



Tailem Bend Community Centre Bus Hire Booking Form

Bus Hire Contract

Tailem Bend Community Centre Incorporated, ABN 13 750 98, 141 Railway Tce. Tailem Bend SA 5260
Phone: (08) 85723513 Fax: (08) 8572 4813 Email: info@tbcc.org.au Emergency Contact: 0488 569 380

*Please note that the bus is monitored and tracked by M-Protekt at all times during the hire period.

* In the event of theft advise the emergency contact (**0488 569 380**) immediately.

This contract of hire is between the Tailem Bend Community Centre Incorporated (“TBCC”) and the Hirer below.

Terms and Conditions of Hire - below and overleaf: please read before signing.

Hirer’s Liability

1. The Hirer acknowledges that at the time of the hire that the Bus is clean, in a good serviceable condition, road worthy and full of DIESEL FUEL. The Hirer agrees to return the Bus in a condition similar to which the Bus was in at the time of hire. If in the opinion of the TBCC the Hirer returns the Bus in a dirty condition or has caused excessive wear and tear or damage, then the Hirer agrees to pay for the Bus to be cleaned and restored to its condition as at the commencement of hire. Pre-existing damage, wear and tear is to be noted by the parties before the Hirer takes possession. The Hirer shall be responsible for all charges incurred by the TBCC or the Hirer in respect of the delivery and return of the Bus except when authorized by the TBCC in writing.
2. The hirer shall ensure the Bus is full of DIESEL FUEL at the completion of the hire period or agrees to pay the cost of refuelling it.
3. The Hirer covenants that all drivers of the Bus are listed as such in this contract, have an appropriate licence to drive the Bus, possess the knowledge and skills to do so safely, and are unaffected by any drugs, medication or impairment.
4. The Hirer agrees to make their own insurance arrangements for their personal property against loss or damage for any reason and accepts full responsibility for items carried in or on the Bus and understands that the TBCC will not accept responsibility for any loss or damage to, or caused by the same, regardless of cause.
5. The Hirer accepts all liability (including but not limited to public third-party liability) arising from the use of Bus during the period of hire.
6. The Hirer agrees to pay the excess in any insurance claim by the TBCC for any loss or damage to the Bus while in the Hirer’s care
7. The Hirer and not the TBCC shall be responsible for any loss or theft of or from the Bus howsoever that loss or theft may occur.
8. The Hirer agrees to pay upon demand all costs incurred by the TBCC in the recovery of any outstanding amounts due by the Hirer to the TBCC including interest at the rate of 2.5% per month, debt collector’s costs and commission and legal expenses.

Definitions

“**TBCC**” means The Tailem Bend Community Centre Incorporated, its employees, agents and representatives.

“**Bus**” refers to the Toyota small bus, Registration Number S597BRU and all equipment and accessories of the Bus.

“**Hirer**” is the party contracting with the TBCC to rent the Bus.

“**Authorized Driver**” is a driver authorized to drive the Bus; this includes the Hirer as well as any additional driver whose name and driving licence number are listed on the front of this Hire Agreement.

“**Hire Period**” is the period between the Hirer taking possession of the Bus and its return to the TBCC.

“**Hire Charge**” is the amount detailed on the front page of this Contract of Hire or resulting from the late return of the Bus payable by the Hirer for the hire the Bus.

Conditions

9. The Hirer shall use the Bus in a reasonable and proper manner and shall not overload it.
10. It is the Hirer’s responsibility to comply with all laws and regulations regarding the use of the Bus.



