Hatherleigh Community Bus Use Agreement

Hatherleigh Sport & Recreation Centre Inc. · Hatherleigh Football & Netball Club
Fill in on screen and print, or print and fill in by hand. One form per use of the bus.

Each volunteer driver or group using the community bus signs this agreement before taking the bus. The Club pays the insurance excess for Club activities; a group external to the Club pays it for its own use.

In this agreement, "hirer" means the person or group using the bus, and "hire" means that use. No hire charge applies; any payment to the Club is a voluntary donation.

1. Use details

Owner	Hatherleigh Sport & Recreation Centre Inc.
Bus	Community bus. Registration no. **XS 49ID** · Make/model **Mitsubishi Rosa** · Seats **24 + Driver**
Hirer / volunteer driver	Full name:
Hirer phone	
Driver licence	Number: Class: Expiry:
Use starts	Date/time:
Use ends (bus returned)	Date/time:
Purpose and destination	
Odometer at pick-up / return	km km
Fuel level at pick-up / return	% %
Type of use (tick one)	☐ Club activity (Club pays excess) ☐ External group (group pays excess) Group name:
Insurance excess amount	$ (see clause 5)
Payment / bond (if any)	$

2. Purpose and permitted use

2.1 The Club lends the bus to the hirer for the period and purpose stated in clause 1, and for no other purpose. The bus is not let for a fee.

2.2 The hirer may carry only passengers connected with that purpose, up to the number of seats fitted, and every passenger must wear a seatbelt where one is fitted.

2.3 The hirer must not sub-let or lend the bus, or let anyone other than the named driver (or a driver the Club has approved in writing) drive it.

2.4 The hirer may make a voluntary donation to the Club for use of the bus. A donation is not a hire charge, gives the hirer no greater rights, and does not change the hirer's obligations under this agreement. The bus must not be used to carry passengers for any fare or fee, or for any commercial purpose, unless the Club has agreed in writing.

3. Driver eligibility

3.1 The driver must hold a current, unrestricted Australian driver licence of the class required to drive the bus, and must show it to the Club before the bus is released.

3.2 The driver must not drive if affected by alcohol or any drug, including prescription medication that impairs driving, and must have a blood alcohol concentration of zero while driving the bus.

3.3 The driver must be fit to drive, rested, and not suffering from any condition that could affect safe driving, and must observe all road rules and driver fatigue limits.

3.4 The driver must tell the Club immediately if their licence is suspended, cancelled, disqualified or restricted at any time during the hire.

3.5 The Club may refuse to release the bus to any driver who does not meet this clause.

4. Hirer obligations

4.1 Before departure the hirer must inspect the bus, record any existing damage on the pick-up checklist, and check tyres, lights, mirrors, fluids and fuel. Any defect that affects safety must be reported to the Club and the bus must not be driven until the Club approves.

4.2 The hirer must keep the bus locked and secure when unattended and must not leave keys in it.

4.3 The hirer must not allow smoking, vaping, alcohol, illegal drugs, animals (other than assistance animals), or dangerous or flammable goods on the bus.

4.4 The hirer must not drive the bus on unsealed roads, beaches, or off-road, or outside South Australia, unless the Club has agreed in writing.

4.5 The hirer must not overload the bus, tow anything with it, or modify it in any way.

4.6 The hirer must return the bus on time, clean inside and out, with a full tank of fuel unless the Club agrees otherwise, and must pay for any fuel, tolls and cleaning needed beyond that.

4.7 The hirer is responsible for the conduct and safety of all passengers while the bus is in the hirer's care.

5. Insurance and excess

5.1 The bus is covered by the Club's insurance policy, subject to its terms, conditions and exclusions. The hirer acknowledges that the policy carries an excess, stated in clause 1.

5.2 If the bus is damaged, lost, stolen or involved in an accident while used for a Club activity, the Club pays the insurance excess, except where clause 5.3 applies. If it happens while the bus is used by a group external to the Club, that group must pay the Club the insurance excess, or the actual cost of repair or loss if that is less than the excess. Payment is due within 14 days of the Club's written request.

