

**PLEASE COMPLETE THIS FORM & RETURN TO:**

Peninsula Transport Assist Incorporated

13 Railway Road, Baxter Vic 3911

Telephone: (03) 9708 8241

[Email: peninsulatransportassist@gmail.com](mailto:peninsulatransportassist@gmail.com)**HIRER DETAILS - RENTAL DOCUMENT**

Transport Safety Victoria – Registration No. (if applicable)

Name of Organisation:

Address:

Contact Person:

Contact Tel:

Fax:

Email:

PTA Volunteer Driver?

YES | NO (TICK AS REQUIRED)

Your Driver's Name:

Driver's Licence No.:

Expiry:

Conditions on Licence:

All Authorised Driver(s) must provide a Photocopy of both sides of all Licence(s) detailed on this Rental Document and by signing this Document, acknowledge and are bound by the Terms and Conditions contained in the Rental Agreement and this Rental Document.

USAGE DETAILS

Purpose of Hire:

Travelling to:

Date (s) required:

To

Days

Collection Time:

Pick-Up Time:

Return Time:

Tollroads?

Yes

No

Type of Bus:

11 Seater Bus

OR 24 Seater Bus

(Including Driver i.e. 12 and 25 Seats Total)

ACKNOWLEDGEMENTS, AGREEMENTS AND PRIVACY CONSENTS

By signing this Rental Document:

You acknowledge that you have read and understood and you agree to be bound by:

- (a) this Rental Document;
- (b) the following documents handed to you:
 - (1) the 'Peninsula Transport Assist Terms and Conditions of Rental', including that:
 - (i) you are liable for the loss of and all damage to the Vehicle unless this liability is reduced by clause 8; and
 - (ii) you are always liable for the 'Excess Amount' of \$1,000 (and additional charges) shown in this document and the damage to the vehicle described in clause 8.3;
 - (2) the 'Peninsula Transport Assist Privacy Notice';
 - (3) the 'Condition Report';
- (c) where our 'Preferred Partners' are used to provide a vehicle to you the services known as Loss Damage Waiver ('LDW') and Excess Reduction ('ER') will be charged to you at the then applicable rates or included in the daily 'Rental Charge';
- (d) where the vehicle provided to you is part of our 'Community Bus Fleet' additional terms and conditions will apply;
- (e) in the event that a vehicle is provided to you, with or without a Peninsula Transport Assist driver, by one of our 'Preferred Partners', the terms and conditions of rental and rental agreement of that 'Preferred Partner' will apply to the exclusion of the 'Peninsula Transport Assist Terms and Conditions of Rental' and 'Rental Agreement';
- (f) you agree to indemnify, keep indemnified, and to hold harmless 'Peninsula Transport Assist', its servants and agents and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, in connection with the Hirers performance or actions or purported performance or actions of its obligation under the rental agreement and be directly related to the negligent acts, errors or omissions of the Hirer.

		Contact Person	
Signature		Date	
Signature		If you tick the box below you acknowledge and agree that you have read and accept all the terms of the Peninsula Transport Assist Terms and Conditions of Rental and the Rental Agreement including the additional terms where the vehicle is part of our Community Bus Fleet - You Are Not Required To Sign Your Acknowledgment in Addition To This	

Tick as appropriate

Community Organisation

Private Hire

A \$50 'Deposit' is payable to PTA at the time of submitting your booking request this Deposit is not usually refundable. Payment can be made via credit card over the phone or enter your details below.

CREDIT CARD AUTHORISATION FORM

CARD TYPE:



CREDIT CARD NUMBER:

Enter Credit Card Number (if you are entering via the PDF form the Credit Card Number will be automatically validated)

EXPIRY DATE: ____ / ____ CVV ____

NAME ON CARD: _____

SIGNATURE: _____


Peninsula Transport Assist Inc.

Volunteer Assisted Transport & Community Bus Hire
 13 Railway Road, Bater Vic 3911
 Telephone: (03) 9708 8241
peninsulatransportassist@gmail.com

**PENINSULA TRANSPORT
 ASSIST INCORPORATED
 FURTHER INFORMATION IN RELATION TO THIS RENTAL DOCUMENT**

CLIENT PICK UP / DROP-OFF ADDRESS IF DIFFERENT TO THAT ON PAGE ONE

Alternate Pick Up

Address:		Suburb	
Contact No:		Contact Name:	

Alternate Drop Off

Address:		Suburb	
Contact No:		Contact Name:	

Eligibility for Community Bus Fleet Hire

PTA Community Bus Fleet Buses are available for hire by not-for-profit, community groups, clubs, schools or associations working for the benefit of local residents who are at risk of social isolation or to assist in activities or access to goods and services.

Additional Information and requirements for Hirers of Community Bus Fleet Buses

If you are eligible to hire a Community Bus then once the hire date and time has been confirmed by PTA;

1.

- a) A letter of Authority will be emailed to you authorising you to take the bus from the Shire facility (Mornington or Hastings) on the date and time specified in the email - if the hire is for the weekend or public holiday you will need to arrange to pick up the bus on Friday or prior to the public holiday as the Shire Offices are not open on Weekends or public holidays.
- b) Please refer to the PTA Standard Terms and Conditions 'Community Bus Fleet' section for further detail.