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11. The Hirer represents to the TBCC that the Hirer and all Authorized Drivers have the knowledge, skill and ability required to enable them to carry out the driving of the Bus safely and without incident or accident.
12. The Hirer shall report any identified or potential faults with the Bus immediately or as soon as possible to the TBCC and the Hirer or any Authorized Drivers should not use the Bus if there are doubts about its roadworthiness.
13. The Hirer certifies that the Hirer as well as all Authorized Drivers are familiar with and competent with respect to:
 - a. Conducting any necessary operation checks of the Bus prior and after use.
 - b. Ensuring any added load (including self- installed child restraints <http://www.mylicence.sa.gov.au/road-rules/seatbelts-and-child-restraints>) is safely secured for travel, during loading and unloading activities, or when parked.
 - c. The maximum number of passengers (including the driver) allowed for this Bus, being 12.
 - d. Smoking or the consumption of alcohol or food (except for water) is not permitted on the Bus.
 - e. Ensuring the Bus is locked at all times when unattended.
 - f. Acknowledging that only DIESEL FUEL is to be used for the Bus and that its maximum height is 2285 mm.
14. Details of any extended periods of hire including overnight and interstate travel including the garaging of the Bus must be provided to TBCC at the time of hire.
15. Any trailer attached to the Bus must not exceed a total load weight of 400kg un-braked / 1400 braked (including the weight of the trailer).
16. The Hirer must return the Bus to the TBCC at or before the expiration of the Hire Period.
17. In the event that the Bus cannot be returned by the return time the Hirer must advise the TBCC before that time and advise the TBCC by calling 0488 569 380 during normal office hours to provide an estimated time of return.
18. In the event of the Bus not being returned by the scheduled return time stated on the front page of the Rental Agreement, an additional Hire charge shall be payable at the usual daily rate for that use of the Bus on the basis of a new hiring agreement upon the same terms and conditions are herein contained save and except as to the Hire Period which will commence at the time the Bus was due to be returned and end when the Bus is returned to the TBCC.
19. Failure to return the Bus without advising the TBCC of the late return will incur an additional charge (over and above the Hire Charge) until the Bus is returned calculated at a rate of \$50.00 per day or part thereof.
20. Late returns not advised as above will be considered as a stolen Bus and reported as such.

General Points

21. The minimum age of the Hirer or any Authorized Drivers is 18years.
22. During the Hire Period the Hirer will not:
 - a. Sell, offer for sale, assign, mortgage, pledge or sub-let the Bus or any interest of the TBCC herein.
 - b. Part with possession of the Bus except to parties named on this contract.
 - c. Allow any lien to be created in respect of the Bus for repairs or otherwise.
 - d. Use the bus in any manner resulting in personal gain, or for profitable enterprise.
23. The Hirer is responsible for all traffic or parking offences incurred during the Hire Period. The TBCC reserves the right to charge the Hirer a \$25.00 administrative fee per offence.
24. Driving on unsealed roads is strongly discouraged by the TBCC but if the Hirer is required to drive on unsealed roads the speed should not exceed 20km/h.
25. Driving the Bus on four-wheel drive tracks, beaches, river banks or through more than 10cm of water is not permitted.
26. The TBCC will not be liable for any loss or damage sustained because of any defect in the Bus or by any implied representation that the Bus was available for hire in a particular condition.
27. In the event of a Bus breaking down the Hirer shall arrange at their own expense to return it to the TBCC. The TBCC will not be responsible for any loss of time or expenditure damage and/or loss incurred by the Hirer arising out of any breakdown or mechanical failure of the Bus.
28. The Hirer authorizes the TBCC to charge and debit the Hirer's credit card with a cleaning fee if required.



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29. The Hirer will be charged a determined fee if the Bus is returned requiring cleaning - minimum of \$25/ maximum of \$100.
30. The Hirer confirms that the credit card provided is in the Hirer's own name.
31. The Hirer acknowledges and warrants that all information provided by the Hirer is true and accurate and can be relied upon by the TBCC.
32. The contract between the TBCC and Hirer comprises the whole agreement and that no collateral or oral statements by the TBCC, staff, employees, agents or representatives or any other person shall form part of the contract.

I, the "Hirer", confirm that I can read English and accept all the "TERMS AND CONDITIONS OF HIRE" set out in this agreement.