5.3 For any use, Club activity or external group, the hirer (for a Club activity, the driver) must pay the full cost of repair, replacement, towing, loss of use and any other loss to the Club (not just the excess) if the loss arises from, or the insurer refuses or reduces a claim because of, any of the following:

- the driver was unlicensed, disqualified, or not of the licence class required
- the driver was under the influence of alcohol or drugs, or refused a breath or drug test
- the bus was used for a purpose, place or person not permitted by this agreement
- the hirer failed to report the incident as required by clause 6, or admitted liability without the Club's consent
- the hirer's reckless, deliberate or grossly negligent act

5.4 If the accident was not the hirer's fault and the at-fault party is identified and the insurer recovers the loss in full, the Club will refund any excess paid by the hirer once the recovery is received.

5.5 The insurance does not cover the personal belongings of the hirer or passengers.

5.6 The Club may require an external group to provide a bond or card pre-authorisation to secure the excess, as stated in clause 1. The bond is refunded after the bus is returned and inspected with no damage.

6. Accidents, damage and incidents

6.1 If an accident or incident occurs, the driver must:

1. stop, make the scene safe, and call 000 if anyone is injured or the road is blocked
2. exchange names, addresses, licence details and registration numbers with every other party involved
3. take photographs of the scene, the damage and the other vehicles where safe to do so
4. not admit fault or agree to pay anything
5. notify the Club as soon as possible and in any case within 24 hours, and report to police where the law or the insurer requires
6. give the Club a written account of the incident within 48 hours

6.2 The hirer must co-operate with the Club and its insurer in any claim, including providing statements and documents.

6.3 The hirer must not arrange repairs without the Club's written approval.

6.4 The hirer must immediately tell the Club of any mechanical breakdown, warning light or fault.

7. Fines, liability and indemnity

7.1 The hirer is responsible for all traffic and parking fines, infringement notices, tolls and camera offences incurred during the hire period, and authorises the Club to give the hirer's details to the issuing authority.

7.2 To the extent permitted by law, the hirer indemnifies the Club against any loss, damage, claim, cost or expense the Club suffers because of the hirer's or driver's breach of this agreement or negligent act, including any excess payable by the hirer under clause 5 and any uninsured amount.

7.3 To the extent permitted by law, the Club is not liable for any injury, death, loss or damage suffered by the hirer or any passenger while using the bus, except where caused by the Club's own negligence or where liability cannot be excluded under law.

7.4 Nothing in this agreement excludes or limits any right the hirer has under the Australian Consumer Law or any other law that cannot be excluded.

7.5 The Club is not liable for delays, cancellations or loss of use if the bus is unavailable because of breakdown, repair, or any other reason outside its control.

8. General terms

8.1 The Club may cancel the hire or take back the bus at any time if the hirer breaches this agreement, the driver is not eligible, or the bus is needed for a Club purpose. A donation already made is not refundable unless the Club agrees.

8.2 On return the Club will inspect the bus. The hirer should be present for the inspection, and damage not recorded at pick-up is presumed to have occurred during the hire.

8.3 This agreement is governed by the laws of South Australia, and the parties submit to the courts of South Australia.

8.4 This agreement is the entire agreement about the hire. It can be changed only in writing signed by the Club and the hirer.

8.5 If any part of this agreement is unenforceable, the rest continues to apply.

9. Hirer declaration and signatures

I have read and understood this agreement. I confirm that the licence details above are correct, that I understand who pays the insurance excess as set out in clause 5, and that I accept the other terms of this agreement.

	Hirer / driver	Club representative
Name		Matt Bowman
Signature		*M J Bowman*
Date		

Pick-up checklist: existing damage noted ☐ yes ☐ none

Return checklist: damage found ☐ yes ☐ none

Club representative initials