



**Connect Health & Community**

**Community Transport**

**Bus Share Register (BSR)**

**Policy and Procedures**

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## 1. Bus Share Register (BSR) Overview and Aims

Developed and coordinated by Connect Health & Community (Connect Health), Community Transport the Bus Share Register (BSR) contains a list of community buses within the Connect Health's service area. Connect Health Community Transport works in partnership with Lender organisations that make buses available for community groups and organisations to use on a self-drive, contribution to cost basis.

Access to buses through the BSR is available 24 hours a day, 7 days per week.

The aim of the BSR is to:

- function as a central referral, booking and information service for community buses
- provide information to community groups and organisations about available community buses in the local government areas of Bayside, Glen Eira, Kingston, Port Phillip and Stonnington
- facilitate greater efficiency in the provision of, and access to, community buses to not-for-profit community groups and organisations that would otherwise have difficulty accessing transport
- assist in the provision of safe, affordable and efficient community bus services to not-for-profit community groups and organisations
- maintain, review and update the register as necessary

## 2. BSR Eligibility

Only community groups and not-for-profit organisations who provide services in the local government areas of Bayside, Glen Eira, Kingston, Port Phillip and Stonnington are eligible to access BSR.

Individuals, commercial businesses and/or organisations identified by the Lender are not eligible to hire buses through the BSR.

## 3. BSR Membership

There are two types of BSR membership – Hirer and Lender

A **Hirer** is a not-for-profit community group or organisation that can access and hire a bus through the BSR. Registered hirers are entitled to an unlimited number of bookings annually.

A **Lender** is an organisation with one or more community buses for hire. The organisation must meet the necessary requirements for Lender BSR Membership and be approved by Connect Health Community Transport to list its buses on the BSR.

Any community group or organisation wishing to hire or list buses on the BSR must become a Connect Health Community Transport BSR member. Applicants contact Connect Health

Community Transport to obtain a Membership Application form, a Membership Agreement and a copy of BSR Policy and Procedure documents. Once the documents have been read and completed the applicant must return the documents to Connect Health Community Transport staff who will determine organisation's eligibility for membership.

#### 4. BSR Hirer Initial and Annual Membership Fees

A hirer is required to pay an initial membership fee on a pro rata basis from 1 July. The pro rata system is only applicable on joining the BSR.

Annual Membership fees are payable annually from the 1 July. Connect Health will issue an invoice prior to the member's renewal date. Upon receipt of an invoice, the member is required to pay the annual fee:

- a) on or before the due payment date
- b) in full; and
- c) using one of the authorised payment methods specified by Connect Health & Community
- d) read and/or sign any amended documents related to the BSR e.g. BSR Policy and Procedures

If a hirer does not pay the annual membership fee by the due date, they forfeit their right to access the BSR register for that year. If the hirer wishes to recommence membership later in the year, payment of the full annual fee is applicable.

Membership fees are non-refundable.

#### 5. Bus Hire Guidelines

- When booking a BSR bus hirers are responsible for ensuring all applicable documentation and payments are returned to Connect Health Community Transport within the required timelines. Documentation may include; a completed BSR Membership Agreement form, a copy of the members Transport Safety Victoria registration certificate, a completed bus booking form and copies of relevant drivers driving licence. In addition all related fees, including any outstanding fees must be paid.
- Failure to comply with these requirements may result in cancellation of the booking or reallocation of the reserved bus to another organisation.
- *Transport Safety Victoria Registration* – All buses listed on the BSR have 10-12 seats. To operate these buses hirers must first register with Transport Safety Victoria (TSV) and provide Connect Health Community Transport with a copy of their TSV registration certificate. Bookings will **not** be confirmed until a TSV certificate of registration has been provided. Visit the TSV website at <http://www.transportsafety.vic.gov.au/> for further information and to register as a bus operator under the Bus Safety Act 2009.

- Although BSR membership assures access to listed community buses, it does not guarantee actual bus hire. Confirmation of bus hire is subject to availability and the approval of the lender.
- Neither Connect Health Community Transport nor the lender are responsible for providing hirers with a replacement bus should a bus hired through the BSR become unavailable for any reason.
- Neither Connect Health Community Transport nor the lender are liable for any costs the hirer may incur as the result of a bus becoming unavailable for any reason.

## 6. Booking a Bus

- Bookings are taken in advance during Connect Health Community Transport BRS office hours:  
**9.00 am to 3.00 pm, Monday to Thursday**
- Bookings can be made by telephone on 9575 5386, via email at [communitytransport@connecthealth.org.au](mailto:communitytransport@connecthealth.org.au) or in person at the Connect Health Community Transport office: 2A Gardeners Road Bentleigh East.
- Annual advanced bookings can be made by regular hirers. Booking requests must be submitted by email by 1<sup>st</sup> December of each preceding year.

