



Membership Agreement—Hirer
Connect Health & Community, Community Transport
Bus Share Register



Bus Share Register Membership Agreement

This Agreement sets out the Applicant's rights as a Member of Connect Health Bus Share Register (BSR), which provides Members with access to the BSR. By submitting an application for membership, the Applicant agrees to be bound by these terms.

1. Definitions

In this Agreement unless expressed or implied to the contrary:

- a) **Agreement:** this Membership Agreement between Connect Health's Community Transport and a Member.
- b) **Annual Membership Fee:** the fee for not-for-profit groups; local government and private agencies where a Hirer becomes a Member and the fee must be paid on or before the due date to continue to access the BSR. Annual Membership Fees are subject to review annually.
- c) **Applicant:** an applicant to become a Member.
- d) **Connect Health (Connect Health) /Bentleigh Bayside Community Health Ltd:** a not-for-profit organisation administering a Community Transport program/service, which administers and operates the 'Bus Share Register'. Terms used are interchangeable within this document.
- e) **Bus Share Register (BSR):** is a register that external organisations may advertise their bus or buses during 'down time', or other periods, making buses available for hire to community groups. The BSR is administered, maintained and operated by Connect Health's Community Transport Program/Service.
- f) **Business Day:** Monday to Friday excluding Victorian Public holidays.
- g) **Hirer:** a registered member of the BSR accessing the BSR and is entitled to make unlimited number of bookings per year.
- h) **Hire Agreement:** an Agreement between a **Lender** and a **Hirer** for the hire of a bus/es in accordance with the completed and authorised form by the Lender and Connect Health Community Transport, as amended from time to time. The following term is also understood to be Hire Agreement- 'Hire Information Pack
- i) **Hire Booking Date:** a reservation or agreement of a date made between Connect Health's Community Transport, and a registered Member, for the use of a designated bus or buses as advertised on the BSR.
- j) **Initial Membership Fee:** the fee for not-for-profit groups; local government and private agencies where a hirer has been accepted by Connect Health's Community Transport staff as a Member and must pay the fee on a pro rata basis calculated from the 1st of July on commencement of BSR Membership
- k) **Lender:** a registered Member of the BSR who wishes to advertise a bus/es for hire on Connect Health Community Transport BSR. A Lender can also be a Hirer.
- l) **Member:** a registered Member of the Connect Health's Community Transport BSR who is authorised to access a bus or buses for hire on the Bus Share Register or advertise buses on the BSR.
- m) **Membership Fee:** the fee for not-for-profit groups; local government and private agencies where a Hirer has been accepted by Connect Health's Community Transport staff as a Member and must pay the fee on a pro rata basis calculated from the 1st of July membership fee on commencement of BSR Membership.

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- n) **Payment Date:** the date specified by Connect Health Community Transport on which the Membership Fee must be paid on or before the due date.
- o) **Policy:** the document entitled 'BSR Policies and Procedures', published by Connect Health's Community Transport, as updated from time to time.
- p) **Territory:** includes the following Local Government Areas (LGAs): Kingston, Bayside, Stonnington, Glen Eira and Port Phillip.

2. Interpretations

In this Agreement unless the context otherwise requires:

- a) the singular includes the plural and *vice versa*;
- b) a reference to an individual person includes a corporation, partnership, firm, joint venture, association, authority, trust, State or government;
- c) a reference to any gender includes all genders;
- d) a reference to a recital, clause, schedule or annexure is a reference to a recital, clause, schedule or annexure of or to this Agreement;
- e) a reference to any agreement, document, Act or Regulation is to that agreement, document, Act or Regulation (and, where applicable, any of its provisions) as amended, novated, supplemented or replaced from time to time;
- f) a reference to any party to this Agreement or any other document or agreement includes that party's executors, administrators, substitutes, successors and permitted assigns; and
- g) if any party to this Agreement consists of more than one person then the liability of those persons in all respects under this Agreement is a joint liability of all of those persons and a several liability of each of those persons.

3. Eligibility Requirements

An application for Membership must meet the following eligibility requirements:

- a) the Applicant's Registered Office, the majority of its members, or its Principal activities are located in the Territory (*see definitions*)
- b) for an Applicant wishing to become a **Hirer**, the applicant must:
 - i. be a Not-For-Profit organisation or a community group
 - ii. lack the financial resources to access commercial hire or charter services; and
 - iii. pay the Annual Membership fee.

4. Application

- a) To become a Member, the Applicant must submit a completed BSR Membership Application form to Connect Health's Community Transport.
- b) The Applicant must provide accurate and up to date details for all the required fields in the application form and such other details or information requested by Connect Health's Community Transport.



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5. Acceptance

Acceptance of an Applicant's application for Membership will be determined at the sole discretion of Connect Health's Community Transport, having regard to the eligibility requirements and such other matters that Connect Health's Community Transport considers appropriate. Upon acceptance of an application, the Applicant agrees to be bound by this Agreement.

6. Member Obligations

6.1. Members shall at all times comply with

- a) this Agreement
- b) the Policy
- c) any Hire Agreement entered into with another Lender; and
- d) all applicable laws (e.g. Road Laws); and
- e) meet the eligibility requirements for membership.

