# Call for Expressions of Interest

**Bus Hire Agreement – Rotary Club of Henley Beach Inc**

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## 1. Introduction

The Rotary Club of Henley Beach Inc (**Rotary**) invites Expressions of Interest (EOI) from eligible charities and not-for-profit organisations to apply to enter into a **Vehicle Hire Licence Agreement** for the use of a bus owned by Rotary (**Bus**).

This EOI process is intended to identify a suitable organisation whose proposed use of the Bus will deliver meaningful community benefit, particularly for people with disabilities, and which aligns with Rotary's purposes and values.

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## 2. Bus Overview

- **Make / Model:** Toyota Hiace Bus SLWB
- **Year:** 2025
- **Seating Capacity:** 12 persons
- **Wheelchair Capacity:** 2 wheelchair positions
- **Accessibility Features:**
    - Electric wheelchair lifter
    - Wheelchair restraint systems
- **Fuel Type:** Diesel
- **Transmission:** Automatic

The Bus is equipped with safety and accessibility equipment appropriate for the transport of passengers, including wheelchair users.

Further details will be provided to shortlisted applicants.

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## 3. Proposed Licence Arrangement

The successful applicant will be required to enter into a **Vehicle Hire Licence Agreement** substantially in the form prepared by Rotary.

Key features of the proposed arrangement include the following.

### 3.1 Nature of Interest

- The arrangement is a **licence only** and does not confer any leasehold or proprietary interest; ownership of the Bus remains with Rotary at all times.

### 3.2 Licence Term

- An initial fixed term (anticipated to be 12 months), with any extension subject to Rotary's discretion and agreement in writing.

### 3.3 Hire Fee

- Peppercorn rent (or other nominal hire fee as determined by Rotary).
- Rotary reserves the right to vary the hire fee on notice in accordance with the licence agreement.

### 3.4 Operating Costs and Expenses

The licensee will be responsible for all costs associated with the operation and use of the Bus, including but not limited to:

- fuel;
- tolls, parking fees and traffic infringements;
- maintenance and repairs (scheduled and unscheduled);
- cleaning, detailing and sanitising;
- replacement parts, consumables and fluids;
- reimbursement of vehicle registration and compulsory third-party insurance costs;
- comprehensive motor vehicle insurance for full replacement value (in Rotary's name); and
- repair of any damage howsoever caused.

### 3.5 Insurance

The licensee must, at its own cost:

- hold and maintain public liability insurance with a minimum cover of **$30 million**; and
- comply with all insurance obligations under the licence agreement.

Evidence of insurance will be required prior to commencement.

### 3.6 Drivers and Compliance

All drivers must:

- hold a current South Australian driver's licence of the appropriate class;
- hold a current Working With Children Check (or have applied for one);
- be suitably trained and competent in the transport of people with disabilities, including the use of wheelchair restraints and lifting equipment (where applicable); and
- comply with all applicable transport, safety and road laws.

### 3.7 Rotary Use Rights

- Rotary reserves the right to require access to the Bus for its own purposes on **up to ten occasions per calendar year**, subject to notice and coordination.
- During Rotary's use, the licensee's right to use the Bus will be suspended.

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## 4. Eligibility Criteria

To be eligible to apply, an applicant must:

- Be a registered charity or not-for-profit organisation;
- Be registered with the Australian Charities and Not-for-profits Commission (ACNC);
- Provide services that benefit people with disabilities;

- Have appropriate governance, financial capacity, and operational capability to manage the Bus safely and responsibly;
- Hold, or be capable of holding prior to commencement, the insurances required under the proposed licence;
- Be able to comply with all applicable laws and regulatory requirements relating to vehicle operation and passenger transport in South Australia.

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## 5. Information Required from Applicants

Applicants should provide a written submission addressing the following matters:

### 5.1 Organisation Details

- Legal name, ABN, and ACNC registration details;
- Contact details for a responsible officer;
- Brief overview of the organisation's purpose and activities.

### 5.2 Proposed Use of the Bus

- Description of how the Bus will be used;
- Types of services to be provided;
- Frequency and geographic area of use;
- Estimated number and profile of beneficiaries.

### 5.3 Community Benefit

- How the proposed use will benefit people with disabilities;
- Any broader community benefit.

### 5.4 Operational Capacity

- Experience in providing transport or similar services (if any);
- Arrangements for drivers, training, and compliance;
- Storage arrangements;
- Risk management and safety procedures.

### 5.5 Insurance and Compliance

- Details of current public liability insurance arrangements;
- Confirmation of ability to obtain and maintain required insurance;

### 5.6 Financial Capacity

- Confirmation that the organisation can meet ongoing operating costs of the Bus;
- Most recent financial statements or equivalent information.

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## 6. Assessment Criteria

EOIs will be assessed by Rotary having regard to the following criteria:

- Alignment with Rotary's values and community objectives;
- Benefit to people with disabilities;

- Demonstrated capacity to operate and manage the Bus safely;
- Sustainability and practicality of the proposed use.

Rotary may seek further information or clarification from applicants as part of the assessment process.

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## 7. Process and Timeframes

- **EOI closing date**: 5pm Friday 2 October 2026
- **Shortlisting**: Rotary may shortlist one or more applicants
- **Further discussions**: Shortlisted applicants may be invited to meet with Rotary or provide further information
- **Outcome**: Rotary will notify applicants of the outcome

Rotary reserves the right to vary this process or timeline at its discretion.

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## 8. Conditions of the EOI Process

- This invitation does not create any binding legal relationship.
- Rotary is not obliged to accept any EOI or to enter into a licence with any applicant.
- Rotary may accept an EOI in whole or in part or negotiate with one or more applicants.
- Applicants are responsible for their own costs in preparing and submitting an EOI.
- Any licence arrangement is subject to execution of a formal Vehicle Hire Licence Agreement.

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## 9. Confidentiality

Information provided by applicants will be used solely for the purpose of assessing EOIs and will be handled in a confidential manner.

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## 10. Submission Details

EOIs must be submitted by no later than the closing date stated above in writing by email to:

henleybeachrotaryclub@gmail.com

Attention: Neil Merkel, Honorary Secretary, Henley Beach Rotary Club

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## 11. Enquiries

Any enquiries regarding this EOI process may be directed to:

Kim Potger, President, Henley Beach Rotary Club,
Ph 0458 468 960,
henleybeachrotaryclub@gmail.com