Before a booking can be confirmed hirers must complete, and return to Connect Health Community Transport, Part B — Bus Booking Form of the Lender’s Hire Information Pack.

## 7. Bus Hire Fee

In addition to the annual membership fee hirers are required to pay a bus hire fee. Lenders apply their own hire fees based on costs associated with running and maintaining a bus. Lenders are responsible for invoicing hirers directly and for the recovery of all costs related the hirer’s use of a bus.

The lender, in consultation with Connect Health Community Transport, will determine if the condition of a returned bus complies with the Lender’s Hire Information Pack. If requirements are not met the hirer may face additional fees and charges.

### **Lenders Wishing to Hire a BSR Bus**

If a lender wishes to hire a bus, other than their own, listed on the BSR, they must comply with the booking process and pay the lender’s hire fees and any other associated costs of hiring a bus.

If a lender uses their own bus no fee applies.

## 8. Cancellation of Booking/s

**Lenders** have priority over the use of their buses at all times. Lenders can cancel bookings of their buses at their discretion, without penalty. This may occur, for example, if a

replacement bus is required whilst another bus is off the road for panel repairs or if a bus requires maintenance or repair.

**Hirers** must provide **at least 48 hours advance** notice of a cancellation. Cancellations with less than 48 hours' notice prior to a confirmed booking will incur a cancellation fee, which is based on the full hire charge for that booking.

Hirers are responsible for ensuring all required documentation is returned at least one week before the hire date to TA. Failure to comply may result in cancellation of the bus booking.

## 9. Suspension or Cancellation of Membership

Lender or hirer BSR membership may be suspended or cancelled at the discretion of Connect Health Community Transport. There are various reasons for suspension or cancellation of a membership, including:

- a hired bus is not used in accordance with the agreement provided by lenders
- a hirer has outstanding payments to a lender or Connect Health Community Transport
- a member does not comply with the Membership Agreement or the BSR Policy and Procedures
- a member provides false or misleading information as to their eligibility to become a member
- damage or loss in relation to a hired bus is unreported
- a lender's bus does not have the required insurance cover and/or meet BSR's other requirements
- use the bus for or with the intent of gaining financial benefit

Connect Health Community Transport reserves the right to refuse or cancel any booking on behalf of the Lender. For example, if a hirer has a history of vehicle accidents and/or traffic infringements, their BSR membership can be suspended or cancelled.

## 10. Other Charges/Fees

In addition to annual BSR membership and Lender hire fees the hirer may incur fees in the following circumstances:

- **Bus cleaning:** As per the hire agreement, prior to its return, a bus must be thoroughly cleaned and rubbish collected and removed. If a bus is not cleaned to the required standard prior to its return, a cleaning fee will apply.
- **Refuelling:** If a bus is returned without replacing the fuel used, evident by the fuel gage indicating a full fuel tank, a fee will be charged to refuel the bus in addition to the cost of fuel.
- **Late collection or return of a bus:** A fee will be charged if a bus is collected or returned more than sixty minutes later than the agreed time on the booking form. This fee is charged at an hourly rate to recover staff costs.

- **Failure to collect a bus:** If a bus is not collected on the day it has been booked a cancellation fee, equal to the full hire charge, will apply.

The hirer will be liable for any costs relating to a bus breakdown caused or contributed to by the hirer, such as lost keys, tyre punctures, flat battery due to lights being left on etc.

## 11. Connect Health Community Transport BSR Responsibilities

Connect Health Community Transport is responsible to ensure:

- eligibility of Members
- members are properly registered in accordance with Connect Health Community Transport Membership Agreement
- all requests to hire a bus are processed and organised in accordance with Connect Health Community Transport BSR Membership Agreement, Policy and Procedures
- all Members have received, read and understood the content of the BSR Membership Agreement, BSR Policy and Procedures and Hire Information Pack provided by lenders
- all hirers complete, sign and return the Community Bus Booking Form located in Part B of the Lender's Hire Information Pack
- questions or queries by the hirer are addressed efficiently and effectively
- communicate regularly with Lender organisation/s regarding the coordination and bookings of the Lender's bus/es
- BSR Buses are insured with Connect Health's Non Owned Vehicle Insurance
- Process all insurance claims and provide updates to relevant lender/organisations/hirers on their insurance claim status.

## 12. BSR Member Responsibilities

### Lender Responsibilities

The lender determines any restrictions on what buses can be used for, the hire fee, the availability and duration of the bus hire.