6.2. Hirers must

- a) pay all amounts associated with their membership and any bus hire booked through the BSR;
- b) ensure that all drivers of hired bus(es) have appropriate qualifications to drive that bus(es);
- c) not, at any time, use a bus(es) hired through BSR to obtain a financial benefit; and
- d) where the Hirer seeks to hire a bus(es) with ten (10) or more seats, be registered with Transport Safety Victoria as a registered bus operator.

7. Membership Fees

7.1. Hirer

When the applicant becomes a Member, the Member must pay to Connect Health the Membership Fee which is calculated on a pro rata basis from the 1st of July:

- a) when the Member is notified that its application to become a Member has been accepted, and an invoice has been issued for payment and
- b) paid prior to or on the Payment Date.

8. Renewal of Annual Membership Fee

Hirer

Connect Health will issue an invoice for the Annual Fee payable by the Hirer. Upon receipt of an invoice, the Member must pay the Annual Fee:

- a) on or before the Payment Date
- b) in full; and
- c) using one of the authorised payment methods specified by Connect Health's Community Transport.

If a Hirer does not pay their Annual Membership fee by the Payment Date they forfeit their right to access the BSR register for that year. If the Hirer wishes to recommence accessing the BSR throughout the year, the Annual Membership fee is applicable.



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9. Cessation of Membership

9.1. Resignation and other matters of Hirer

A Member immediately ceases to be a member where the Member:

- a) resigns as a Member by giving 30 days written notice to Connect Health's Community Transport;
- b) ceases to meet the eligibility requirements and/ or Member Obligations (refer to Section 6);
- c) if the Member is registered as a Hirer, fails to pay the Annual Fee on, or before the Payment Date;
- d) becomes insolvent or is deregistered, dissolved or disbanded for any reason.

9.2. Suspension or cancellation of membership

Connect Health's Community Transport may, at its sole discretion, suspend or cancel the membership of a Member, including where the Member:

- a) provides false or misleading information in relation to its eligibility to become a Member;
- b) misuses, abuses or engages in negligent use of a hired bus(es);
- c) breaches the terms of this Agreement, a Hire Agreement or the Policy and Procedures Manual;
- d) fails to report damage or loss to a hired bus(es);
- e) fails to maintain Lender Obligations set out in 6.3
- f) engages in conduct which is detrimental to the interests of Bus Share Register.
- g) fails to pay any amount payable to:
 - i. Connect Health Community Transport BSR under this Agreement;
 - ii. a Lender under a Hire Agreement; or

Where Connect Health's Community Transport suspends or cancels the membership of a Member, Connect Health's Community Transport will:

- a) notify the Member in writing of the suspension or cancellation; and
- b) provide the Member with reasons for the suspension or cancellation.

10. Cancellation of Bookings

- a) A cancellation fee will apply if the bus booking has been completed and confirmed by Connect Health's Community Transport and the bus hire is cancelled with less than **48 hours' notice prior to a confirmed booking**. A cancellation fee will be based on the full hire charge for that booking.
- b) If a non-pick-up of the bus (no show) on the day of booking occurs, a cancellation fee will be based on the full hire charge for that booking.

11. Other Fees/Charges

Other charges to the Hirer will occur under the following circumstances:



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- a) If the bus is not cleaned prior to its return, a cleaning fee will apply. A bus must be cleaned prior its return, it is expected that the bus will be swept, mopped if dirt has been tracked through the bus, seats and handrails cleaned and rubbish collected.
- b) Where a bus is returned without refuelling a fee will be charged to refuel the bus.
- c) A fee will be charged if a bus is returned or collected more than sixty minutes later than the agreed time on the booking form to recover staff cost. This fee will be charged at an hourly rate
- d) Where damage incurred is less than the insurance excess the Hirer/Hirer is responsible for the cost of the repair. This includes any accidental damage such as a cracked windscreen.
- e) The Hirer will be liable for any costs relating to a breakdown which was caused or contributed to by the Hirer such as lost keys, tyre punctures, flat battery due to lights being left on, etc.

12. Liability

12.1. Loss, damage or other costs

To the maximum extent permitted by law, Connect Health will not be liable to any Member for any loss, damage, expense or other costs (including consequential loss or damage however caused) resulting from or in connection with a Member's:

- a) registration as a member of the BSR;
- b) use or hire of a bus(es) through the BSR;
- c) use of the BSR

12.2. Breach of a condition or warranty

The liability of the Lender for a breach of a condition or warranty implied by the Australian Consumer Law in relation to the supply of services under this Agreement, which are services not ordinarily acquired for personal domestic or household use or consumption, is limited at the Lender's option, to:

- a) the supply of the services again; or
- b) the payment of the cost of having the services supplied again.

13. No Relationship

Nothing in this Agreement will be deemed to authorise or empower Connect Health's Community Transport to act as agent for, or with, its Members.

14. Variation

- a) Connect Health's Community Transport may, from time to time, vary the Terms of this Agreement and/or the Policy.
- b) Any variations to this Agreement or Policy will be made available to Members and on the Connect Health website.



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Signatories to the Agreement:

Signed:	Signed:
Date:	Date:
Insert Name: Jo Costa	Insert Name:
Insert Position: Team Leader	Insert Position:
Insert Organisation Name: Connect Health & Community	Insert Organisation Name: