11 passengers plus 1 driver.
- One (1) of the four (4) buses is wheelchair accessible. When a wheelchair is on board, passenger capacity is reduced to 9 passengers plus 1 driver (10-seater).
- Dashcams: Record vehicle activity and footage while the bus is in use to support safety, security, insurance claims, incident investigations, and fleet management.
- Automatic transmission, diesel fuel, reversing camera, and GPS monitoring for safety
- Wheelchair harnesses and seatbelts provided
- Bus height clearance **3 metres**

Buses **do not** have disability parking permits; hirers must provide their own on the day.

5. Bus Hire Availability and Location

- Available Monday to Sunday, 8:30 am to 10:00 pm.
- Buses must be picked up and returned to the City of Casey Works Depot ‘Vibe’ at 30-52 Vesper Drive, Narre Warren.
- Buses are not available for overnight hire or during the Christmas and New Year period.

6. Bus Bookings

- A completed Registration and Booking Form must be submitted for all bookings via the Council’s website. Incomplete forms will not be accepted.
- All booking requests must include the name of a nominated driver (maximum of two per booking), who will be the only person(s) permitted to collect, drive, and return the bus.

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- The hirer must provide the destination and purpose of hire. Any changes must be communicated to the Accessible Transport Team before the booking date.
- Bookings must be submitted at least **10 business days** before the required hire date.
- Casual hirers may book up to three (3) months in advance.
- Regular/weekly hirers may submit bookings in November/December for the following year.
- A maximum of three (3) buses may be booked per request, subject to availability. Standard booking fees apply per bus.
- Bookings are assessed in the order received and are subject to availability and compliance with the *Conditions of Hire and Use.*
- A booking becomes a formal agreement once confirmed by the Accessible Transport Team:
    - For casual bookings, each confirmed booking and signed *Conditions of Hire and Use* is treated as a separate agreement.
    - For regular bookings, the agreement remains valid for the duration of ongoing bookings, unless the nominated driver changes.
- To cancel or amend a booking, contact the Accessible Transport Team.
    - Cancellations must be made at least 3 business days before the scheduled hire.
    - Cancellations made less than 3 business days prior will incur the full hire fee for the booked half or full day.
- If a bus becomes unavailable, advance notice will be provided where possible. It is the hirer's responsibility to make alternative arrangements.
- Council reserves the right to reject any booking.

7. Nominated/Registered Drivers

Hirers must provide their own driver(s) who:

- Are over 25 years of age
- Hold a current, full, unrestricted Victorian driver's licence (no probationary plates)
- Are listed on the *Registration and Booking Form*

If the hirer is not the nominated driver, they must ensure each nominated driver:

Meets the above criteria

- Has read and understood the Conditions of Hire and Use
- Accepts responsibility for all acts and omissions during the hire period

Once a booking is confirmed, the nominated driver(s) become the **registered driver**(s).

Registered driver/s must:

- Complete a mandatory Bus Induction (approximately 30-45 minutes) and, where required, wheelchair hoist and restraint training.
- Present their driver's licence at the induction
- Comply with VicRoads regulations and maintain a zero-blood alcohol level and be free of drugs or impairing substances
- Complete the Bus Pre and Post Trip Inspection Form (a $50.00 fee applies for incomplete or missing forms)
- Only registered drivers may operate the bus, except in emergencies (e.g. sudden illness or risk of harm).

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- Registered drivers are liable for any traffic infringements, fines, or tolls incurred during the hire period.
- Any driver found under the influence of alcohol will be reported to Victoria Police and disqualified from future bus use.
- To ensure vehicle security, drivers must not exit the bus or leave it unattended while the engine is running, as this creates a high risk of accidental lockouts. **Keys must remain with the driver at all times.**
- Drivers are required to refuel the vehicle prior to returning it to the bus yard, **regardless of the distance travelled.** Failure to comply, including refuelling with an incorrect fuel type, will incur premium fuel charges and an administration fee.

8. Key Collection and Return

Bus keys can be collected between **8:00 am and 8:15 am, Monday to Friday**. Collection arrangements will be coordinated through the Accessible Transport Team and facilitated by a Casey Bus Driver. This collection window reflects the period during which a bus driver is available to facilitate key handover. Please contact the bus driver upon arrival to collect the keys.

- For weekend bookings, keys must be collected on the preceding Friday; for public holidays, keys must be collected on the last working day before the holiday.
- The registered driver must sign for the keys upon collection and return them via the drop box chute at the bus compound at Vibe after use.

9. Bus Pick-Up and Drop-Off

- The registered driver must collect and return the bus at the agreed times.
- Before use, the driver must complete the Bus Pre-Inspection (Driver Report) and inspect the bus for safety and damage. If issues are found, do not use the bus and contact the Accessible Transport Team immediately.
- On return, the driver must refuel the bus even if only a short distance has been travelled, clean it inside and out, complete the Bus Post-Inspection Form, and return the bus to the designated parking bay matching its registration number.

