



Cloncurry Shire Council

POLICY NO.

CS 0003

COMMUNITY BUS AND TRAILER HIRE POLICY

1. Background and Context

The Bus and Trailer is made available for local schools, not-for-profit community groups, residents and businesses to support activities and programs that are of benefit to the community.

2. Scope

The policy relates to the hire of the Cloncurry Shire Council Bus and Trailer.

3. Objective

The purpose of the policy is to set guidelines on how Cloncurry Shire Council's Community Bus and Trailer will be managed.

4. Definitions

Bus Shall mean the Cloncurry Shire Council 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 form as provided by the owner to the Hirer.

Trailer Shall mean an enclosed single axle Trailer approximately 1500mm x 2400mm x 1900mm.

Owner Shall mean Cloncurry Shire Council (CSC), or any person acting on behalf of, and with the authority of, Cloncurry Shire Council.

Hirer Shall mean the Hirer or any person acting on behalf of and with the authority for the Hirer to obtain the temporary use of CSC Community Bus for an agreed payment.

Price Shall mean the cost of the hire of the Bus as agreed between the owner and the Hirer subject to the contract.

Bookable Online Venue / Facility Booking System

TMR Transport and Main Roads, Queensland State Government Regulator - connects people, places, goods, and services safely, and efficiently across Queensland including licensing travel and transport road safety compliance.

RACQ The Royal Automobile Club of Queensland Limited is a mutual organisation and Queensland's largest Club, providing services including roadside assistance, insurance, banking, and travel to members.

5. Roles and Responsibilities

5.1. Council's Community Services Department is responsible for ensuring this policy is understood and adhered to by the employees of Cloncurry Shire Council and Hirers of the Community Bus and Trailer.

5.2. The Community Services and Economic Development Department is responsible for all client bookings and scheduling. Additionally, the Community Services and Economic Development

Department is responsible for the maintenance of the hire agreement and subsequent Terms and Conditions of Hire for any Bus documentation.

- 5.3. The Infrastructure and Environment Department is responsible for the Bus and Trailer management including but not limited to mechanical maintenance, repairs and damages, dispatch and receipt with Bus and Trailer handover, inspection, and incident checklist reporting.
- 5.4. Corporate Services Department (Reception) is responsible for the receipt of keys; and contractual arrangements check when interacting with the Hirers.
- 5.5. Chain Responsibility – Following Cloncurry Shire Council operational procedures and structure is implemented in all circumstances.

6. Policy

- 6.1. The Bus and the Trailer are hired in accordance with the Terms and Conditions, which must be accepted by the Hirer via the online booking system prior to delivery and/or pickup of the Bus and the Trailer.
- 6.2. In the event of any inconsistency between this Policy and the Terms and Conditions, the Policy shall prevail.

7. Eligibility

- 7.1. The Bus and Trailer are available to a broad range of hirers.
- 7.2. In summary, there are four categories or organisations in order of priority as follows:
 - a. Cloncurry State School P-12, St Joseph's Catholic School P-9, and Dajarra State School
 - b. Local Not-for-profit organisations
 - c. Local Residents
 - d. Local Businesses
 - e. Organisation and individuals from outside Cloncurry

8. Application for Bus Hire

- 8.1. All Hirers wishing to use the Bus or the Trailer on a regular or casual basis need to make an application within Bookable, which is available on Council's website.
- 8.2. Applications will be assessed according to priority, as contained in Item 7.2 of this Policy. Eligible Hirers are then entitled to proceed with the booking; following Council's booking procedures outlined below.
- 8.3. All booking documentation must be completed and supplied to the Council 14 days prior to the use. Council may, at its discretion, accept a booking within the 14 days pending Bus availability and priority, in accordance with the list contained in Item 7.2 of this Policy.
- 8.4. A bond is payable upon confirmation of booking.
- 8.5. The Council has discretion in relation to hiring and availability of the Bus and Trailer.
- 8.6. The Trailer may be hired independently of the bus.

9. Passengers

- 9.1. The total number of persons travelling in the Bus should not exceed the number of passengers for which the Bus is licenced.

- 9.2. The driver and all passengers must always wear a seatbelt or child restraint when driving. Driving includes when the vehicle is moving or stationary (for example, when stopped at traffic lights), but not when parked.
- 9.3. Children more than 1 year old and less than 7 years old can be restrained using a seat belt. Children less than 1 year old can be restrained as being held on the lap of someone 16 years or older.
- 9.4. The Hirer is responsible for the behaviour of the passengers, and the damages incurred due to the actions of the passengers.
- 9.5. The Hirer is responsible for each passenger to follow Queensland Government Road Laws in wearing a properly fastened and adjusted seatbelt to significantly reduce the risk of serious injury or loss of life in a crash. For more information - [Please Read Queensland Government Seatbelt Regulations.](#)

10. Driver

- 10.1. Hirers of the Bus must provide their own driver(s), who will need to hold an appropriate and current drivers licence [i.e class HC, MC, HR, LR or MR] and driver's authorisation as determined by the Department of Transport and Main Roads.
- 10.2. Name/s of nominated drivers and copy/copies of their driver's licence and driver's authorisation are required to be supplied to Council prior to the confirmation of the booking..
- 10.3. Drivers may be exempted from holding a driver's authorisation, depending upon the type of activity performed by the hirer. Further details regarding exemptions are outlined in PT23 — Operator Accreditation and Driver Authorisation Exemptions — July 2023.
- 10.4. If it is identified that the Hirer is exempted, Council will require the Hirer to advise Council in writing of the reason for the exemption.
- 10.5. The driver must always maintain a zero-blood alcohol level when driving or in control of the Bus.
- 10.6. The driver must understand their responsibilities under the Heavy Vehicle Driver Fatigue Laws and maintain a Work Diary for travel outside the Council area.
- 10.7. The Bus must not be driven by any person other than the nominated driver unless prior written permission is provided by Council to the Hirer.

