



BUS HIRE – General Terms and Conditions

Access Sydney Community Transport Inc.
ABN: 2398 589 2007

GENERAL TERMS AND CONDITIONS

1. UNDERSTANDING THIS DOCUMENT

In this document:

Agreement means these General Terms and Conditions of Agreement and the Hiring Form.

General Terms and Conditions means the terms and conditions set out in this document. These terms and conditions are binding once the Hiring Form is signed.

GST means Goods and Services Tax.

ASCT means Access Sydney Community Transport Inc, the owner of the Vehicle and where the context permits, includes an employee, officer or representative of Access Sydney Community Transport Inc.

Hiring Form means the hiring form attached at the end of this document or available to complete on-line from the ASCT website.

Vehicle means any of the vehicles provided by Access Sydney Community Transport Inc (and includes every part of and accessory for the Vehicle).

Vehicle Orientation means a demonstration of the key safety features of the Vehicle.

You means the person or persons named as the authorised agent of the Hiring Organisation on the Hiring Form. **Your** or **Yours** has a corresponding meaning.

2. AGREEMENT

ASCT agree to hire out the Vehicle to You for the period stated on the Hiring Form subject to the General Terms and Conditions and You agree to:

- (a) pay the hiring charges specified in the Hiring Form (and as otherwise specified in this document); and
- (b) comply with the General Terms and Conditions.

3. ABOUT YOU

3.1 It is a condition of hiring a Vehicle that:

- (a) Your nominated driver must be 25 years of age or older;
- (b) Your nominated driver must hold a valid and current unrestricted motor vehicle licence for the class required to drive the vehicle hired (e.g. LR - Light Rigid); and
- (c) Your nominated driver must have been trained to use the vehicle and have attended a Vehicle Orientation session provided by ASCT before hiring the Vehicle.

3.2 Only Your nominated driver may drive the Vehicle. Your nominated driver must not permit any other person to drive the Vehicle.

- 3.3 You represent that the information provided by You on the Hiring Form is true and correct, and You acknowledge ASCT have relied on that information as being true and correct in entering into a hiring Agreement.

4. ABOUT THE VEHICLE

- 4.1 You acknowledge that:
- (a) You, or your nominated representative, have inspected the Vehicle;
 - (b) You have confirmed that the Vehicle appears to You to be in good condition, appears to be roadworthy and clean; and
 - (c) You have confirmed that the Vehicle appears to You to be suitable for transporting a person in a wheelchair (including any person you intend to transport in a wheelchair).
 - (d) You have been informed by ASCT of all unrepaired damage to the Vehicle that you are not responsible for.

5. USE OF THE VEHICLE

- 5.1 You agree that you **must not**:
- (a) use the Vehicle, or allow the Vehicle to be used, for any illegal or unlawful purpose;
 - (b) use the Vehicle, or allow the Vehicle to be used, for a race, rally, trial, speed trial, test, contest, motor sport, driver training course, experiment or demonstration;
 - (c) drive the Vehicle while under the influence of alcohol, drugs or have a blood alcohol content that exceeds limits permitted in New South Wales;
 - (d) use the Vehicle to tow or push anything;
 - (e) use the Vehicle, or allow the Vehicle to be used, to carry passengers for a fare or payment of any kind;
 - (f) carry a greater number of persons than the Vehicle has seat belts or restraints;
 - (g) carry any inflammable, explosive or corrosive materials (except for properly sealed wheelchair batteries);
 - (h) overload the Vehicle;
 - (i) use the Vehicle, or allow the Vehicle to be used, when it is damaged or unsafe; or
 - (j) repair or alter the Vehicle in any way (other than to repair driver serviceable parts of the Vehicle, to the extent necessary to safely operate the Vehicle, including changing the tyres).
- 5.2 You agree that You **must not**:
- (a) drive the Vehicle on unsealed roads; or
 - (b) drive the Vehicle further than 100 kilometres from the vehicle depot, without express prior permission from ASCT.

- 5.3 You acknowledge and agree that if You use the Vehicle in breach of the terms and conditions of this Agreement:
- (a) the Vehicle may not be covered by insurance and You may be liable for the loss of, or any damage to, the Vehicle; and
 - (b) ASCT may determine that You are not eligible to hire the Vehicle again.

6. MAINTENANCE, SECURITY AND SAFETY

- 6.1 You must:
- (a) at all times ensure the Vehicle's engine oils and engine coolant levels are maintained to the level required for correct operation of the Vehicle, and ensure that the Vehicle's tyres are correctly inflated and are maintained;
 - (b) keep the Vehicle locked when it is unattended by You and keep the keys under Your control at all times;
 - (c) keep the Vehicle securely parked;
 - (d) comply with any seat belt and child restraint laws;
 - (e) when transporting a person in a wheelchair, use the Vehicle's wheelchair hoist and restraints as demonstrated during the Vehicle Orientation; and
 - (f) generally do all things necessary to keep the Vehicle in the same condition as when it was hired.

7. RETURN OF THE VEHICLE

- 7.1 You must return the Vehicle:
- (a) in the same condition as when the Vehicle was hired; and
 - (b) on the date and at the time stated on the Hiring Form
 - (c) with the interior of the Vehicle swept out and seat belts placed back in their usual position
 - (d) with completed paperwork and keys handed to an ASCT agent or left in the designated drop off area
- 7.2 The Vehicle must be returned with the fuel tank filled with the correct fuel. If you do not fill the fuel tank, ASCT will charge You:
- (a) if the fuel tank is less than half full, **\$100.00** (including GST);
 - (b) if the fuel tank is greater than half full (but less than full), **\$50.00** (including GST).

8. COST OF HIRING VEHICLE

- 8.1 You are responsible for paying to ASCT:
- (a) the fees for hiring the Vehicle as set out in the Hiring Form;
 - (b) any money owed to a Government authority as a result of road tolls, parking or traffic fines and any penalties for driving offences that occurred during the period of hire;
 - (c) any GST, stamp duty or any other Government charges that may apply;
 - (d) if the Vehicle is not returned as agreed, the cost of recovering the Vehicle; and
 - (e) any other fees or charges that may arise under this Agreement.
- 8.2 ASCT will issue You with a tax invoice for the fees and charges that You must pay to ASCT when the Vehicle is returned and when ASCT have completed an inspection of the Vehicle. Any charges not able to be determined at that time will be billed to You under a separate tax invoice.

9. BOND

- 9.1 On the first occasion of hiring an ASCT Vehicle You are required to pay a bond of **\$350.00** before collecting the vehicle.
- 9.2 The bond will be returned to You when:
- (a) the Vehicle has been returned to ASCT in the condition required by clause 7; and
 - (b) all fees and charges that You must pay to ASCT have been paid.
- 9.3 If the fees and charges that You must pay to ASCT are not paid when the vehicle is returned, You agree that ASCT may apply the bond to satisfy any outstanding fees and charges. If the fees and charges exceed the amount of the bond, any outstanding fees and charges will be billed to You.
- 9.4 If You would like to pay any outstanding fees and charges with the bond, You may tell ASCT to do so when You return the vehicle. If outstanding fees and charges are less than the bond, ASCT will refund the bond less the outstanding fees and charges.
- 9.5 If You have previously Hired a Vehicle from ASCT payment of the Bond is not required.

10. PAYMENT

- 10.1 Payment must be made by cash or cheque by the date stated on the invoice.
- 10.2 If payment is not made on time, a late payment fee of **\$50.00** (including GST) may be charged.
- 10.3 If payment is by cheque and the cheque does not clear, a late payment fee of **\$50.00** (including GST) may be charged.

- 10.4 All fees and charges specified in the General Terms & Conditions are specified inclusive of GST. If GST is imposed on a supply which is not expressed as inclusive of GST, the fee or charge for that supply will be increased by the amount of the GST.

11. DAMAGE TO THE VEHICLE

- 11.1 You must immediately notify ASCT of:
- (a) any damage to, or loss of, the Vehicle;
 - (b) damage to, or loss of, any other property caused by Your use of the Vehicle;
 - (c) an injury to any person caused by Your use of the Vehicle.
- 11.2 You must not attempt to repair the Vehicle without our consent. You may repair driver serviceable parts of the Vehicle, to the extent necessary to safely operate the Vehicle, including changing the tyres.

12. OUR RESPONSIBILITIES

- 12.1 ASCT are not responsible for:
- (a) the loss of, or any damage to, the Vehicle (or the cost of repairing damage to the Vehicle or the cost of replacing the Vehicle) caused by You or any other person (regardless of whether the damage is accidental or a result of carelessness);
 - (b) loss of, or damage to, the property of any person which is caused by the use of the Vehicle by You or any other person (regardless of whether the damage is accidental or a result of carelessness); and
 - (c) any cost or delay occurring as a result of a breakdown or mechanical failure in the Vehicle.
- 12.2 ASCT are not responsible for any property that is:
- (a) stolen from the Vehicle during the hire period;
 - (b) damaged in any way while in the Vehicle; or
 - (c) left in the Vehicle after it is returned at the end of the hire period.