10. Mandatory Pre and Post Trip Inspection Form (Driver Report)

A QR code is attached to the bus keys. When the QR code is scanned, you must select the appropriate inspection form:

1. **Pre-Trip Inspection** – Must be completed before commencing the hire.
2. **Post-Trip Inspection (Driver Report)** – Must be completed immediately after returning the bus.

Please ensure you select and complete the correct form at the appropriate stage of the hire.

Hard copy inspection forms are available in the white folder in the event of an IT system failure.

A **$50 administration fee** will apply if the required inspection forms are incomplete, completed incorrectly, or not submitted on the day of hire.

The driver is responsible for completing both the **Pre-Trip Inspection** and **Post-Trip Inspection (Driver Report)**.

Where a hard copy inspection form is used, the completed form must be submitted on the same day as the hire by emailing the form, or a clear photograph of the completed form, to **ctransport@casey.vic.gov.au** immediately after returning the bus to VIBE.

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11. Restricted Use – Where Buses Must Not Be Taken or Driven

- Buses must not be taken more than 200 km from the City of Casey without prior written approval.
- Buses must not be used outside Victoria.
- Buses must not be driven on hazardous roads, unsealed or dirt roads, alpine regions requiring specialised equipment, beaches, through streams, dams, rivers, flood waters, or off-road.
- Buses must not be taken into underground or rooftop car parks or drive-throughs due to height and limited space for safe turning or clearance.

12. The hirer and/or registered driver must ensure the following conditions are met:

- Buses must not be used for private, commercial, or profit-making purposes.
- Compliance with all road rules and safety regulations.
- That all drivers hold a current and valid driver's licence and do not operate the vehicle under the influence of alcohol, drugs, or impairing medication.
- Smoking, vaping, alcohol consumption, and illicit drug use are prohibited in or near the bus.
- Passengers must not be charged a fare, in line with Victorian transport laws.
- The bus is not overloaded, and passenger numbers do not exceed the number of available seatbelts.
- Do not attempt repairs or use the bus when damaged or unsafe.
- That the bus is kept locked and secure when not in use.
- Only trained personnel operate wheelchair hoists and restraints.
- Eating and drinking are not allowed on the bus except for bottled water.
- Flammable, explosive, or corrosive substances (e.g. oxygen cylinders) are not carried on board.
- Refuel the bus with diesel at the service station closest to Vibe after use; failure to do so will incur the premium fuel charges plus a $50 administration fee.
- All drivers and passengers must wear seatbelts.
- Children under 7 years cannot be transported as child restraint systems are not fitted in the bus.

13. City of Casey Buses: Registration and Insurance

- All buses operated by the City of Casey are registered and insured in compliance with Safe Transport Victoria's requirements for accreditation as a bus operator.
- Insurance covers comprehensive bus and compulsory third-party (CTP) liability.
- Insurance applies only when all Victorian road laws are followed.
- The insurance does not cover:
    - Personal belongings of hirers or passengers
    - Personal injury or property damage caused by the hirer
    - Damage if the bus is driven by an unregistered driver, that is, a person who is not legally licensed or not registered with the City of Casey as an approved driver

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- The hirer is responsible for any damage, breakage, or loss to the bus during the hire period if the incident cannot be legitimately claimed through insurance. Insurance coverage will be void if:
    - the bus is driven by a person whose driver's licence is suspended, cancelled, expired, or otherwise invalid
    - the bus is driven by a person under the influence of alcohol or drugs
    - the bus is driven by a person who is not registered with the City of Casey as an approved driver
    - the bus is used for an unauthorised purpose or commercial activity, including hire, fare-taking, reward, or profit-making purposes
    - the bus is overloaded beyond its intended passenger capacity
- Failure to comply with these conditions will result in full cost recovery by the City of Casey.
- The Council is not responsible for loss or damage to personal belongings.

14. Accidents or Incidents

In the event of an accident or incident, the registered driver must:

- Notify the City of Casey as soon as possible
- Call Triple Zero (000) if emergency services are required and stay on the line until advised otherwise
- Cooperate with emergency services and answer all questions
- Prioritise passenger safety and evacuate if necessary
- Follow emergency procedures in the *White Folder* on board
- Complete and submit an Incident/Accident Report Form as soon as practicable
- Not admit fault, offer to pay for damages or injuries, or sign any statements provided by police
- Cooperate fully with any follow-up investigations

If the registered driver is found at fault, they are responsible for the $500 insurance excess and any related repair costs. If the repair cost is less than the excess, the hirer will be charged the lower amount.