11. Collection and Return of the Bus

- 11.1. The key to the Bus will only be issued to the nominated driver. If there is a change in the driver, users are required to notify Council before collecting the Bus so that the required documentation can be completed.
- 11.2. The Bus and/or Trailer can be collected from the Council depot between 7:00am and 3:00pm Monday to Friday (excluding public holidays).
- 11.3. An inspection sheet will be filled out by Council's Workshop & Fleet Services Supervisor at the beginning and end of each booking. A detailed list and photographs of pre-existing damage to the Bus and Trailer is kept on record. Any new damage identified at the completion of a booking will be the responsibility of the Hirer.
- 11.4. If the Council depot is closed when returning the Bus or Trailer, ring the after-hours number to make arrangements for its return.

11.5. The Bus and Trailer must be returned in a clean and tidy condition at the end of the hire. All costs to clean the Bus or Trailer when it is not returned in a clean and tidy condition will be payable by the Hirer and may be withheld.

12. Servicing and Maintenance

12.1. Council shall be responsible for all servicing and maintenance.

12.2. Council can provide a purchase order for payment. If this is not possible the Hirer must retain a compliant tax invoice/receipt and provide to Council for reimbursement upon returning the Bus.

12.3. Any servicing and maintenance by the Hirer may only be carried out with the prior written approval of Council. Council will not refund the cost of any unauthorised service or repair, and this will be carried out at the Hirer's own cost.

13. Insurance and Roadside Assistance Support

If unplanned/emergency servicing is required, the Hirer should, in the first instance, seek authorisation from Council in order of priority as follows.

- Contact Council outside Business hours on (07) 4742 4100
- Emergency support

RACQ providing services including roadside assistance can be contacted on 13 19 05.

14. Smoking and Drugs

Smoking, vaping and/or the use of or possession of illicit drugs is not permitted on the Bus.

The Council has the right to conduct random BAC 0.00% breath tests and drug tests at any time on the Driver whilst they are in operation of the Bus.

15. Food/Beverage

The consumption of food and drink whilst on the Bus is at the discretion of the Hirer. However, a common-sense approach should be taken in relation to the type of food and cleaning responsibilities.

16. Fees for Hire

16.1. Fees will be addressed in current financial schedule of fees and charges determined by Council on an annual basis

16.2. Fees will be based on providing a subsidised community Bus service for schools and local not for profit organisations.

16.3. The Bus and Trailer are provided free of charge to Local Not-for-profit organisations and this is reflected in the annual fees and charges.

16.4. Other categories of hirers will be charges a fee per the Annual Fees and Charges.

16.5. The Chief Executive Officer is delegated authority to waive fees and charges associated with the hire of the Bus and Trailer where it can be demonstrated that there is a significant benefit to the community. For example, this could include use of the bus to attend a seniors event in a neighbouring community.

17. Fuel

17.1. The Bus is to be fuelled by Council prior to hire so that it is supplied with a full tank of fuel. The Hirer is responsible for any subsequent purchase of fuel and the Bus is to be returned by the Hirer with a full tank of fuel.

17.2. If Bus is not returned with a full tank, the Hirer will be charged for the cost of the fuel required to fill the tank.

18. Type of Travel Permitted

The use of the Bus will be approved for the following purposes:

- Group travel to a destination within the Cloncurry Shire and no more than 1000km from the township of Cloncurry;
- For distances greater than 1000km or outside of Cloncurry Shire Council where prior approval has been requested and provided by Cloncurry Shire Council's Chief Executive Officer.

19. Heavy Vehicle Driver Fatigue Laws

19.1. The driver of the Bus is required to follow Heavy Vehicle (Fatigue Management) National Regulation 2018 Legislation.

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

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

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

- 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).
- 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 28 days.
- Drivers must, within 21 days of completing a record, give Council a duplicate copy of their work diary page.
- A printout of an approved electronic work diary or a copy of any supplementary record made.
- An approved electronic work diary may be used instead of a National Driver Work Diary.

For more information - Please read Heavy Vehicle (Fatigue Management) National Regulation

20. Breach of Terms and Conditions

The Hirer must pay for any damages resulting from the breach of the Terms and Conditions.

Reference and Related Documents

Terms and Conditions of Community Bus Hire

POLICY VERSION AND REVISION INFORMATION

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1	13.140819	19 August 2014	
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Policy Endorsed by: Philip Keirle



Title: Chief Executive Officer