



Phone: 0447767247
Email: info@swanbuscharters.com.au
Website: www.swanbuscharters.com.au
ABN 98 622 809 562

IMPORTANT INFORMATION WHEN HIRING A BUS FROM SWAN BUS CHARTERS

- (a) A standard damage excess applies to all traffic accidents or damage.
- (b) Daily Rate includes 150 free kilometres with excess kilometres charged at .25c per kilometre.
- (c) It is the hirer's responsibility to check the bus for damage with a representative of Swan Bus Charters before the bus is taken for hire.
- (d) The bus is to be returned clean & re fuelled or extra charges will apply.
- (e) The hirer must phone Swan Bus Charters if the bus is being returned late or an extra days hire will be charged.
- (f) It is the hirer's responsibility that passengers do not consume alcohol, eat or smoke on the bus.

It is a criminal offence to consume alcohol on a bus.

- (g) Only persons mentioned on the hire agreement can drive the bus.
- (h) The hirer must read and sign the Terms & Conditions of the Hire agreement prior to picking up bus.
- (i) The hirer will be responsible to the owner for payment of tyre damage, windscreen or window glass damage, upholstery, scratches, dents or other damage caused to the bus, fair wear & tear accepted.
- (j) The hirer to complete a daily inspection & fault report and report any defects, faults or incidents immediately to the owner.
- (k) The hirer is responsible for keeping the bus clean to the best of their ability on a daily basis & a cleaning fee will apply at the end of the agreement if required.

SWAN BUS CHARTERS TERMS & CONDITIONS OF HIRE AGREEMENT

1. In this agreement the following expressions shall have the following meanings

- (a) The Owner means Swan Bus Charters
- (b) The Hirer means any person or persons who sign this agreement
- (c) The Bus means the bus as described
- (d) Damage to the bus shall include loss or damage to the bus, its tyres, accessories and tools, excluding normal wear and tear.

2. WARRANTIES BY THE HIRER

- (a) The driver of the bus holds a current motor vehicle driver's license valid at the time of rental and the said license is covered for the class of bus hired.
- (b) All particulars provided as to the name, address, age, date of birth & telephone number are correct.
- 3. The Hirer agrees that:
 - (a) The bus has been received in good order and running condition.
 - (b) To return the bus to the owner at the owner's place of business within the time specified.
 - (c) In the event of a breakdown or accident contact the owner immediately.
 - (d) To pay towing charges if required and accept full responsibility for returning the bus to the owner, should the bus break down due to lack of maintenance or normal wear and tear these costs will be for the Hiree.
 - (e) To drive and maintain the bus with due care and diligence, and to return the bus re fuelled and in a clean and roadworthy condition, fair wear and tear accepted.
 - (f) Not to use the bus for any illegal purpose or in any race or speed test, in contravention of any law concerning the use of a motor vehicle.
 - (g) Not to drive the bus under the influence of any alcohol or drug with a blood level in excess of that permitted by the law.
 - (h) Not to allow any passenger to consume alcohol, smoke or eat on the bus.
 - (i) To pay all fines for traffic or other offences committed by the hirer.
 - (j) Not to allow the bus to be driven by any other person than those mentioned.

- (k) The hirer agrees to complete a daily inspection & fault report on a daily basis and report any defects, faults or incidents immediately to the owner.
- 4. The owner reserves the right to repossess the bus at any time if we become aware that the hirer is in breach of any term or condition of this agreement, or that the bus is damaged in any way.

5. OWNERS LIABILITY

The hirer indemnifies the owner against all claims and costs arising out of hiring any bus and or property of Swan Bus Charters.

- 6. The hirer will be responsible to the owner for payment of any tyre damage caused, windscreen or window glass damage, upholstery, scratches, dents or other damage caused to the bus, fair wear and tear accepted
 - 7. (a) The hirer will provide own personal accident insurance and that of passengers and hereby agrees to keep indemnified the owner for any liabilities with regard to any injuries caused.
 - (b) Comprehensive motor vehicle insurance is provided as part of the agreed daily / weekly hire price, subject to no misrepresentation by the hirer on the hire agreement.
 - (c) A standard damage excess applies to the hirer if any damage is caused to the bus during the agreed rental period.
 - (d) No persons under the age of 25 are permitted to drive the bus due to insurance conditions.
 - (e) A charge of \$500.00 will apply on top of any applicable damage waiver if any of the hirers have lost their license in the previous six months to hiring the bus.
 - 8. All expenses incurred by Swan Bus Charters in respect to the collection of monies owed and or recovery of buses shall be the responsibility of the hirer. This is not limited and will include such expenses as debt collection agency fees, solicitor's fees, any out-of-pocket expenses, dishonour fees and Swan Bus Charter employees time.
- These costs can and will be recovered by court action if required.