Collection & Return of Buses and Keys

Arrangements for the pick-up and return of the buses should be made through the PTA office on telephone (03) 9708 8241 or peninsulatransportassist@gmail.com

The buses are available on any day of the week, consecutive days and long weekends.

Keys can be collected and returned as arranged by the PTA office.

In order to allow multiple use of each bus, buses must not be collected prior to the time nominated on the Confirmation Letter/Email and must be returned at the nominated return time with a full tank of unleaded petrol/diesel in a clean condition. Failure to do so will incur additional fees for the user as per our schedule of fees.

Inspection of Buses

PTA staff will inspect the bus as soon as possible after its return and organisations found not complying with conditions of use will forfeit future use of the bus.

Fees

Fees will be charged in accordance with the Fee Schedule. **Booking Forms must be returned to peninsulatransportassist@gmail.com** and once received, a Letter of Confirmation or Confirmation Email will be sent to the group.

Fee Schedule (as of 1 January 2020) (Note this is the first increase since 2017 and applies only to our 24/25 seat Buses 2.9%)

12-seat Mini Bus	Fee
Full Day Hire (up to 24 hours) <u>self-drive</u>	\$150.00
Full Day Hire plus <u>PTA supplied driver</u> (up to 8 hours)	\$250.00
Per Hour Charge for Buses not Returned at Agreed Time	\$10.93 / \$19.10
25-seat Midi Bus	Fee
Full Day Hire (up to 24hours) <u>self-drive</u>	\$300.00
Full Day Hire plus <u>PTA supplied driver</u> (up to 8 hours)	\$400.00
Per Hour Charge for Buses not Returned at Agreed Time	\$22.00 / \$31.00
Other Fees	Fee
200km Per Day is included in the above hire fees - excess kilometres;	
- 12 Seat Buses Per Kilometre	\$0.36
- 25 Seat Buses Per Kilometre	\$0.36
- Where a self-drive bus has not been refueled a refueling fee per liter of	\$2.92
- Where a self-drive bus requires a full clean / detailing an at cost estimate of between \$170.00 to \$200.00 is the market rate - at a minimum the cost for a basic clean is approximately \$100.00	
CityLink / EastLink Tolls	At Cost

TERMS AND CONDITIONS OF STANDARD RENTAL AGREEMENT

Effective 1 January 2020

ABOUT PENINSULA TRANSPORT ASSIST

PTA operates a community bus hire service which has two components: volunteer bus drivers are available for community groups to hire for one-off bus trips or for regular community trips; and through the community bus hire service, individuals and community organisations can hire buses directly from PTA, through our 'Community Bus Fleet' or through our 'Preferred Partners'. This is the social enterprise arm of PTA with profits directed back to support the PTA mission to minimise disadvantage, including transport disadvantage, in the Mornington Peninsula and Frankston Region - your use of PTA buses directly supports the disadvantaged in your community. PTA is a charity registered and regulated by the ACNC and proudly displays the charity tick of approval.

CONSUMER RIGHTS STATEMENT

All rights set out in this Rental Agreement are in addition to Your rights as a consumer ('Your Consumer Rights') under applicable consumer protection legislation including the Australian Consumer Law.

Your Consumer Rights are not excluded, restricted or modified by this Rental Agreement. You can find out more about Your Consumer Rights from consumer organisations and bodies such as the Australian Competition and Consumer Commission and State/Territory fair trading authorities.

YOUR FEEDBACK

We welcome Your feedback. Please tell us where we are going wrong by contacting us by phone or email (We would also like to hear about what we are doing right).

If You have specific issues or concerns please contact customerservice@peninsulatransportassist.org or telephone (03) 9708 8241. We aim to resolve standard queries (not involving damage or insurance related issues) within 5 working days. There are rare occasions, for example hail storms, flood events, and soon, which may result in multiple claims at the same time. In such circumstances we aim for prompt resolution as possible.

Damage or insurance related issues cannot be allocated a predetermined timeline because of the involvement of external parties over whom we have no time or procedural control, but we aim for prompt resolution as possible.

INTERPRETING YOUR RENTAL AGREEMENT

1 The Rental Agreement ('**Rental Agreement**') between PTA and You is made on the date shown on the Rental Document You have signed in respect of the Vehicle ('**Rental Document**') and is made up of that Rental Document and these Terms and Conditions. In these Terms and Conditions:

'**Accessory**' means any equipment set out in the Rental Document, including (as applicable) any global positioning system receiver or similar device or any child restraint, booster or similar equipment;

'**PTA Insurance Policy**' means a policy of liability insurance held by PTA for Your and an Authorised Driver's liability to a third party for damage to the property of that third party which is caused by the legal use of the Vehicle by You or an Authorised Driver;

'**Authorised Driver**' means:

- an additional driver who signs the Additional Drivers Form or Rental Document;
- Your spouse;
- Your employer or a fellow employee, if either is engaged in activities that are incidental to Your business duties;