The lender must ensure that the buses it lists on the BSR have the appropriate government and safety certifications and are:

- comprehensively insured
- registered with a roadside assistance program
- properly maintained
- provided to the hirer in a safe and roadworthy condition

Lenders must:

- provide Connect Health Community Transport with all required information about each BSR listed bus

- provide a copy of their Hire Information
- ensure they are familiar and comply with all terms and conditions of the BSR Membership Agreement
- make their bus/es available to be viewed by Connect Health Community Transport *before* being listed on the BSR.
- provide written verification to Connect Health Community Transport that their BSR listed bus/es have current comprehensive insurance
- provide written verification to Connect Health Community Transport that the hire of their BSR listed bus/es does not affect the insurance cover of their bus/es
- ensure that all their BSR listed buses comply with the requirements of the *Bus Safety Act 2009 (Vic)*, *Bus Safety Regulations 2010* and the *Road Safety Act 1986*.

## Hirer Responsibilities

The Hirer must sign, and return to Connect Health Community Transport, the declaration form in the Lender's Hire Information Pack (Part B — Bus Booking Form) stating that they have read and understood the content of the Hire Information Pack and the BSR Policy and Procedures to receive confirmation of their booking.

1. The Hirer is solely responsible for:
  - the use of the bus during its hire period
  - the correct accreditation of drivers
  - the actions and behaviour of their drivers, passengers and anyone associated with the use of the bus during the hire period
  - all road or bridge tolls, entry fees, parking permits, parking and/or traffic infringements they encounter on the trip.

All organisations booking the bus who deal with children under the age of 18 must be aware of and comply with child protection legislation. They also must have a child protection policy in place and screening of all necessary staff. The organisation/hirer is responsible for **supply and correct use of approved child restraints if required**.

2. The Hirer must:
  - comply with the terms and conditions in the BSR Membership Agreement and the Hire Information Pack provided by Lenders
  - work within the Connect Health Community Transport BSR Policy and Procedures Manual
  - at all times abide by road rules, acts, regulations and relevant standards
  - adhere to booking times. Failure to do so will result in additional charges/fees
  - advise the lender and Connect Health Community Transport immediately of any accident, damage, loss or use of equipment within the bus, e.g. first aid kit, fire extinguisher, cleaning materials
  - *not* arrange for the repair or other mechanical intervention of the bus, other



than the service provided through the roadside assist program, without the consent of the Lender.

- comply with the requirements of the *Bus Safety Act 2009, Bus Safety Regulations 2010* and the *Road Safety Act 1986*
- *not* drive a bus if there are any concerns about its safety, mechanical condition or compliance with relevant legislation
- *not* exceed the passenger capacity of the bus. Seating capacity is reduced where passengers travel in wheelchairs or with wheelie walkers. Passengers travelling in wheelchairs must travel in allocated positions and wheelie walkers must be restrained using safety equipment provided. Community Transport staff will provide further information on safely securing wheelchairs and wheelie walkers.
- ensure any mobility aid or frame, carried upon a Bus shall be stored in a manner which will minimise the risk of it becoming a missile within the vehicle in the event of sudden deceleration (e.g. an accident or emergency stop). All mobility aids and/or loose items must be secured prior to the commencement of the trip
- ensure the bus is returned in the same condition it was in when collected (including a full tank of fuel). Failure to do so may result in additional charges/fees or penalties

**3. Bus/es must:**

- be kept locked and secure at all times
- be collected and returned at pre-arranged times
- *not* be taken:
  - on unsealed roads
  - into alpine or hazardous areas
  - to other areas as stipulated in the Lender's Hire Information Pack

**Note:**

- Smoking, consumption of alcohol and the use of illicit drugs in any bus is prohibited.
- Connect Health Community Transport does not provide any representations or warranties as to the suitability of a bus for the purpose for which it is used.

**4. Drivers - A hirer is responsible for ensuring that:**

- their driver(s) are aware of and comply with their responsibilities, as outlined in the Lender's Hire Information Pack and as required by the *Bus Safety Act 2009, the Bus Safety Regulations 2010, the Road Safety Act 1986* and any other relevant legislation or standard
- details of each nominated driver are provided to Connect Health Community Transport and listed on the Bus Booking Form located in Part B of Lender's Hire Information Pack
- the driving licence of each driver is made available to Connect Health Community Transport to view and record. Where practicable the driver should bring his/her licence to the Connect Health & Community Connect

Health Community Transport office, alternatively, photocopies of a drivers licence, front and back, may be sent to Connect Health Community Transport

- all drivers hold the appropriate Australian full drivers licence and are:
  - 25 years of age or older
  - not under the influence of alcohol or drugs do not have a blood alcohol level above zero when operating the bus
  - suitably experienced and capable of driving the bus
  - aware of and comply with all of the BSR Policy and Procedures
  - aware of the appropriate accident and breakdown procedures

### 13. Pre-departure Checklist

Using the Pre-departure Checklist provided it is the responsibility of the Hirer and/or their driver to conduct a walk around inspection of the hired bus prior to use. The aim of the inspection is to ensure that the condition of the bus is accurately reflected on the checklist, e.g. that existing damage such as scratches to the paintwork is recorded. If damage not recorded on the Checklist is found it must reported to Connect Health Community Transport immediately. This can be done by phone on 9575 5386 or 0419 899 120 - leave a message on voicemail during out of business hours.