HIRER'S SIGNATURE _____ **DATE** ____/____/____

TBCC AGENT _____ **SIGNATURE** _____



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Title	Mr: <input type="checkbox"/> Mrs: <input type="checkbox"/> Ms: <input type="checkbox"/> Miss: <input type="checkbox"/> Full (not L or P1 P2) Licence No.: _ _ _ _ _ _ _ _ _
Surname:	
Given Name:	Middle Name:
Preferred Name:	Date of Birth: / /
Sex:	Male: <input type="checkbox"/> Female: <input type="checkbox"/> Other:
Street Address:	
Town and State :	Post Code:
Postal Address: if different from above	
Town: State Post code	
Phone Numbers:	Home: Mobile:
Email address:	Not Applicable: <input type="checkbox"/>
Country of Birth:	Main Language:
Date/time of Hire:	Pick up date Time..... Return date Time.....
Driver Required	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
Purpose of Travel Off road prohibited Distance
Towing weights	Braked - kg Un-braked - kg
Cleaning fees Food, drinks and smoking strictly prohibited in bus	Will be determined by TBCC Officer at the time of return (as per General Points 28 & 29) Excess cleaning fees will apply for such things as vomit, smoking smell, food or drink spills and stains
Payment Date : Receipt no:	Cash \$..... Direct deposit \$..... Taillem Bend Community Centre BSB 105-060 account 248239340 please put name & hire date in payment line
Person/Organisation responsible for payment of hire if not above	Name..... Address..... Email..... telephone ABN Are they aware of their obligation to pay Yes: <input type="checkbox"/> No: <input type="checkbox"/> Not Stated: <input type="checkbox"/> Other:
Credit Card details not used unless damage cleaning or fuel is required	Card Number.....Name on card Expiry date..... three number on back next to signature
Insurance Excess	Excess \$1,000 – Standard excess \$600 – Drivers under 21 \$400 – Drivers 21 to 25 years \$400 Drivers with less than 2 years experience



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Insurance – standard excess for a driver under 21 with less than 2 years on P1 or P2 will be \$2,000.00 – they would require a list of passengers ages and if they are license holders.

License P1 or P2 –normal restrictions apply for P1 and P2 license holders - eg hours and number of passengers under 18 etc – a list of passengers names and ages are required for TBCC records. P1 restriction listed below.

NO DRIVING BETWEEN MIDNIGHT AND 5AM NIGHT DRIVING RESTRICTION

Applies to P1 licence holders and Learner motorcyclists under 25 from 28 July 2014. This includes anyone who has a P1 licence on 28 July 2014 and anyone who obtains a P1 licence on or after 28 July 2014.

If you hold a P1 licence subject to a curfew condition, on 28 July 2014, the curfew condition will be removed and you will be sent a replacement licence. You will be subject to the night driving restriction whilst you hold a P1 licence and you are aged under 25 years.

This rule does NOT apply to P2 licence holders or motorcyclists under 25 who hold a P2 licence or a full car licence.

Food, drinks & smoking strictly prohibited in bus!

TBCC use only Licence sighted and copied details correct on form Yes:

Name Booking calendar confirmation Yes:

Driver available Yes: Who.....

Payment details

Rec Number Invoice required Yes:

Sent to Treasurer Yes:

Date Inspection Date of return inspection

Starting odometer End odometer Log book completed Yes: No:

Please record and dents scratches on vehicle *if any accidents occurred please complete inspection form*



Height 2285	Length 5380	Width 1880
Comments		

- | | | | | | |
|-----------------------------|-------------------------------|------------------------------|--------------------------------|-------------------------------|------------------------------|
| Bus full of diesel | Yes: <input type="checkbox"/> | No: <input type="checkbox"/> | Odours | Yes: <input type="checkbox"/> | No: <input type="checkbox"/> |
| Keys returned | Yes: <input type="checkbox"/> | No: <input type="checkbox"/> | Front seat area clean | Yes: <input type="checkbox"/> | No: <input type="checkbox"/> |
| Door locks working | Yes: <input type="checkbox"/> | No: <input type="checkbox"/> | Front & back floor mats clean | Yes: <input type="checkbox"/> | No: <input type="checkbox"/> |
| Window switches function | Yes: <input type="checkbox"/> | No: <input type="checkbox"/> | Climate controls Heat/cool | Yes: <input type="checkbox"/> | No: <input type="checkbox"/> |
| Interior lights | Yes: <input type="checkbox"/> | No: <input type="checkbox"/> | Seat belts fine front & back | Yes: <input type="checkbox"/> | No: <input type="checkbox"/> |
| 12V auxiliary ports working | Yes: <input type="checkbox"/> | No: <input type="checkbox"/> | Fire extinguishers x 2 checked | Yes: <input type="checkbox"/> | No: <input type="checkbox"/> |

Comments

SIGNED BY HIRER pick up

SIGNED BY HIRER returned

.....
Date.....

.....
Date.....

Print name

Print name

Inspected by TBCC personnel.....

Inspected by TBCC personnel.....