'**Collection Costs**' means PTA's reasonable costs of collecting unpaid Rental Charges from You (including PTA's legal costs) and PTA's administration fee of \$75 (incl GST) and its debt collection agent's fee equal to 10% of the unpaid Rental Charges;

'**Community Bus Fleet**' means the buses put into the PTA fleet by the Mornington Peninsula Shire Council for the exclusive use of community groups;

'**Condition Report**' means the report that was given to You at the commencement of the Rental Period and that is completed by You or PTA staff in your presence and again at the conclusion of the Rental Period;

'**Deposit**' means the amount You pay to PTA to secure the exclusive rental

of the Vehicle as detailed in the Rental Document, in most cases this Deposit is non-refundable;

'**Excess Amount**' means the amount shown as 'Excess Amount' on the Rental Document;

'**Late Return Charge**' means a charge of \$40 (incl GST) payable by You if You do not return the Vehicle on the date and by the time shown on the Rental Document or an alternative return date and time as agreed with PTA under clause 6.1(a) this is in addition to any other charges shown on the Rental Document;

'**Manufacturer's Specifications**' means the specifications of the manufacturer of the Vehicle as set out in the Vehicle's operations manual located in the glove box of the Vehicle;

'**MPSC**' means the Mornington Peninsula Shire Council ABN 53 159 890 143;

'**Overhead Damage**' means damage (excluding hail damage) to the Vehicle above the top of the door seal or the top of the front and back windscreens, or damage to third party property, caused by the Vehicle coming into contact with any thing overhanging or obstructing its path, objects being placed on the roof of the Vehicle, or You or any person standing or sitting on the roof of the Vehicle;

'**Preferred Partners**' means Budget, Avis or any other supplier of vehicles for hire which PTA in its absolute discretion judges to be suitable partners in its mission;

'**PTA**' means Peninsula Transport Assist Incorporated ABN 20 988 629 539 (Association No. A005957A);

'**Rental Charges**' means the fees, costs, amounts and charges specified on the Rental Document or payable under this Rental Agreement;

'**Rental Period**' means the period commencing on the date shown on the Rental Document and ending on the date that You return the Vehicle to PTA;

'**Roadside Assistance**' means, subject to clause 5.4, the provision of the following services at no additional cost to You via RACV Total Care - Call 13 11 11 - Metropolitan and Regional towing of 100km, 5 litres of fuel brought to you, if RACV cannot open your Vehicle up to \$300 for a locksmith - full details are in the glove compartment of the Vehicle;

'**Substitute Vehicle Insurance**' means a policy of motor vehicle insurance held by You or an Authorised Driver which covers You or the Authorised Driver while using the Vehicle as a substitute for the vehicle insured under that policy;

'**Underbody Damage**' means damage to the Vehicle during the Rental Period caused by the Vehicle coming into contact with any thing below the bottom of the door seal and the bottom of the front and rear bumper bars where PTA considers, acting reasonably, that the driver of the Vehicle is reasonably at fault for that damage;

'**Vehicle**' means the vehicle described on the Rental Document (or any substitute vehicle), and includes its parts, components, keys, remote opening devices, any tag or device for paying electronic tolls, all Accessories and contents supplied by PTA; and

'**You**' or '**Your**' refers to the person(s) with whom the Rental Agreement is made;

'**Your Account**' means Your debit card or credit card to which Your Rental Charges are to be debited or in the case of account customers the credit account to which Your Rental Charges are to be charged.

DRIVER

2.1 You agree and acknowledge that:

- (a) only You or an Authorised Driver will drive the Vehicle; and
- (b) You and any Authorised Driver hold a current licence (not being a learner's licence or provisional licence) to drive the Vehicle and have been licensed to drive vehicles of the same category as the Vehicle for at least 12 consecutive months.

You are responsible for the acts and omissions of an Authorised Driver or any other person You allow to drive the Vehicle.

WHERE YOU CAN AND CANNOT DRIVE THE VEHICLE

3.1 You and any Authorised Driver must only use the Vehicle:

- (a) on a road which is properly formed and constructed as a sealed, metalled or gravel road;
- (b) In Western Australia you and any Authorised Driver must not use the vehicle off road (e.g. on a fire trail, beach, track, grassed area or to cross streams or any other body of water) unless you have authorisation from PTA in writing.

