

BARCOO SHIRE COUNCIL POLICY *COMMUNITY PASSENGER VEHICLE POLICY*

Policy Number: BSC036	Version: 2
Classification: Administration	Section: Corporate Services - Administration
Date Adopted by Council: 18.04.2018	Resolution Number: 2018.04.10
Responsible Officer: Director Corporate Services	Review: Note: This Policy is reviewed when any of the following occur: <ol style="list-style-type: none"> 1. The related information is amended or replaced. 2. Other circumstances as determined from time to time by the Chief Executive Officer. Notwithstanding the above, this Policy is to be reviewed at intervals of no more than two years.
Legislation: Work Health and Safety Act 2011;	

1. PURPOSE

The purpose of this policy is to regulate the use of Council's multiple passenger conveyance vehicles so as to enhance the educational, recreational, healthcare, cultural, social and sporting opportunities of the Barcoo Shire community.

2. DEFINITIONS

For the purposes of this policy, the following definitions apply:

"vehicle" means any multiple passenger conveyance vehicle, including buses and mini-buses which are owned by the Barcoo Shire Council and designated solely for community purposes.

"hirer" means an authorised representative of the organisation or community body on whose behalf, and with whose authority, the vehicle has been hired.

"driver" means the individual person nominated by the hirer who has been delegated the responsibility for driving the vehicle.

"origin point" means the town at which the hirer is based, being that Windorah, Jundah or Stonehenge.

3. PARTIES WHO MAY HIRE VEHICLES

Vehicles may only be hired on behalf of, and with the approval of, an organisation or community body based in the shire. Individuals and businesses are not permitted to hire the vehicles unless expressly authorised by Council.

Organised groups and community bodies include, but are not limited to, the following:

- Schools
- Healthcare clinics
- Committees
- Associations
- Sporting teams and clubs
- Craft and cultural groups
- Social clubs
- Development and progress associations

- Playgroups
- Charitable organisations

Vehicles will not be hired to any party residing or registered outside the Barcoo Shire.

4. PURPOSES FOR WHICH VEHICLES MAY BE HIRED

The vehicles may be hired for any purpose which has a direct benefit to the community. Purposes which are deemed to have a direct benefit to the community are those which enhance the educational, recreational, healthcare, cultural, social or sporting opportunities of people residing in the Barcoo Shire.

Approved purposes include, but are not limited to, the following:

- Excursions and tours
- Attendance at sporting functions
- Visits to healthcare providers
- Attendance at cultural events
- Group shopping or recreational activities
- Attendance at community meetings or activities.

For example: A School Parents and Friends Association may hire the bus to take residents on a shopping trip to Longreach but an individual may not.

A Craft Group may hire the bus to take residents to an exhibition in Winton and if there are spare seats available, may offer those seats to anyone else wishing to travel to Winton for any purpose.

A Sporting Club may book the bus to take participants to and from a social event.

The Council may organise an excursion to various sites within the shire.

A Development Board may hire the bus to take residents to a health clinic in Quilpie and may also organise a shopping trip to coincide with the travel.

5. LIMITATIONS OF TRAVEL

Vehicles may be hired for use anywhere in the following shires without special travel approval:

- | | |
|-------------|--------------|
| • Barcoo | • Barcaldine |
| • Longreach | • Ilfracombe |
| • Isisford | • Aramac |
| • Blackall | • Jericho |
| • Winton | • Diamantina |
| • Quilpie | • Murweh |

Travel outside these areas requires the consent of Council.

6. ANNUAL DRIVER NOMINATIONS

Hirers that intend to use the vehicles throughout the year are invited to submit to the Council an Annual Driver Nomination form, including a copy of a current driver's licence for all nominated drivers.

7. BOOKINGS

All bookings are to be made with the Barcoo Council Office in Jundah. Co-ordinating the use of the vehicles is the sole responsibility of the Council and its staff.

Bookings may be held verbally, however they are not confirmed until both a *Hire Application Form* and a *Nomination of Licensed Driver Form/s* has been received.

7.1. Hire Application Forms

Hire Application Forms should preferably be lodged with the Council Office at least two (2) weeks prior to the nominated date of departure.

If special travel approval is required from Council, intending hirers must make written application in sufficient time (usually at least six (6) weeks) to allow the Council to make an informed decision before the intended hire period commences.

7.2. Nomination of Licensed Driver Form

If not already submitted to the Council Office, the *Nomination of Licensed Driver Form* must also be submitted at the time of booking for each driver.

7.3. Conflicting Bookings

In all cases, if two or more requests are received to book a vehicle on the same date, Council will allocate the vehicle to that party which lodged the earliest request with Council, irrespective of the intended purpose of the hire.

7.4. Council Discretion

Council reserves the right to refuse any booking.

Council reserves the right to aggregate bookings for travel to the same destination on the same date, if it considers that it is reasonable to do so.

8. PICK UP AND DELIVERY

The pick up and delivery of vehicles is the responsibility of the hirer from the relevant depot.

9. ACQUITTAL

9.1. Origin Point Inspection

The hirer must notify the Council in advance of the time and date they expect to return the vehicle to their origin point, so that an inspection can be arranged by a Council staff member in respect of mileage, cleanliness and fuel.