15. Breakdowns, Emergency and Roadside Assistance

The City of Casey holds membership with 24-hour roadside assistance. *The White Folder* in each bus contains roadside assistance details.

Please note: The City of Casey Council offices, including the Works Depot, are unattended after hours and on weekends.

For all emergencies or urgent situations, refer to the *White Folder* for key contacts, including numbers for accidents, breakdowns, incidents, and Council staff.

16. Additional Costs

All hirers will be invoiced monthly for bus usage, including tolls and other applicable charges. Fees are set through Council's budget process and are charged at a fixed rate per hire.

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Summary of Additional Charges and Administration Fees

The following is a summary only. For full details, refer to the **Fees Schedule on** Council website.

Refuelling	If the bus is not refuelled even after short distances or the wrong fuel is used, premium fuel rates apply plus a $50 admin fee.
Incomplete, Not Completed or Not Submitted Forms	A $50 fee will apply if the Pre/Post Trip Inspection Forms (Driver Report) are incomplete, not completed, or not submitted on the day of hire.
Infringements/Tolls	All tolls, parking fines, and traffic infringements are the hirer's responsibility.
Late Cancellations/No-Show	The full-day or half-day hire fee charged for cancellations made less than 3 business days before the booking or if no notice is given (unless special circumstances apply).
Late Returns	$50 per hour if more than 15 minutes late. If this impacts the next hirer, a full-day hire fee applies.
Cleaning	$150 fee if the bus is returned dirty, plus administration costs for arranging cleaning.
Negligence-Related Breakdowns	Hirers cover costs for issues caused by their actions such as lost keys, or flat batteries from lights left on

Breach of Conditions of Hire and Use

Failure to comply with the Conditions of Hire and Use may result in additional fees, suspension of booking privileges, termination of current or future bookings, or legal action. Breaches will be reviewed by the Accessible Transport Team, with consequences determined based on the severity of the incident.

17. Complaints and Dispute Resolution

Hirers have the right to raise complaints or concerns at any time. Issues are treated confidentially and resolved through open discussion in line with the City of Casey's Complaint Handling Policy (available upon request).

Concerns or Disputes Service-related or Council Workforce:

- For service-related concerns, first speak with Accessible Transport staff.
- If the concern relates specifically to staff, contact the Coordinator of Accessible Transport.
- If the issue is not resolved, it will be referred to the Team Leader, Community Services.
- If the matter remains unresolved, it will be escalated to the Head of Ageing and Sector Support

Breaches of *Bus Hire: Conditions of Hire and Use by* the Hirer and/or Driver

- The Accessible Transport Team will contact the nominated representative.
- If unresolved, the issue will follow the same escalation pathway as above.

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18. Termination of Bookings

The City of Casey may cancel or terminate a booking if:

- *Conditions of Hire and Use* are breached
- False or misleading information is provided
- The bus is used in an unsafe or inappropriate manner
- The bus becomes unavailable due to an emergency or breakdown
- The City of Casey reserves the right to cancel or amend a booking if the bus is required for the delivery of Council services, emergency response activities, or other operational priorities.

19. Driver and Hirer Acknowledgment

Ongoing Agreement Regular Hirers

For regular hirers, as outlined in Section 2, the signed *Conditions of Hire and Use* remain valid for all ongoing bookings. Any newly registered driver must sign the agreement before operating the bus. If no new driver is added, the original agreement remains in effect. A new agreement must be signed annually.

Agreement for Casual Hirers

For casual hirers, as outlined in Section 2, a signed *Conditions of Hire and Use* agreement is required for each booking and whenever a new driver is nominated.

Acknowledgment of Community *Bus Hire: Conditions of Hire and Use*

If the registered driver is not the same person as the hirer (who submitted the *Registration and Booking Form*), both must read and acknowledge the following:

By signing below, I confirm that:

- I have read and understood the City of Casey Bus Hire: Conditions of Hire and Use.
- I agree to comply with all terms and conditions as outlined in this document.
- I accept full responsibility for ensuring compliance during the hire period.

Indemnity and Responsibility

The hirer and registered driver (if different) agree to indemnify the City of Casey against any claims, penalties, expenses, or damages arising from the operation of the bus by any nominated or registered driver.

Hirer

Name: _____

Signature: _____

Date: _____

Registered Driver (if different)

Name: _____

Signature: _____

Date: _____

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Contact the City of Casey:

Web: casey.vic.gov.au
Email: caseycc@casey.vic.gov.au
Phone: 03 9705 5200
Post: PO Box 1000, Narre Warren VIC 3805
NRS: 133 677 (for the deaf, hearing or speech impaired)

Customer Service Centres:

Narre Warren: Bunjil Place, Patrick Northeast Drive
Cranbourne: Cranbourne Park Shopping Centre
ABN: 43 320 295 742

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