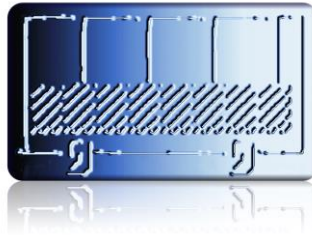


• leichhardt



community
transport group^{inc.}

marrickville • leichhardt

Vehicle Hiring Agreement

Version. 2014

Vehicle Hiring Agreement Form

| | | | | | | |
|----|---|-----|-------------------------|--|-------------------------------|--------------|
| 1 | Hirer / Organisation: | | | | | |
| 2 | Main Contact Person: | | | | | |
| 3 | Email Address (print clearly): | | | | | |
| 4 | Address: | | | | | |
| 5 | Phone: | | Fax: | | Mobile: | |
| 6 | Date Required: | / | / | | | |
| 7 | Multiple dates required: | Yes | No | <i>*for additional days requested, attach list of dates.</i> | | |
| 8 | Pick Up time: | : | Return time: | : | | |
| 9 | Wheelchair accessible: | Yes | No | | | |
| 10 | Driver hire: | Yes | <i>*See rates below</i> | No | Continue to section 11 | |
| 11 | Driver Name: | | | | Licence Number | Class |
| | Address: | | | | | |
| | Home Phone: | | Mobile: | | | |
| | Has the Driver undergone Vehicle Orientation? | | | | Yes | No |
| | Has Driver undergone training to operate equipment for disabled persons? | | | | Yes | No |

| Rates / Charges (All rates and charges include fuel) | |
|---|---|
| HACC Funded Organisation | \$90 minimum daily charge (incl.50 km, admin fee \$10) plus \$1.50 for each km above 50km |
| Not For Profit Organisation | \$100 minimum daily charge (incl.50 km, admin fee \$10) plus \$1.60 for each km above 50km |
| ABN. required | <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> |
| Other Organisation | \$135 minimum daily charge (incl. 50 km, admin fee \$20) plus \$1.70 for each km above 50km |
| Driver Hire | \$35 per hour (min 5 hours) <i>*Mon - Fri 8:00am - 4:00pm (Higher rates apply outside these hours)</i> |
| Vehicle Orientation | \$40 fee applies to driver vehicle orientation |
| Hire Bond | \$600 payable in advance only (booking confirmation subject to payment of bond) |

| | | |
|-------------------------------------|------------------|---|
| Bond (\$600) office use only | | |
| EFT/Cash: | Cheque#: | <i>Booking confirmation subject to payment of bond.</i> |
| Received by: | Date: / / | Refunded by: Date: / / |

IMPORTANT INFORMATION: BEFORE YOU SIGN

In deciding whether to hire the Vehicle to You, we ask You to provide the following confirmations (please tick):

Your Driver has not had his/her driving licence restricted or cancelled in the past 5 years.

You have not been refused motor vehicle insurance in the past 5 years.

Please read the attached General Terms and Conditions carefully before deciding whether You would like to hire the Vehicle from Leichhardt Marrickville Community Transport Group Inc.

By completing this form, You are bound by the General Terms and Conditions.

If you are signing on behalf of an organisation, you must have authority to enter into this Agreement on behalf of your organisation.

If You do not understand any of the General Terms and Conditions, please ask for further explanation.

(please tick)

I understand that if I use the Vehicle, or allow the Vehicle to be used, contrary to this Agreement the Vehicle may not be covered by insurance. I have read and understood the rules for using the Vehicle in Clause 5 of the attached General Terms and Conditions.

I have read and understood the attached General Terms and Conditions.

SIGNED by Hirer

Signature of Hirer

**SIGNED by Leichhardt Marrickville
Community Transport Group Inc, by its
duly authorised agent:**

Signature

Name

| |
|-----------------|
| Office use only |
|-----------------|

GENERAL TERMS AND CONDITIONS

1. UNDERSTANDING THIS HIRING AGREEMENT

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.

Hiring Form means the hiring form attached at the beginning of this document.

Vehicle means the vehicle provided by Leichhardt Marrickville 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.

LMCTG means Leichhardt Marrickville Community Transport Group Inc, and where the context permits, includes an employee, officer or representative of Leichhardt Marrickville Community Transport Group Inc.

You means the person or persons named as the Hirer on the Hiring Form. **Your** or **Yours** has a corresponding meaning.

2. AGREEMENT

Under this Agreement LMCTG 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 Agreement); and
- (b) comply with the General Terms and Conditions.