In the case of the bus, if the origin point is Windorah or Stonehenge, the inspection should occur prior to the hirer delivering the vehicle back to Jundah.

9.2. Hire Acquittal Form

A *Hire Acquittal Form*, which has been signed off by the Council employee carrying out the inspection must be returned to the Council Office within seven (7) days of the conclusion of the hire.

9.3. Vehicle Log Book

The *Vehicle Log Book* located in the vehicle must also be completed and kept up to date during travel.

10. DRIVER OBLIGATIONS

10.1. Medical Fitness

The driver/s:

- 10.1.1. Must be medically fit to drive at all times and must not drive if they knowingly suffer from any medical condition which may affect their driving.
- 10.1.2. Must have a blood alcohol concentration of zero
- 10.1.3. Must not be under the influence of a drug that might affect driving ability.
- 10.1.4. Must not drive while they feel fatigued (refer to Queensland Transport Fatigue Management Regulations) and
- 10.1.5. Must not smoke in the vehicle at any time

10.2. Vehicle Operation and Maintenance

The driver/s:

- 10.2.1. should take time to familiarise themselves with operating the vehicle and ensure that all relevant documentation has been read and understood prior to the commencement of the journey;
- 10.2.2. must carry their drivers' licence at all times;
- 10.2.3. must meet the terms and conditions of the Queensland Transport Exemption Notice No. LTS/99/4 displayed in the vehicle at all times;
- 10.2.4. must notify Council of any defects of the vehicle or any potential risks to passengers that they identify in accordance with section 36(d) of the *Workplace Health and Safety Act 2011*;
- 10.2.5. must ensure the appropriate fuel is used and the fuel is maintained above the $\frac{1}{4}$ full mark at all times. (If the vehicle runs out of fuel, the injectors require bleeding.);
- 10.2.6. must ensure that the vehicle is not driven through flood water (the air filter is very low on some vehicles); and
- 10.2.7. must ensure that the oil, battery, radiator condition and tyre pressure is adequate both before and during the trip.

10.3. Passenger Management

The driver:

- 10.3.1. should instruct passengers on expected behaviour and notify them of safety and emergency procedures prior to the commencement of the journey;
- 10.3.2. may refuse to carry an animal except when the animal is required to assist a person with a disability; and
- 10.3.3. may refuse travel to a person if the driver believes on reasonable grounds, that the person is causing, or likely to cause danger to themselves or others or a nuisance to the driver or other passengers.

11. SAFETY REQUIREMENTS

Compliance with safety requirements and the safe conduct of passengers is the responsibility of the hirer.

11.1. Passenger Seating

Buses must not carry more than one (1) seated passenger per adult seat.

11.2. Emergency Hammers

The windows of the vehicles have been strengthened to add extra safety and strength to the roof in case of roll over. As a result, buses are fitted with small hammers to break glass in such an event. The importance of and use of these small hammers should be noted and their security checked at the end of each leg of the journey.

11.3. Luggage

Luggage should be stowed in a manner which reduces the risks of it becoming a projectile during a collision (eg. under seats, tied down, in an enclosed area).

12. DAMAGE TO VEHICLE

The hirer is required to report all information associated with breakdowns and accidents to the Council Office as soon as practicable. Prior to any repairs being commenced, the repairer must contact the Council for authority to commence the work.

In the event of an accident involving a Council vehicle, notify the local police and then notify the Council as soon as practicable.

The user group is responsible for excess insurance currently \$1000 and the cost of repairs to vehicles caused by wilful damage (eg tearing of seats, removal of hammers).

13. CHARGES AND OBLIGATIONS

The calculation of all hire charges and acquittal of cleanliness and fuel obligations takes place from the hirer's 'origin point'.

For example: If the hirer is based in Windorah, charges and obligations only commence from the time the vehicle embarks on its journey from Windorah and the acquittal of charges and the hirer's obligations in respect of cleanliness and fuel takes place upon the return of the vehicle to Windorah.

Unless an alternate financial agreement exists with the Council, the following charges and obligations apply:

13.1. Bus/Tarago Hire

\$50.00 per day plus **45 cents per kilometre** for mileages exceeding 100km from the origin point.

13.2. Clean and Tidy State

Vehicles must be returned to their origin point in a clean and tidy state. This applies to both the interior and exterior of the vehicle.

Vehicles returned to their origin in a dirty condition will attract an additional charge of \$50.00 to cover the costs of cleaning.

13.3. Fuel

Vehicle must be returned to their origin point with a full tank of fuel. Vehicles returned with less than a full tank of fuel will be liable for the replacement costs of the fuel.

If a hirer is unable to refuel a vehicle, they should notify the Council Office so that arrangements can be made to refuel the vehicle and invoice the hirer.

13.4. Late Charge

Vehicles not returned by a time considered appropriate by the Council Office may attract a further penalty of not less than the minimum daily charge for that vehicle and where that delay causes another group or individuals to have their travel plans disrupted, may cause the Council to revoke or refuse any application or permission for any vehicle in the future.

14. GRIEVANCES

Complaints concerning Council vehicles should be made to the Chief Executive Officer.

Any disciplinary action considered necessary following the investigation of complaints will be in accordance with Council's Code of Conduct.