*Note: the hirer could be liable for any pre-existing damage on the bus that is not recorded prior to departure and if Connect Health Community Transport is not notified immediately.*

### 14. Bus Lender and Hirer Liability

#### The Lender

- The lender's liability in relation to loss, damage expense or other costs that arise, or are incurred by the hirer in relation to a hired bus are limited under the terms of Lender's Hire Information Pack (refer to Section 10 in Part C – 'Terms and Conditions', of the Hire Information Pack).
- Personal effects carried in the bus are not insured by the lender. Any loss or damage of personal effects is at the hirer's risk
- In the event of loss or damage to the bus, the lender will be responsible for arranging all repairs to the bus.

#### The Hirer is liable for:

- all damage or loss which arises from or in connection with its use of a bus hired through the BSR, this includes passengers personal property
- any act of negligence causing injury to passengers or other people whilst using the bus

### 15. Connect Health Community Transport Liability Exclusions

The lender and Connect Health Community Transport accept no responsibility for the

provision of a replacement bus, alternative transportation or any costs or loss incurred in relation to an accident, breakdown or any event that renders the bus unsuitable for use by the Hirer.

Connect Health Community Transport is not liable for any loss or damage of any kind including costs and expenses incurred by a lender or hirer arising from or in connection to the hire of a bus through the BSR.

## **16. Connect Health & Community BSR Bus Insurance Policy**

BSR Buses are insured with Connect Health's Non Owned Vehicle Insurance.

### **Payment of Insurance Excess**

Up to \$1500.00. Any amount greater than \$1500.00 is payable by the hirer.

Where damage incurred is less than the insurance excess the hirer is responsible for the repair costs. This includes any accidental damage such as a cracked windscreen.

Payment of insurance excess claims is subject to Connect Health's Non Owned Vehicle Insurance requirements and assessment processes. Connect Health Community Transport does not guarantee the success of all or any claims.

### **Replacement Bus Costs**

A maximum of \$5000 (max \$1000 per week) may be claimed to provide a replacement bus while the lender's bus is under repair. Refer to Part C — Bus Registration and Insurance of the Lender's Hire Information Pack for claim procedure.

### **Note**

Connect Health Community Transport is not liable for any cost or payments related to unsuccessful claims. Payments of unsuccessful claims will be the responsibility of the hirer.

Reimbursement of claims through the Connect Health Non Owned Vehicle Insurance will only be made for costs already incurred and paid.

## **17. Dispute and Grievance Resolution Policy**

Where a dispute or a grievance arises between a hirer and a lender in relation to a bus, both parties are required to adhere to the following procedure.

- The party claiming that a dispute or disagreement has arisen must inform the other party in writing setting out the nature of the dispute.
- The hirer and the lender, with their chosen representatives, will meet with a view to resolving the dispute informally. The meeting is to be held at a location agreed by both parties and within 5 working days after the dispute is notified.
- If the dispute has not been resolved within 5 working days after the meeting, the hirer or the lender may refer the dispute to Connect Health Community Transport

Management.

- Connect Health Community Transport Management will arrange a meeting between the parties to broker a resolution of the dispute between the parties.

## **18. Breach of BSR Membership Agreement and/or Policy and Procedures**

A breach of BSR Membership Agreement and/or Policy and Procedures is defined as the failure of a hirer or lender to comply with the terms and conditions of BSR Membership Agreement and/or Policy and Procedures. This principle also applies to hirers who do not meet the requirements of the Lender's Hire Information Pack for a bus.

Initially the breach should be discussed with the offending party and brought to the attention of Connect Health Community Transport. Failure to resolve the issue must be reported to Connect Health Community Transport. Connect Health Community Transport will:

- Discuss the breach with the offending party, emphasising their responsibilities under the terms and conditions of BSR membership, Policy and Procedures, and where appropriate, emphasise to the hirer requirements of the lender's hire agreement.
- Send a follow-up letter to the offending party outlining what is required of them, as set out in the relevant document/s. The letter will also alert the offending party to the possibility of their future removal from the BSR, should the problem continue.
- The offending party will be given 3 opportunities to comply with the terms and conditions of BSR membership, Policy and Procedures, or where applicable for the hirer to comply with the requirements of the lender's hire agreement. If they continue not to comply, a letter of intent to suspend or cancel their membership and remove them from the BSR will be issued.

### **Note**

- Both parties can continue to work directly with each other at their own discretion, however, Connect Health Community Transport will provide no further support or insurance coverage of any kind.
- In the event that a hirer is removed from the BSR there will be no refund of membership fees.

## **19. Passenger Complaints**

Passengers should direct a grievance or complaint to the Hirer.