13. YOUR RESPONSIBILITIES

- 13.1 The Vehicle is covered by insurance. However the Vehicle may not be insured in circumstances where You have used the Vehicle in breach of this Agreement.
- 13.2 If ASCT make an insurance claim for any loss or damage to the Vehicle, You are responsible for paying the excess on the ASCT policy.
- 13.3 If ASCT make an insurance claim, and the claim is denied or refused either in whole or in part by the insurer, You are responsible for:
- (a) the loss of, or any damage to, the Vehicle (or the cost of repairing damage to the Vehicle or the cost of replacing the Vehicle) caused by You or any other person (regardless of whether the damage is accidental or a result of carelessness);

- (b) loss of, or damage to, the property of any person which is caused by the use of the Vehicle by You or any other person (regardless of whether the damage is accidental or a result of carelessness).
- 13.4 You release ASCT from any liability or claim and (to the extent that ASCT is not covered by insurance) you indemnify ASCT in respect of:
- (a) the loss of, or any damage to, the Vehicle (or the cost of repairing damage to the Vehicle or the cost of replacing the Vehicle) caused by You or any other person (regardless of whether the damage is accidental or a result of carelessness);
 - (b) loss of, or damage to, the property of any person which is caused by the use of the Vehicle by You or any other person (regardless of whether the damage is accidental or a result of carelessness);
 - (c) loss of, or damage to, property left in the Vehicle;
 - (d) any other loss, damage, cost, liability, injury (including death) or expense caused by You or any other person as a result of Your hiring or using the Vehicle.

Where permitted by the insurance for the Vehicle, your liability to indemnify ASCT will be reduced proportionally to the extent that ASCT have caused or contributed to the loss, damage, cost, liability, injury or expense.

- 13.5 If You are involved in an accident, or the Vehicle is otherwise lost, damaged or stolen, You must:
- (a) promptly report to the police and to ASCT that the Vehicle has been lost, damaged or stolen;
 - (b) cooperate with the police and with ASCT;
 - (c) cooperate with the insurer of the Vehicle; and
 - (d) not do anything which may prejudice the insurance for the Vehicle.

14. YOUR RIGHTS

- 14.1 You have rights under laws which protect consumers. The Hiring Agreement must be interpreted in a way which is consistent with Your rights as a consumer which cannot be excluded, restricted or modified by this Agreement.

15. TERMINATION

- 15.1 ASCT can terminate the Hiring Agreement and take immediate possession of the Vehicle without notice if You have breached the terms and conditions in the Agreement.
- 15.2 You can end the Hiring Agreement before the end of the agreed period of hire by returning the Vehicle to ASCT in accordance with clause 7.
- 15.3 If you end the Hiring Agreement before the end of the agreed period of hire, You are not entitled to a refund of the hiring charges unless ASCT otherwise agree.

16. PRIVACY

16.1 In this paragraph:

Privacy Laws means the *Privacy Act 1988* (Cth), and applicable State legislation with similar objectives.

Personal Information has the same meaning as in Privacy Laws.

16.2 You acknowledge that ASCT must collect Personal Information from You (including the information on the Hiring Form) for the purpose of hiring the Vehicle to You, and You consent to ASCT collecting Personal Information from You.

16.3 You acknowledge that ASCT may need to use or disclose Your Personal Information for the purposes of hiring the Vehicle to You, including:

- (a) to assess your eligibility to hire the Vehicle;
- (b) to communicate with the insurer of the Vehicle;
- (c) to locate and/or protect the Vehicle; and
- (d) to cooperate with law enforcement authorities and other government agencies as required or permitted by law.

17. COMPLAINTS

You are entitled to contact ASCT (Ph: (02) 8241 8000) if you dispute any charges or other matters under this Agreement. Final arbitration in all disputes will be the responsibility of the Board of Management of Access Sydney Community Transport Inc.

18. GOVERNING LAW AND JURISDICTION

The Hiring Agreement will be governed by, and construed in accordance with, the law in force in New South Wales. You agree, and ASCT agrees, to submit to the jurisdiction of the courts in New South Wales.