3.2 You and any Authorised Driver must not, unless authorised in writing by PTA, drive or take the Vehicle:

- (a) to Gove Peninsula or any island off the coast of Australia (including, but not limited to, Bruny Island, Fraser Island, Groote Eylandt, or the Tiwi Islands);
- (b) to Kangaroo Island; however, if so authorised, You and any Authorised Driver must not drive the Vehicle between dusk and dawn outside the town limits;
- (c) into or out of the Northern Territory, Western Australia or Tasmania;
- (d) in Queensland:
 - (1) on Highway No. 27: beyond Chillagoe in a Westerly direction;
 - (2) on Highway No. 1: beyond Normanton in a Southerly direction and no further North than Karumba;
 - (3) if the Vehicle is a passenger vehicle or truck, beyond Cooktown to the North or Lakeland to the West and no further North than Cape Tribulation on the Coast Road; or
 - (4) on the Coast Road from Helenvale to Cape Tribulation, or from Laura to Lakeland, unless the Vehicle is a 4 wheel drive vehicle;
- (e) in the snow (at any time and anywhere (including Tasmania));
- (f) above the snow line in:
 - (1) New South Wales (being Jindabyne); or
 - (2) Victoria (being Bright),from the beginning of June until the end of September;
- (g) on beaches or through streams, dams, rivers or flood waters;
- (h) in Western Australia:
 - (1) to any parts North of Carnarvon;
 - (2) on the Gibb River Road, Cape Leveque Road, Widdjuna Gorge, Canning Stock Route, Gunbarrel Highway and Holland Track;
 - (3) beyond 100 kilometres of the Perth city limits between dusk and dawn; or
 - (4) otherwise, outside any town or city limits between dusk and dawn; or
- (i) in the Northern Territory:
 - (1) on the Jim Jim Falls Road to Jim Jim Falls and Twin Falls; or
 - (2) outside any town or city limits between dusk and dawn.

USE OF THE VEHICLE

4.1 You and any Authorised Driver must:

- (a) not use, or allow the Vehicle to be used, for any illegal purpose, race, contest or performance test of any kind;
- (b) not, without PTA's prior written consent, use, or allow the Vehicle to be used, to push anything;
- (c) not carry, or allow the Vehicle to carry, more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle;
- (d) not be under the influence of drugs or intoxicating liquor;
- (e) not use the Vehicle when it is damaged or unsafe;
- (f) provided it is reasonable in the circumstances to do so, not drive the Vehicle after an accident or hitting an object (including an animal) until You have obtained PTA's approval to do so;
- (g) not smoke within the Vehicle or allow any other person to smoke within the Vehicle at any time;
- (h) not eat or drink within the Vehicle or allow any other person to eat or drink within the Vehicle at any time;
- (i) not, without PTA's prior written consent, use the Vehicle to carry any inflammable substance which has a flash point under 22.8°C or any other explosive or corrosive substances;
- (j) not use the Vehicle for the conveyance or towing of any load unless You have PTA's prior written consent; the load is correctly loaded and secured and not in excess of that for which the Vehicle was manufactured; for towing, the Vehicle is fitted with a tow bar; and the conveyance or towing is undertaken in accordance with the Manufacturer's Specifications and PTA's recommendations; and
- (k) not use the Vehicle in contravention of any law.

4.2 You must pay for any professional cleaning or odour extraction required because You or another person has been smoking within the Vehicle and for all parking, speeding and traffic infringements and tolls in respect of the Vehicle during the Rental Period.

MAINTENANCE, SECURITY AND SAFETY

5.1 You and any Authorised Driver must:

- (a) maintain all of the Vehicle's engine oils and engine coolant levels to the Manufacturer's Specifications, provided that PTA has provided the Vehicle to You with engine oils and engine coolant at levels which reflect the Manufacturer's Specifications;
- (b) fill the Vehicle with only the fuel types specified in the Manufacturer's Specifications;
- (c) keep the Vehicle locked when it is unattended and the keys under Your or the Authorised Driver's personal control at all times; and
- (d) comply with all applicable seat belt and child restraint laws.

5.2 PTA will provide 24 hour Roadside Assistance for all inherent mechanical faults (as reasonably determined by PTA or its authorised repairer) at no additional cost provided that the fault does not arise as a result of any unauthorised use of the Vehicle in breach of clauses 3 or 4.1 (save, in respect of clause 4.1(l), for minor infractions).

5.3 Roadside Assistance Cover does not apply if the Vehicle has been used in breach of clauses 3 or 4.1 or in respect of any additional amount(s) payable under clause 8.5 (save, in respect of clause 4.1(l), for minor infractions).

5.4 You must not have repairs to the Vehicle carried out unless PTA authorises You to do so. PTA requires verification of the cost of repairs for reimbursement and GST purposes. You should obtain an original tax invoice/receipt to assist PTA. PTA will reimburse You for any repairs to the Vehicle authorised by it, provided that the cost of those repairs is verified. To the extent that PTA cannot verify the cost of repairs, PTA will not reimburse You.

RETURN OF VEHICLE

6.1 You must return the Vehicle to PTA:

- (a) to the place, on the date and by the time shown on the Rental Document unless you have informed PTA of a change prior to the return date and PTA has agreed to the change;
- (b) in the same condition as it was at the commencement of the Rental Period, fair wear and tear excepted; and
- (c) with a completed Condition Report.

6.2 If You tell PTA that You wish to return the Vehicle to a location other than that stated on the Rental Document, PTA will advise You of the amount of the 'one-way fee' that You will incur (unless clause 6.5(a) applies to You). If You do not tell PTA in advance, You must pay a 'one-way fee' of up to \$2 per kilometre (depending on the type of Vehicle and the distance travelled) to be determined and paid at the end of the Rental Period. You will also be liable for any Rental Charges calculated under clause 6.4.

6.3 Despite clauses 6.1 and 6.2, You must return the Vehicle to a PTA location during normal operating hours or otherwise as detailed on the Rental Document, for example to one of PTA's secured storage yards.