3. ABOUT YOU

3.1 It is a condition of hiring the Vehicle that:

- (a) Your Driver be 25 years of age or older;
- (b) Your Driver must hold a valid and current unrestricted minimum **LR** class motor vehicle licence;
- (c) Your Driver must have been trained to use the vehicle and have attended a Vehicle Orientation session before hiring the Vehicle. A fee of **\$40** applies to each driver required to attend a Vehicle Orientation.

3.2 Only Your Driver may drive the Vehicle. You 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 LMCTG have relied on that information as being true and correct in entering into this Agreement.

4. ABOUT THE VEHICLE

4.1 You acknowledge that:

- (a) You or Your Driver have inspected the Vehicle prior to commencing a hire period;
- (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 Your transport purpose (including any person you intend to transport in a wheelchair).

5. USE OF THE VEHICLE

5.1 You agree that you or Your Driver **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) carry a greater number of persons than the Vehicle has seat belts or restraints;
- (f) carry any flammable, explosive or corrosive materials (except for properly sealed wheelchair batteries or oxygen cylinders for personal use);
- (g) carry any animal or pet (except for accredited assistance animals);
- (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 or Your Driver **must not**:

- (a) drive the Vehicle on unsealed roads; or
- (b) drive the Vehicle outside of the State of New South Wales, without express prior permission from LMCTG.

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) LMCTG may determine that You are not eligible to hire the Vehicle again.

6. MAINTENANCE, SECURITY AND SAFETY

6.1 You or Your Driver 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) comply with correct operation of the vehicles Diesel Particle Filter (DPF) emission system prior to returning the vehicle to the depot; as demonstrated during the Vehicle Orientation; if you do not operate the DPF system, a fee of **\$75** may be charged.
- (c) keep the Vehicle locked when it is unattended by You and keep the keys under Your control at all times;
- (d) keep the Vehicle garaged or otherwise securely parked when the Vehicle is not in use;
- (e) comply with any seat belt and child restraint laws;
- (f) when transporting a person in a wheelchair, use the Vehicle's wheelchair hoist and restraints as demonstrated during the Vehicle Orientation; and
- (g) 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 which the Vehicle was received in; refer to clause 4.1
- (b) on the date and at the time stated on the Hiring Form
- (d) to a parking space located inside the LMCTG depot, unless prior arrangements are agreed in advance by LMCTG.
- (e) including all keys and/or any remote device provided to you for accessing vehicles and/or LMCTG vehicle storage facility. Damaged, lost or stolen keys and devices; incur a replacement fee of **\$140.00** per item.
- (f) with the interior cleaned as outlined in the extract; refer to clause 19, at the end of this Hire Agreement. If the vehicle is returned in an unsatisfactory condition a manual cleaning fee of **\$75.00** may be charged.

7.2 The Vehicle must be returned with the fuel tank filled with the correct fuel. Fuel purchases must be made using the Motorpass card provided with the vehicle. If you do not fill the fuel tank, LMCTG will charge You:

- (a) for a refuelling service to the vehicle at **\$2.50 per litre** (subject to change without notice);

7.3 You agree that You remain responsible for the vehicle until an inspection is made by LMCTG, including where the inspection cannot take place for some time eg. returning the vehicle to a location that is unattended.

8. UNDERSTANDING THE RATES AND CHARGES

On the hiring form:

HACC Funded means non-government organisations (NGO's) delivering services under the Commonwealth HACC Program.

Not For Profit means organisations not carried out for the profit or gain of its individual members and are endorsed by the Australian Taxation Office as eligible for Deductible Gift Recipient (DGR) status.

Other Organisation means an organisation carried out for the purposes of profit or gain to its individual members.

9. COST OF HIRING VEHICLE

9.1 You are responsible for paying to LMCTG:

- (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.

9.2 LMCTG will issue You with a tax invoice for the fees and charges that You must pay to LMCTG when the Vehicle is returned and when LMCTG 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.

10. BOND

10.1 You are required to pay a bond of **\$600** before collecting the vehicle.

10.2 The bond will be returned to You when:

- (a) the Vehicle has been returned to LMCTG in the condition required by *clause 7*; and
- (b) all fees and charges that You must pay to LMCTG have been paid.

10.3 If the fees and charges that You must pay to LMCTG are not paid when the vehicle is returned or by the due date, You agree that LMCTG 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.

