

The Getting There Network

Smartlink to Getting There Policies and Procedures

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1. Overview:

The Getting There Network (**The Network**) was established by Community Accessibility Inc. to promote greater efficiency and access to transport assets located in local communities through the establishment of a vehicle register and booking service.

In order to further its objectives, The Network has set up the Smartlink to Getting There, an asset register of vehicles that are available in local communities for use (**Smartlink**). Community groups and not-for-profit organisations will be able to search Smartlink to find a vehicle suitable for their purpose and then book that vehicle through The Network.

2. Eligibility:

Only community groups and not-for-profit organisations that are transport disadvantaged and financially unable to access private hire and charter services are eligible to access Smartlink. Commercial businesses and public services are not eligible to hire vehicles through Smartlink.

The target groups for The Network are organisations and groups that experience “transport disadvantage”. Organisations and groups who are transport disadvantaged are ‘without ready access to any form of public or private transport’ Those who are transport disadvantaged may experience difficulties in accessing services for health, education, employment, social and recreational opportunities.

3. Membership:

The Network offers two different classes of membership for Smartlink:

- borrowers, who can access vehicles through the register; and
- lenders, who are authorised to advertise their vehicle(s) on the register.

Any group or organisation wishing to access vehicles or advertise vehicles (or both) on Smartlink must register with The Network by completing a membership application on the Smartlink webpage.

An annual membership fee will be charged to borrowers only. If a lender also wishes to borrow vehicles from the register, they are required to update their membership and pay the annual membership fee.

Any borrower wishing to borrow a vehicle with a seating capacity of 10+, must be registered with Transport Safety Victoria to operate a vehicle of that capacity.

All members must agree to accept and comply with these policies and procedures, The Network's Membership Agreement and any hire agreement they enter into with a lender.

Access to Smartlink may be suspended or cancelled at the discretion of The Network. For example, The Network may suspend or terminate a member where:

- a hired vehicle is not used in accordance with any hire agreement

- the member has outstanding payments to another member or the Network
- the member does not comply with the membership agreement or these policies and procedures
- the member provides false or misleading information as to their eligibility to become a member
- damage or loss in relation to a hired vehicle is unreported
- a hired vehicle does not have the required insurance cover or meet the Network's other requirements
- use the vehicle for or with the intent of gaining financial benefit
- any use of the register that would be detrimental to The Network's interests.

The Network reserves the right to cancel or refuse any booking on behalf of Smartlink or a lender.

4. Area of Operation:

Smartlink is available to groups and organisations in the local government areas of Alpine, Indigo, Mitchell, Moira, Shepparton, Strathbogie, Towong, Wangaratta and Wodonga.

5. Use of the Register:

Membership to The Network does not guarantee access to advertised vehicles. Vehicle hire is subject to availability and the approval of the lender.

Neither The Network nor the lender are responsible for providing borrowers with a replacement vehicle should a vehicle hired through the Smartlink become unavailable for any reason.

Neither the lender nor The Network are liable for any costs which may arise as the result of a vehicle becoming unavailable for any reason.

6. Vehicles:

Restrictions on the purpose for which vehicles can be borrowed, the hire fee, availability and length of hire are determined by the lender.

The lender must ensure that advertised vehicles:

- are comprehensively insured
- are registered with a roadside assistance program
- have the appropriate government and safety certifications
- are properly maintained
- are provided to the borrower in a safe and roadworthy condition.

All vehicles must be viewed and photographed by a representative of the Network before being advertised on Smartlink.

All lenders verify that hire of their vehicle through Smartlink does not affect the vehicle's insurance cover. Each lender must provide The Network with a letter from their insurer confirming the validity of the insurance policy where the vehicle is hired through Smartlink.

Where required, the vehicle must comply with the requirements of the *Bus Safety Act 2009 (Vic)*, *Bus Safety Regulations 2010* and the *Road Safety Act 1986*.

7. Vehicle Use:

A signed Hire Agreement must be received by The Network to confirm the booking.

The borrower is solely responsible for the use of the vehicle during the hire period. The Network does not provide any representations or warranties as to the suitability for the purpose for which the vehicle is used.

The borrower must:

- comply with the terms of their membership, use of Smartlink and their hire agreement as well as applicable road rules, acts, regulations and relevant standards
- adhere strictly to booking times (failure to do so may result in additional charges or fees)
- inform The Network and emergency contact immediately of any accident, damage or use of materials within the vehicle (fire extinguisher, first aid kit etc)
- not arrange for the repair or other mechanical intervention with the vehicle (other than the service provided through the roadside assist program) without the consent of the lender
- where required, comply with the requirements of the *Bus Safety Act 2009*, *Bus Safety Regulations 2010* and the *Road Safety Act 1986*; and
- not drive a vehicle if there are any concerns about its safety, mechanical condition or compliance with relevant legislation.

Borrowers are solely responsible for the actions and behaviour of their drivers, passengers and anyone associated with the use of the vehicle.