6.4 If:

- (a) You return the Vehicle on a date, or at a time, or to a place other than that shown on the Rental Document; or
- (b) You do not comply with any special conditions set out in the 'Rates' section on the Rental Document,

then the rates shown on the Rental Document will not apply and You must pay the rate that in the circumstances is reasonably applicable for the Vehicle for the Rental Period (which is likely to be higher than the rates shown on the Rental Document) plus the Late Return Charge.

6.5 PTA may request the immediate return of the Vehicle, or PTA may recover the Vehicle without notice, if:

- (a) the credit limit on Your method of payment would be exceeded by the debiting of the Rental Charges for a requested extension of the rental of the Vehicle or if a 'one-way fee' becomes payable by You;
- (b) the Rental Period expires without satisfactory arrangements having been made by You with PTA; or
- (c) PTA reasonably suspects that:
 - (1) the Vehicle may be used for an unlawful purpose;
 - (2) damage to the Vehicle, or injury to persons or property, is likely to occur; or
 - (3) the Vehicle will be involved in an industrial dispute.

6.6 If You do not return the Vehicle on the date and by the time shown on the Rental Document (or any extended date or time agreed with PTA) then:

- (a) after written notice to You and if the location of the Vehicle is unknown, PTA may report the Vehicle as stolen to the Police; and
- (b) You must pay PTA all Rental Charges (including additional Rental Charges) and compensate PTA in accordance with clause 8 for any loss PTA suffers (including all reasonably additional costs PTA incurs in recovering the Vehicle) up to the time that the Vehicle is recovered by PTA.

FUEL

- 7.1 You must fill the Vehicle only with the fuel type specified in the Manufacturer's Specifications.
- 7.2 If You drive the Vehicle less than 120 kilometres during the Rental Period, You will be charged the Refuelling Service Fee per kilometre driven as set out in the Rental Document. PTA will waive the Refuelling Service Fee if You present a receipt indicating You have refuelled the Vehicle and the Vehicle has the same level of fuel that the Vehicle had when You rented it, as determined reasonably by PTA's visual inspection of the Vehicle's fuel gauge.
- 7.3 If:
- (a) You drive the Vehicle 120 or more kilometres during the Rental Period; and
 - (b) You return the Vehicle with less fuel than it had when You rented it,
- You must pay the Fuel Service amount per litre as set out on the Rental Document. This amount reflects the cost of fuel per litre plus PTA's costs associated with arranging to fill the Vehicle with fuel.
- 7.4 For the purpose of clause 7.3 the fuel level of the Vehicle at the time You rent it and at the time You return it to PTA is determined by visual inspection by PTA of the Vehicle's fuel gauge, and the kilometres driven, however if a Fuel Service amount is charged, that amount will be based on the number of litres of fuel actually put into the Vehicle to return it to the level of fuel that the Vehicle had when You rented it.
- 7.5 If you have a PTA driver you will be invoiced for the cost of the fuel actually used by the Vehicle at the then pump price prevailing, to return it to the level of fuel that the Vehicle had when You rented it.

LOSS, DAMAGE AND LOSS OF PROPERTY

- 8.1 Subject to this clause 8, You are liable:
- (a) for the loss of, and all damage to, the Vehicle during the Rental Period; and
 - (b) for all damage to the property of any person:
 - (i) which is caused or contributed to by You or any person You allow to drive the Vehicle; or
 - (ii) which arises from the use of the Vehicle by You or any person You allow to drive the Vehicle.

This clause 8 does not apply to any damage or loss for which PTA is liable to You under this Rental Agreement.

Remember that references to the 'Vehicle' include all of its parts, components, Accessories and contents (see the definitions of 'Vehicle' and 'Accessory' in clause 1).

- 8.2 Subject to clauses 8.5 and 8.6, PTA waives Your liability under clause 8.1 for damage to, or loss of, the Vehicle and will ensure that You and any Authorised Driver are entitled to be indemnified under the PTA Insurance Policy, if:
- (a) You pay the Excess Amount for each separate event involving:
 - (i) damage (including hail damage) to, or loss of, the Vehicle; or
 - (ii) damage to the property of any third party which is caused by the use of the Vehicle by You or an Authorised Driver.
- 8.3 In the event of an unintended collision between the Vehicle and any other object, including another vehicle, during the Rental Period that results in damage to the Vehicle or to the property of any third party, PTA waives Your liability under clause 8.1 and will ensure that You are entitled to be indemnified under the PTA insurance Policy, and We will refund You any Excess Amount You paid PTA, provided that, acting reasonably, PTA agrees that You or an Authorised Driver were not at fault and:
- (a) You and any Authorised Driver held a full Australian drivers licence;
 - (b) You have provided PTA or its insurer with any details of the incident that PTA or its insurer reasonably requests including:
 - (1) the name, residential address, contact phone and licence number of any person involved;
 - (2) the registration numbers of all vehicles involved;
 - (3) an accurate description of the incident and location; and
 - (4) the names of any attending police officers and the stations at which they are based; and
 - (c) You have supplied or PTA, or its insurer has established the name of the insurer of any third party You believe was at fault and PTA, or its insurer reasonably believes that the insurer will pay PTA for the loss or damage.
- 8.4 If clause 8.3 applies, PTA may debit Your Account with the Excess Amount at the time of loss of, or damage to, the Vehicle, however when PTA reasonably believes that the insurer of a third party will pay PTA for the loss or damage, PTA will,

within a reasonable period of time, refund You the Excess Amount You paid.

- 8.5 **Additional amounts payable: You must always pay to PTA the full amount of the following costs and fees:**

- (a) the cost of repairing any:
 - (1) Overhead Damage or Underbody Damage (including, without limitation, damage which occurs if You drive the Vehicle into a bridge, a tunnel, a tree or the roof or boom gate of a car park; or damage to the exhaust systems, suspension and chassis caused by carelessly driving over gutters or kerbs or driving along poor quality roads at excessive speeds);
 - (2) water damage to the Vehicle caused by total or partial inundation or immersion of the Vehicle in water or exposure of the Vehicle to salt water (including, without limitation, damage which occurs if You drive the Vehicle through floods, creeks or rivers);
 - (3) damage to the Vehicle or to the property of any third party caused by a breach of clause 3, 4.1, 5.1 or 5.4 (save, in respect of clause 4.1(l), for minor infractions);
 - (4) damage to a tyre or an Accessory not attributable to normal wear and tear; and
 - (5) damage to the Vehicle or to the property of any third party caused deliberately or recklessly by You, any other driver of the Vehicle or any passenger carried during the Rental Period;
 - (b) the cost of replacing, if lost or stolen, an Accessory; and
 - (c) the cost of any professional cleaning or odour extraction reasonably incurred by PTA because You or another person has been smoking in the Vehicle during the Rental Period in breach of clauses 4.1(g) or 4.1(h);
 - (d) a reasonable administrative fee reflecting the cost of making arrangements for professional cleaning or smoke extraction in clause 8.5(c); and
 - (e) if you have breached the Rental Agreement, a per day loss of revenue fee based on the actual downtime of the Vehicle (or, where the actual downtime of the Vehicle is not known, a reasonable estimate of that downtime), provided that Your breach of the Rental Agreement has caused the downtime of the Vehicle.
- 8.6 (a) For the purposes of this clause 8.6, 'Recovery Costs' means, in relation to the loss, of, or damage to, the Vehicle;
- (1) any appraisal fees actually and reasonably incurred;
 - (2) any towing, storage and recovery costs actually and reasonably incurred; and
 - (3) a reasonable administrative fee reflecting the cost of making arrangements for repairs and towing and other administrative activities.
- (b) If clause 8.1, 8.2, or 8.5 applies, You must pay to PTA, or PTA may debit Your Account with, the Excess Amount at the time of loss of, or damage to, the Vehicle pending PTA's assessment of the loss and damage and, if applicable, the repair of the Vehicle, subject to Your right to a refund under clause 8.7(b).
 - (c) For the purposes of calculating any refund under clause 8.7(b), PTA will add the Recovery Costs to the amount of the costs of damage and repair to the Vehicle.
 - (d) If clause 8.5 applies, and if the total of the Recovery Costs and the costs and fees that You must pay under clause 8.5 is greater than the Excess Amount (with the difference being the 'Gap Amount'), You must pay to PTA, or PTA may debit Your Account with, the Gap Amount.
- 8.7 (a) Where You are required to pay PTA under this clause 8, the amount You must pay for any loss, damage, repair, cost or fee:
- (1) may be reasonably determined by PTA; and
 - (2) in relation to damage to the Vehicle, is the lesser of the cost of repairs to the Vehicle or the market value of the Vehicle at the time of the damage.
- (b) If the amount determined by PTA and paid by You under this clause 8.7 exceeds the final cost of the loss, damage or repair, PTA will refund the difference to You within a reasonable period of time.
 - (c) PTA will provide details to You of the final cost of the loss, damage or repair on request by You and within a reasonable period of time.

CLAIMS AND PROCEEDINGS

- 9.1 Where the use of the Vehicle by You, an Authorised Driver, or any other person results in an accident or claim ('Incident'), or where damage or loss is sustained to the Vehicle or the property of any third party, You must ensure that You or any Authorised Driver:
- (a) promptly reports the Incident to the local police (if required by law) and ensure passenger safety by calling emergency services on 000.
 - (b) promptly reports the Incident in writing to PTA;
 - (c) not, without PTA's prior written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability in

relation to the Incident, except to the extent that You are required to provide a statement to the Police;

- (d) permits PTA or its insurer at its own cost to bring, defend, enforce or settle any legal proceedings against a third party in Your name in relation to the Incident;
- (e) permits or ensures that PTA may claim in Your name or that of the Authorised Driver under any applicable Substitute Vehicle Insurance, and assist, and cause the Authorised Driver to assist, PTA in making such a claim, including assigning any right to claim under any Substitute Vehicle Insurance to PTA; and
- (f) completes and furnishes to PTA within a reasonable time any statement, information or assistance which PTA or its insurer may reasonably require, including attending at a lawyer's office and at Court to give evidence.

9.2 PTA or its insurer will meet Your reasonable out-of-pocket expenses in complying with clause 9.1(e) or 9.1(f).

9.3 Nothing in this Rental Agreement restricts our insurers rights of subrogation.

9.4 If you do not comply with clause 9.1(b), and PTA is unable to investigate the Incident, PTA will, if it is reasonable to do so, debit all Rental Charges to Your Account pending receipt of Your report about the Incident.

PAYMENT

10.1 At the end of the Rental Period, You must pay PTA:

- (a) all Rental Charges;
- (b) any amount paid or payable by PTA or You to any person arising out of Your use of the Vehicle or imposed on You or PTA by any government or other competent authority;
- (c) the replacement cost (as reasonably determined by PTA) for a lost or stolen Accessory; and
- (d) any amount which You reasonably owe to PTA under the Rental Agreement, in respect of a breach of the Rental Agreement or otherwise. PTA will provide details to You of any amount payable under this clause 10.1.

10.2 Each Rental Charge calculated and invoiced to You at the time of the return of the Vehicle is subject to subsequent verification by PTA. If PTA reasonably determines that a Rental Charge should be adjusted, PTA will provide details to You if PTA has Your contact details.

10.3 The minimum charge You must pay for the rental of the Vehicle is an amount equivalent to:

- (a) one day's rental at the 'daily rate' shown on the Rental Document (subject to clause 6.4); plus
- (b) the amount payable for the number of kilometres driven during the Rental Period.

10.4 Distance charges are measured from the Vehicle's odometer.

10.5 You authorise PTA to charge all amounts payable to PTA under the Rental Agreement to Your Account.

10.6 If You pay Your Rental Charges by debit card, You acknowledge that it may take up to 7–10 business days for Your financial institution to release any amount which has been authorised by that institution at the request of PTA under clause 10.5 which is in excess of Your Rental Charges.

10.7 PTA will pay, within 14 days, any refund due to You by such method as PTA may reasonably choose.

10.8 If You fail to pay any amount due under or in connection with the Rental Agreement within 14 days of the date by which You were required to pay the amount, You must also pay PTA:

- (a) interest at 10% per annum (compounded daily) on the amount from the expiry of 14 days from the date on which You were required to pay the amount to the date of payment; and
- (b) on and as demanded, PTA's Collection Costs including interest on PTA's Collection Costs calculated in accordance with clause 10.8(a) from the date of demand.

TERMINATION

11.1 Either party may terminate the Rental Agreement at any time if the other party commits a material breach of the Rental Agreement.

11.2 Subject to clauses 6.2 to 6.6 (inclusive) and 10.3, You may terminate the Rental Agreement at any time by returning the Vehicle to PTA.

PROPERTY IN VEHICLE

12 Unless PTA or a PTA employee acting in the course of their employment is negligent, or fraudulent, PTA is not liable to any person for any loss of, or damage to any property:

- (a) left in the Vehicle after its return to PTA; or
- (b) stolen from the Vehicle or otherwise lost during the rental.

PERSONAL PROPERTY SECURITIES LAW

13.1 The following terms have their respective meanings in the Personal Property Securities Act 2009 (Cth) ('PPSA') – **financing statement, interested person, register, proceeds, security agreement and security interest.**

13.2 You acknowledge that:

- (a) by renting the Vehicle from PTA, You may be granting a security interest in the Vehicle (and any proceeds) to PTA, and that this Rental Agreement may constitute a security agreement;
- (b) any security interest arising under this Rental Agreement attaches to the Vehicle when You obtain possession of the Vehicle and not at any other time; and
- (c) PTA may perfect its security interest by lodging a financing statement on the PPSA register.

13.3. PTA does not need to give You any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and that requirement cannot be excluded.

13.4 You must do anything reasonably required by PTA to enable PTA to register its security interest, with the priority it requires, and to maintain the registration.

PRIVACY NOTICE

PENINSULA TRANSPORT ASSIST INC. PRIVACY NOTICE

At PTA we recognise the importance of protecting your personal information. This notice explains how PTA protects your privacy and summarises how it collects, uses and discloses personal information about you. For our full Privacy Policy please see [Peninsula Transport Assist](#) or contact us to request a copy.

WHAT PERSONAL INFORMATION DOES PTA COLLECT ABOUT ME AND HOW DOES IT COLLECT IT?

When you rent a vehicle from PTA, we need to collect certain information from you. The service you use will determine what information we collect from you. That information may include your name, contact details, date of birth, driver's licence number, payment details, referees, company name and employee number.

We may collect information about you from you or through your representatives, one of our Preferred Partners or a credit reporting body. We may also use electronic tools to monitor the location, usage and servicing of your vehicle, including your speed, time, fuel consumption, distances travelled and current and previous locations visited. We are required or authorised to collect some personal information under laws such as the following State/Territory vehicle registration laws: Road Transport (Driver Licensing) Act (ACT), Road Transport Act (NSW), Motor Vehicles Act (NT), Transport Operations (Road Use Management) Act (QLD), Motor Vehicles Act (SA), Vehicle and Traffic Act (Tas) and Road Safety Act (VIC) and Road Traffic Act (WA).

