

COMMUNITY GROUP TRANSPORT PROVIDER SERVICE AGREEMENT

1.1 BACKGROUND

In January 2022, an annual service review of the Council operated community bus service was undertaken to better understand the changing needs of our community and usage of the community bus vehicle. Following the service review, Council endorsed a permanent change in the service structure resulting in Council endorsing a Community Group transport subsidy.

The subsidy program will allow eligible community groups to access a safe and reliable transport service through a third-party provider with Council providing a subsidy of up to \$500 towards the value of each booking for eligible community groups.

1.2 PROVISION OF SUITABLE TRANSPORT SERVICES

To provide suitable transport services the Transport Provider must:

- a) Acknowledge that the success of this Service Agreement will be based upon an attitude of cooperation and coordination between Council and the Transport Provider.
- b) Provide suitably maintained, registered and comprehensively insured vehicles that can safely and conveniently provide transport options for eligible community groups. Vehicles equipped with accessibility features are encouraged to provide varied and inclusive transport options.

1.3 CO-ORDINATION OF SERVICE

All communications between staff of Council and the Transport Provider will be constructive with a view to providing the best possible service to eligible community groups and generally be positive in nature in achieving mutually beneficial outcomes.

Transport Provider and Council shall work in partnership via a process of open communication and consultation when:

- a) Discussing services to be provided by Transport Provider
- b) Addressing issues impacting on existing or future services
- c) Providing feedback on compliments and addressing complaints

1.4 FINANCIAL COMMITMENT TO SUBSIDISED BUS HIRE

- a) Council agrees to provide subsidy of up to \$500 towards the value of each booking for eligible community groups to Transport Provider under this agreement.
- b) Trips under the value of \$500 will be fully subsidised by Council under this service agreement.

- c) Transport Provider will be responsible for directing and retrieving all other payments owed above the \$500 subsidy to the eligible community groups.

1.5 VEHICLES & BOOKINGS

- a) Transport Provider retains sole discretion as to the use of the vehicles in line with the terms of this service agreement.
- b) It is the Transport Providers responsibility to coordinate with the community group in the event of any cancellation. In the event of a cancellation, Council, at its discretion, is not liable for any payments and is not responsible to provide any alternative arrangements.
- c) It is the Transport Providers responsibility to ensure that only community groups deemed eligible by Council are booking the vehicle. Access to the confidential list of eligible community groups will be provided to the Transport Provider following completion of the EOI process.
- d) It is the Transport Providers responsibility to ensure that the vehicle is used only for intended purposes as referenced in Appendix A 'Community Group Transport Subsidy'.
- e) It is the eligible community groups responsibility to book any vehicle usage through the Transport Provider.
- f) It is the Transport Providers responsibility to ensure the minimum group size for a booking for eligible community groups is minimum 5 people. Bookings containing less than 5 people will not be eligible for the subsidy.

1.6 DATA REPORTING

- a) Transport Providers will provide statistical information to Council on a quarterly basis including usage, average size of community groups and average kilometres travelled.
- b) All reports to be emailed to: purchase@wollondilly.nsw.gov.au

1.7 RISK MANAGEMENT

- a) It is the Transport Providers responsibility to actively work to identify and address potential risk to ensure the safety of passengers and staff.
- b) Transport Providers will ensure that all staff and drivers involved in providing transport hold the valid licencing and regulatory requirements.
- c) Transport Providers must ensure that all drivers are not prohibited by any Commonwealth, State or Territory Law from being engaged in a capacity where they may have contact with eligible community groups of all ages.
- d) Transport Providers must ensure that they understand and adhere to their obligations under Chain of Responsibility and all the requirements of the National Heavy Vehicle Law when providing a vehicle either with or without a driver.

- e) Transport Provider drivers will ensure the safe loading and unloading of clients to their vehicles and the operation of hoists.

1.8 COMPLAINTS PROCEDURE

- a) For the purposes of identifying, submitting, addressing and resolving complaints both Transport Provider and Council shall access their own complaints policies and procedures.
- b) Staff member complaint or disciplinary procedure – each organisation shall refer to their own policies and procedures.
- c) User Group or passenger complaint to Transport Provider – upon receipt of notification shall access their own policies and procedures.
- d) In the event of a dispute between Transport Provider and Council that cannot be resolved through mutual discussion a formal mediation meeting will be required.

1.9 PRIVACY

- a) Council and Transport Provider will comply with the Federal Privacy Act (1988) and Personal Information Act (1998) when dealing with community group information. As such all information shared between organisations will be agreed to by the community group through written consent.

1.10 INSURANCE

- a) Transport Provider shall maintain appropriate insurance coverage suitable to their core business and their obligations under this Service Agreement.
- b) Transport Provider shall provide Council with a current certificate of currency.

1.11 TERMINATION

- a) This Service Agreement can be terminated at any time by either party, providing that 7 days written notice is given.

1.12 NATURE OF THIS SERVICE AGREEMENT

The parties acknowledge and agree:

- a) Council has no liability in relation to the Transport Provider or any drivers and will not be called on to make any financial commitment or provide any other service beyond those described in this agreement.
- b) Any fines, charges, fees, payments, premiums or other liabilities incurred by the driver carrying out this service will be the sole responsibility of the driver and no such liability shall be transferred to Council.

This Service Agreement is governed by the laws in force in the State of New South Wales. The Parties submit to the exclusive jurisdiction of its courts.



Wollondilly Shire Council

Frank McKay Building

62-64 Menangle Street, Picton NSW 2571

PO Box 21, Picton NSW 2571

wollondilly.nsw.gov.au

T 02 4677 1100

E council@wollondilly.nsw.gov.au

ABN 93 723 245 808