8. Vehicle Liability:

The lender's liability in relation to loss, damage expense or other costs that arise or are incurred by the borrower in relation to a hired vehicle are limited under the terms of the hire agreement.

The borrower is liable for all damage or loss which arises from or in connection with its use or hire of a vehicle through the register. Personal effects carried in the vehicle are not insured by lender. Any loss or damage of personal effects is at the borrower's risk.

In the event of loss or damage to the vehicle, the lender will be responsible for arranging all repairs to the vehicle.

The lender and The Network accept no responsibility for the provision of a replacement vehicle, alternative transportation or any costs or loss incurred in relation to an accident, breakdown or any event which renders the vehicle unsuitable for use by the borrower.

The Network is not liable for any loss or damage of any kind (including costs and expenses) incurred by a borrower or lender arising from or in connection to a hire of a vehicle through the register.

9. Drivers:

The borrower must ensure that their driver(s) are aware of their responsibilities as outlined in the Hire Agreement and as required by the *Bus Safety Act 2009*, the *Bus Safety Regulations 2010*, the *Road Safety Act 1986* and any other relevant legislation or standard.

All borrowers are responsible for ensuring that:

- details of each driver are provided to The Network and listed on the Hire Agreement
- photocopies of each drivers licence, front and back, have been received by The Network before the borrower takes possession of the vehicle.

Borrowers must ensure that all drivers comply with the following requirements:

- hold the appropriate Australian full drivers licence
- are no younger than 25 years of age
- are not under the influence of alcohol, drugs or have a blood alcohol level above zero when operating the vehicle
- the driver(s) are suitably experienced and capable of driving the vehicle
- are aware of and comply with all these policies and procedures and the hire agreement
- are aware of the appropriate accident and breakdown procedures.

10. Volunteer Driver Pool:

Borrowers are able to book the services of a volunteer driver from the Volunteer Driver Pool for an additional fee payable to The Network. A volunteer driver may be booked by borrowers for any vehicle hire, however a volunteer driver must be booked in order to hire a car through Smartlink.

Volunteer Driver Fees:	Car: \$20, 5 seats or less
	Van: \$35, seating capacity of 6 – 21
	Bus: \$50, seating capacity 22+

The above fees cover a period of 5 hours. After 5 hours, an additional fee of \$10 per hour will be charged.

Borrowers are required to cover any costs that the volunteer driver incurs (including travel to and from the vehicle and refreshments) to provide the service. This amount is determined prior to the confirmation of the booking on the following basis:

Travel: 0.50cents p/km (for return trip from driver's home to the vehicle)
 Morning or afternoon tea: \$5
 Breakfast: \$10
 Lunch: \$10
 Dinner: \$15

Payment for volunteer drivers must be received by The Network a minimum of 5 working days prior to the collection of the vehicle. Volunteer driver bookings will not be confirmed until the reimbursement payment has been received.

11. Cancellations:

Lenders reserve the right to cancel bookings of their vehicles at their discretion, without penalty. This may occur, for example, where the lender requires use of the vehicle or the vehicle requires maintenance or repair.

Borrowers must provide advance notice of cancellation, in writing, at least 7 working days prior to the hire date. Cancellations with less than 7 working days' notice may incur a cancellation fee. All cancellations, regardless of notice will be charged the administration fee.

Borrowers are responsible for ensuring all documentation is returned within the required timelines, before the hire date. Failure to comply may result in the cancellation of the vehicle booking.

12. Fees & Invoicing

In order to use Smartlink, borrowers are required to pay the following membership fee, as updated from time to time by The Network.

Annual Membership Fee \$20

In addition to the membership fee, borrowers must pay an administration fee for each vehicle booked through Smartlink. Currently, the administration fees are as follows:

Administration fees: Car: \$20, 5 seats or less
 Van: \$35, seating capacity of 6 – 21
 Bus: \$50, seating capacity 22+
 Trailer: \$20

Borrowers will be sent an invoice for administration and hire fees within 7 working days after the vehicle has been returned to the lender. The lender will determine, in consultation with the coordinator, if the returned vehicle complies with the Hire Agreement and if additional fees and costs are to be charged.

13. Dispute resolution

Where a dispute arises between a borrower and a lender in relation to a vehicle, the parties will comply with the following procedure before commencing legal proceedings:

- The party claiming that a dispute or disagreement has arisen must inform the other party in writing setting out the nature of the dispute. Representatives from the borrower and the lender will first meet with a view to resolving the dispute, with the meeting to be held at a location agreed by the parties and within 5 working days after the dispute is notified.
- If the dispute has not been resolved within 5 working days after the meeting, either the borrower or the lender may refer the dispute to The Network. The Network will arrange a meeting between the parties at which The Network will seek to broker a resolution of the dispute between the parties.
- If the dispute is not resolved at the meeting with The Network, the parties will continue to negotiate a resolution for at least 5 working days after that meeting.