10.4 If You would like to pay any outstanding fees and charges with the bond, You must notify and agree for LMCTG to do so when You return the vehicle. If outstanding fees and charges are less than the bond, LMCTG will refund the bond less the outstanding fees and charges.

11. PAYMENT

- 11.1 Payment must be made by cash or cheque by the due date stated on the invoice.
- 11.2 If payment is not received within 14 days of the due date, a late payment fee **\$50.00** may be charged.
- 11.3 If payment is by cheque and the cheque is dishonoured, a dishonour fee of **\$50.00** may be charged.
- 11.4 All fees and charges specified under this Agreement are specified inclusive of GST. If GST is imposed on a supply under this Agreement which is not expressed as inclusive of GST, the fee or charge for that supply will be increased by the amount of the GST.

12. DAMAGE TO THE VEHICLE

- 12.1 You must immediately notify LMCTG of:
- (a) any damage to, or loss of the Vehicle; refer to clause 4.1
 - (b) complete an LMCTG vehicle incident report;
 - (c) an injury to any person caused by Your use of the Vehicle.
 - (d) indicate any damage or loss to the interior or exterior of the vehicle, on the Vehicle Log Report;
- 12.2 You or Your Driver must not attempt to repair the Vehicle without our consent. You or Your Driver may repair driver serviceable parts of the Vehicle, to the extent necessary to safely operate the Vehicle, including changing the tyres.

13. OUR RESPONSIBILITIES

- 13.1 LMCTG 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.
- 13.2 LMCTG 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.

14. YOUR RESPONSIBILITIES

- 14.1 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.
- 14.2 If LMCTG make an insurance claim for any loss or damage; refer clause 11.1 caused by Your use of the Vehicle, You are responsible for paying an excess of **\$600**
- 14.3 If LMCTG 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).
- 14.4 You release LMCTG from any liability or claim and (to the extent that LMCTG is not covered by insurance) you indemnify LMCTG 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 LMCTG will be reduced proportionally to the extent that LMCTG have caused or contributed to the loss, damage, cost, liability, injury or expense.

If You are involved in an accident, or the Vehicle is otherwise lost, damaged or stolen, You must:

- (e) promptly report to the police and to LMCTG that the Vehicle has been lost, damaged or stolen;
- (f) cooperate with the police and with LMCTG;
- (g) cooperate with the insurer of the Vehicle; and
- (h) not do anything which may prejudice the insurance for the Vehicle.

15. YOUR RIGHTS

- 15.1 You have rights under laws which protect consumers. This 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.

16. TERMINATION

- 16.1 LMCTG can terminate this Agreement and take immediate possession of the Vehicle without notice if You have breached the terms and conditions in the Agreement.
- 16.2 You can end this Agreement before the end of the agreed period of hire by returning the Vehicle to LMCTG in accordance with clause 7.
- 16.3 If you end this Agreement before the end of the agreed period of hire, You waiver your entitlement to a refund of the hiring charges, unless LMCTG otherwise agree.
- 16.4 You must notify LMCTG a minimum 48hrs in advance of a booking cancellation; or You may be charged for the agreed hire period.

17. PRIVACY

- 17.1 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.

- 17.2 You acknowledge that LMCTG 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 LMCTG collecting Personal Information from You.
- 17.3 You acknowledge that LMCTG 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.

18. COMPLAINTS

You are entitled to contact LMCTG if you dispute any charges or other matters under this agreement;

by phone on (02) 9558 6800
by fax on (02) 9558 8292
by email to: admin@lctg.net.au
by post to: The Manager
Leichhardt Marrickville Community Transport Group Inc
Unit C, 6 Carrington Road
MARRICKVILLE NSW 2204

19. GOVERNING LAW AND JURISDICTION

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

20. EXTRACT TO RETURNING THE VEHICLE, CLAUSE 7.1(F)

- 20.1 You agree that the vehicle must be returned with the interior cleaned and at a minimum to the requirements below;
- (a) Interior windows are clean free of prints, marks and streaks;
 - (b) dashboard, consol and gear shift cover are clean and free of dust and marks;
 - (c) engine cover and seats are brushed free of lint / debris, and, all seat belts are retracted;
 - (d) floor swept, including under all seats, side entry stairwell, around drivers area and wheelchair lifter platform (where fitted);
 - (e) floor must be moped after any spills and wet weather;
 - (f) all rubbish is removed from the vehicle.
- 20.2 You agree that hiring a vehicle 4 or more days per week, the vehicle must be returned with the exterior clean and washed at the end of the agreed hire period; unless otherwise stated by LMCTG.