



# HAMPTON PARK COMMUNITY HOUSE

Auspiced by: Hampton Park Care Group Inc. A587  
ABN 91 334 724 925

16-20 Stuart Ave, Ph: 9799 0708  
P.O. Box 440,  
Hampton Park 3976

Email: [office@hamptonparkch.com.au](mailto:office@hamptonparkch.com.au)

## Office Use Only

Hire \$ \_\_\_\_\_

Bond \$500  
EFT / CASH

Bond held  
Rec. No. \_\_\_\_\_

Bus: XMT /UAR

**Hire Fee \$60 / \$80 / \$120**

Bond \$500

## COMMUNITY BUS USAGE FORM 2019

NAME OF DRIVER.....

ADDRESS.....

.....

TELEPHONE.....

ORGANISATION (if applicable).....

### PERIOD OF INTENDED USE:

REQUIRED FROM: Time..... am / pm

Date.....

RETURN Time..... am / pm

Date .....

USAGE: (see warning on conditions of use)

### Intended destination and approximate distance:

.....

.....

***Please note that the Community Buses are covered by the RACV for Roadside Assistance. They can be contacted on 13 11 11 All other emergency queries can be reported to the House Manager on 0438 450 002. This is for emergency queries only please.***

**Initial:** \_\_\_\_\_

## HAMPTON PARK CARE GROUP INC.

### COMMUNITY BUS CONDITIONS OF USE

#### **BUS REGISTRATION UAR 034 or XMT 870**

1. The vehicle will be available to clubs, organizations and individuals at the sole discretion of the Manager. If you do not agree with the decision of the Manager you may refer this decision to the Hampton Park Care Group Inc., Board of Governance PO Box 440 Hampton Park.
2. The booking must be made by an Office Bearer of a club/organization in the case of clubs/organizations hiring the bus, whose details along with the nominated driver/s are to be completed on the Usage Form.
3. All drivers must sign an Indemnity Form. The bus is only to be driven by the person nominated and whose signature appears on the Indemnity Form. In the case of more than one driver being nominated an additional Indemnity Form must be completed by each additional driver.
4. All drivers of the bus must be over 25 years of age and under 80 years and a holder of a full Victorian Drivers Licence.
5. Bookings for the bus are to be arranged through the Hampton Park Community House, 16-20 Stuart Ave, Hampton Park or telephoning 9799 0708 between the hours of 9am and 3pm.
6. Bookings will be on a "First In – First Served" basis
7. Bookings will only be confirmed once paperwork and \$50 non-refundable deposit are received by the Manager within seven (5 working) days of a tentative booking being made. The full hire fee must be made within 30 Days of the Deposit being paid or in the week hire whichever comes first. Bonds are payable on the week of the hire. NO REFUNDS will be issued for cancellations or non use during the 30 days prior to the hire date. Any cancellations should be made in writing addressed to the Manager.
8. The use of the bus is limited to :  
  
Monday to Friday 9.30 am to 2:30pm  
Friday: after 5 pm to Monday 5.00am

If the bus is required for periods during the school holidays written applications must be made to the Management of the Hampton Park Care Group Inc. for consideration.

9. Fees for the use of the bus are to be paid on booking.

**Bond** \$500 per hire **REFUND OF BOND after 11AM on second working day**  
**Hire:** Monday to Friday (9.30 to 2:30pm) \$60.00 GST inclusive  
Friday (after 5pm) \$80.00 GST inclusive  
Saturday and Sunday \$120.00 per day GST inclusive

Note: the one day's hire on the weekend is considered to be any length of up to 20 hours whether it is 2 hours or 20 hours.

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10. Fuel (Unleaded petrol) used is to be replaced immediately prior to return.
11. The bus is covered by full comprehensive insurance. A **\$1000.00** excess **insurance fee and \$60.00** (GST inclusive) **administration fee plus any other expenses incurred not covered by the insurance policy for which the Hirer will be responsible in the event of any damage.**is applicable for which the club/organization or driver will be responsible for paying in the event of damage to the bus. Repair costs for damage to the bus amounting to less than \$500.00 are to be paid by the club/organization or individual to the Hampton Park Care Group Inc.
12. The bus is covered by the RACV for Roadside Assistance. **Please call 13 11 11 if roadside assistance is required.** Any other **emergency queries can be reported** to the House Manager on mobile telephone number **0438 450 002.** (Emergencies only please.)
13. The maximum number of people who may travel in the Community Bus is twelve (12). i.e. a driver and up to eleven passengers.
14. The bus must not be taken into ANY underground car parks. Height warning signs are not always placed in underground car parks. **WARNING;** the **\$1000.00** excess insurance fee and \$60.00(GST inclusive) administration fee will be the responsibility of the user in the event of damage to the bus.
15. Under no circumstances is the bus to enter a “Declared Hazardous Area” such as roads to the snowfields. The bus is not permitted to travel in any area where wheel chains are required to be carried. The bus is only to be used on formed roads.
16. No seats are to be removed from the bus at any time.
17. **No Food or Beverages** are to be consumed on the bus. No **ALCOHOLIC** beverages are to be consumed at any time by the driver responsible for the bus, including a reasonable time before collecting the bus.
18. **No SMOKING** in the bus at any time.
19. At the end of the trip, the Hirer **MUST REFILL THE BUS WITH UNLEADED FUEL** at any nearby service station to the Hampton Park Community House. A receipt is to be obtained and attached to the checklist and returned with the bus keys at the completion of the trip. If the bus is returned not refuelled, you will be billed the cost of refuelling.
20. The Hirer **MUST** return the bus in a clean condition. Please ensure your booking leaves sufficient time to arrange suitable cleaning of the bus. If you return the bus without cleaning it, you will be charged an additional fee for cleaning dependant on requirements (GST inclusive). If the bus has not been cleaned or refuelled or is damaged when you pick it up, please contact the Community House as soon as possible.
21. The Hirer must collect and return the bus at the time stated on the Usage Form, as others may have booked the bus before or after your booking. If you return the bus late you will be charged an additional day’s rental (GST inclusive). This is particularly important Monday to Friday as the bus is used to deliver and collect children from local schools.
22. The actual driver of the bus, who will be required to produce his/her licence and sign the Indemnity Form, unless this has already been attended to, must collect the keys.
23. The keys can be collected from the Reception desk at the Hampton Park Community House, 16-20 Stuart Ave, Hampton Park between the hours of 9am and 3 pm Monday to Friday, excluding public holidays.

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- 24. The bus is garaged at the Hampton Park Community House and the key for the garage will be issued with the bus key.
- 25. On returning the clean and refuelled bus to the Community House please ensures all windows are closed and all doors are securely locked and the garage roller door is locked. During office hours, the keys are to be returned to the reception desk. Out of hours the keys and security card are to be placed in the red drop box outside the front door of the Community House.
- 26. We have **not** equipped the bus with an **E-Tag**, the hirer will be responsible for any travel on the City link or infringements incurred.
- 27. The Garages have Security Alarms that need to be armed and disarmed when picking up and dropping off the Bus, please follow the instructions you are given failure to do so will incur a penalty fee of \$55.00 for each breach.
- 28. **It shall be at the discretion of the Board of Governance to refuse to hire out the buses** notwithstanding that the bus may have been hired out, and that those conditions have been agreed to and signed and the hiring and other charges paid. The Board of Governance shall if it sees fit, cancel any such hire, and direct the return of all money paid to the Hirer, who then will have no claim at law or in equity for any loss or damage in consequence thereof.
- 29. The Hampton Park Community House reserve the right to cancel a hire if a person becomes rude and/or abusive to staff.

**ANY ORGANISATION OR INDIVIDUAL THAT DOES NOT FULFIL THESE CONDITIONS WILL LOSE BOND MONEY AND JEOPARDIZE FUTURE USE OF THE BUS.**

***I have read and accept the above terms and conditions of hire.***

PRINT NAME.....

SIGNATURE.....

DATE: .....

.....

Office use:

Signature ID sighted:  Staff Name: \_\_\_\_\_ Initial: \_\_\_\_\_

# UNDERTAKING AND INDEMNITY AGREEMENT TO BE EXECUTED BY DRIVERS OF HAMPTON PARK CARE GROUP INC., COMMUNITY BUS

A587 - ABN 91 334 724 925

I, .....of .....

holder of **FULL VICTORIAN** Driver's Licence No: .....

which expires on ....., Date of Birth .....

(FULL NAME, ADDRESS AND LICENCE DETAILS TO BE COMPLETED and copy of licence provided)  
aged over **25 years of age and under 80 years**, and having **no previous driving convictions**, in consideration of Hampton Park Care Group Inc., permitting me to drive the Toyota Hi-Ace Commuter Mini – Bus, registered number UAR 034 or XMT 870, owned by Hampton Park Community Care Group Inc.

## HEREBY UNDERTAKE AND AGREE TO:

1. Comply with all applicable provisions of the Motor Car Act, Transport Regulations Act, Road Traffic Act and all other applicable laws, regulations and by-laws relating to the driving of the said vehicle. To pay any infringement (eg. Speeding) that I incur while the bus is in my possession.
2. The bus shall not be driven in snowy terrain or have snow chains attached to wheels.
3. The bus shall not be parked in undercover car parking facilities as the height of the vehicle may be an issue.
4. Ensure that no more than twelve (12) persons shall be carried in the said vehicle at any one time.
5. The bus shall not be taken outside of the borders of Victoria, Australia.
6. Not partake of any alcoholic drinks at any time while responsible for the vehicle, including a reasonable time before collecting the vehicle.
7. Ensure that **NO FOOD OR BEVERAGES** (other than water) are consumed in the vehicle.
8. **NO SMOKING** being permitted in the vehicle by driver or passengers.
9. Return the said vehicle to the Hampton Park Community House Bus Garage in the same condition and state of repair and with a **full tank of unleaded petrol**, at the times and dates specified on the Usage Form

Initial: \_\_\_\_\_

- 10. No person other than myself, or other nominated driver, driving the vehicle until the said vehicle is returned to the location nominated by Hampton Park Care Group Inc.
- 11. Not remove any seats from the bus.
- 12. I agree to pay for all Tollway fees incurred while the bus is in my possession. I am aware that this is arranged by calling CityLink on 13 26 29. If a Tollway pass is not purchased by the Driver a Late Toll Invoice will be issued and the Hampton Park Community House will nominate the Driver as such, and CityLink will pursue the Driver for the payment of their fine.
- 13. Comply with all terms and conditions of the current Hampton Park Care Group Inc., Community Bus Conditions of Use, having read and understood same.
- 14. Indemnify Hampton Park Care Group Inc., in respect of all claims, demands, actions and suits whoever arising out of any breach by me of any said legislation, by-laws or laws and any obligations herein before described and for any expenses and costs incurred by Hampton Park Care Group Inc., incidental thereto: -
- 15. **THE VEHICLE IS COVERED BY FULLY COMPREHENSIVE INSURANCE. A \$1000 EXCESS AND \$60 (GST Inclusive) Administration fee, plus any other expenses incurred not covered by the insurance policy for which the Hirer will be responsible in the event of any damage. (bonds will be use as a deposit for this amount)**
- 16. The Garages have Security Alarms that need to be armed and disarmed when picking up and dropping off the Bus, please follow the instructions you are given failure to do so will incur a penalty fee of \$55.00 for each breach. The alarms also note the times of arming and disarming.

***I have read and accept the above terms and conditions of hire.***

PRINT NAME.....

SIGNATURE.....

DATE.....

Office use:

Copy of licence provided:  Staff Name: \_\_\_\_\_ Initial: \_\_\_\_\_