If we are unable to collect your personal information, this may prevent us from providing our services to you or limit our ability to provide you with the level of service that you would normally expect from us.

Where you provide us with personal information about someone else you must have their consent to provide their personal information to us based on this notice.

HOW IS MY PERSONAL INFORMATION USED OR DISCLOSED BY PTA?

We may use and disclose your personal information for the following purposes:

General purposes

We use your personal information to:

- provide the services that you request;
- do all things necessary to administer those services;
- research, develop, manage, protect and improve our services and vehicles;
- communicate with you regarding your vehicle, safety, arrangements with us and other matters;
- investigate, prevent and deal with fraud, unlawful activity and breaches of our agreement with you;
- conduct customer satisfaction surveys and inform you of improvements to our services; and
- maintain and develop our software and other business systems.

Disclosure to third parties

We may disclose your personal information to third parties including:

- our Preferred Partners;
- credit card providers;
- credit reporting agencies (see 'Payment default' below) and fraud checking agencies;
- debt collection agencies, if you default in payment of amounts owed to us;
- councils, government and private organisations responsible for the processing of traffic related infringements or the payment of road and traffic tolls;
- in relation to an accident or claim, insurers, the police and other persons involved in the accident or claim;
- driver licensing authorities; and
- government, regulatory and law enforcement agencies where the disclosure is required or authorised by law.

Payment default

If you default in the payment of any rental fees or charges to us, we may give information about you to a credit reporting body for some or all of the following reasons: to obtain a credit report about you; to allow the credit reporting body to create or maintain a credit information file about you; and to list your default and the debt on that credit information file. The information may include information about payment defaults over 60 days in certain circumstances and other information as described in our Privacy Policy.

WHO CAN I CONTACT FOR FURTHER INFORMATION?

If you have any privacy questions or concerns, or wish to exercise your right to access or correct your personal information (subject to exceptions under privacy laws), you can contact our Privacy Officer as follows:

By mail: 13 Railway Road, BAXTER, VIC. 3911.

By telephone: 03 9708 8241

By e-mail: customerservice@peninsulatransportassist.org

Please see our Privacy Policy for further details about personal information we collect, what we do with it, where we send it, website privacy, the credit reporting bodies we use and your access, correction, complaint and opt-out rights in respect of information held by us and by credit reporting bodies. Last updated 7 June 2018.

COMMUNITY BUS FLEET

- 1.1 The terms and conditions in this section are in addition to the other terms and conditions of the Rental Agreement unless otherwise stated.
- 1.2 The Mornington Peninsula Shire Council ('MPSC') have pooled two of their community buses to be managed by PTA, one is located in Mornington the other is located in Hastings, both carry 12 people including the driver.

ELIGIBILITY

PTA Community Buses are available for hire by not-for-profit community groups, clubs, schools or associations working for the benefit of local residents who are at risk of social isolation or for participation in activities or access to goods and services.

REGULATORY REQUIREMENTS

- 2.1 It is the responsibility of the not-for-profit organisation to ensure that they observe and abide by the requirements of the *Bus Safety Act 2009* (and any amendments to it) during the Rental Period.
- 2.2 Any not-for-profit organisation must be a registered bus operator - registration is free and can be made through the Transport Safety Victoria website.

DRIVER CONDITIONS AND USAGE

- 3.1 Only drivers holding a full Australian Drivers Licence are permitted and insured to drive Community Bus Fleet buses.
- 3.2 A Community Bus Fleet bus can only be driven within the State of Victoria.
- 3.3 Any not-for-profit community groups, clubs, schools or associations failing to comply with the Rental Agreement will forfeit future use of any Community Bus Fleet Bus.

INSURANCE

- 4.1 The Excess Amount under the MPSC insurance policies is \$500 each and every occurrence as at June 7 2018.

ROADSIDE ASSISTANCE

- 5.1 Replace references to Roadside Assistance with;
 - (a) For the Community Bus Fleet bus located at Hastings with the registration number of 1BZ-9EH Roadside Assistance is provided by Toyota Leasing who can be contacted on 1800 817 683 - these details are in the bus; and
 - (b) For the Community Bus Fleet bus located at Mornington with the registration number of 1DW-3ZA Roadside Assistance is provided by Summit Leasing who can be contacted on 1800 353 385 - these details are in the bus.

FREQUENT CLIENTS

- 1.1 If you choose, these Terms and Conditions of Rental will remain a continuing contract between You and PTA and will not need to be sent to you for every hire.
- 1.2 If PTA changes these Terms and Conditions of Rental it must notify you of the change, provide you an updated copy of the Terms and Conditions of Rental at which time you may, at your option choose not to receive a copy of the Terms and Conditions of Rental or not.
- 1.3 The current version of the Terms and Conditions of Rental is displayed on page one as [PTAST 6.3 01/2020] and at the beginning of the document displaying an effective date of January 1 2020.

I

Of

Tick Here to not Receive the Terms &
Conditions for every hire

