

## RENTAL VEHICLE AGREEMENT TERMS AND CONDITIONS

This is an Agreement between the prospective hirer identified on Page 1 (**Hirer or You**) and the Company identified on Page 1 (**Company**) to rent the vehicle described on Page 1, including all accessories, tools, tyres and equipment and any replacement vehicle (Vehicle).

### 1. VEHICLE CONDITION AND RETURN

The vehicle is delivered to you in clean and good operating condition and with the seal of the odometer unbroken (as agreed to by You upon your collection of the vehicle). You agree to return the vehicle in the same condition (except for ordinary wear and tear, as deemed by the Company, NOT INCLUDING WINDSCREEN DAMAGE) together with all tools, tyres, accessories and equipment to the location specified on Page 1 and on the date specified on Page 1 (or sooner, if demanded by the Company). The Company may take possession of the Vehicle without demand and at your expense, if it is illegally parked, used in violation of the law or of this Agreement, if paid rental period as specified on Page 1 has expired, or it is apparently abandoned.

If the odometer and/or computer of the Vehicle is broken or violated, the Hirer (persons responsible) will be reported to the appropriate authority and will be responsible for extra charges based 500 kilometres per day at \$0.55 per kilometre and any repair or replacement costs.

**Note:** The Company must be notified and agree to any extension of the rental period and damage cover in writing beyond the rental period stated on Page 1 of this Agreement in advance of the paid return date and time, or necessary action will be taken to recover the Vehicle, including that the Vehicle will be immediately reported as stolen.

### 2. UNAUTHORISED AND PROHIBITED USE

#### Persons who must not drive the vehicle:

- (a) A person who is not nominated as a driver with complete licence details recorded on Page 1.
- (b) A person who is not licenced for that class of vehicle.
- (c) A person whose blood alcohol concentration exceeds the lawful percentage or who is under the influence of a substance that would prohibit a person driving under any law applicable in the State in which the person is driving.
- (d) A person who has given, or for whom you have given a false name, age, address or driver's licence details.
- (e) A person whose driver's licence has been cancelled, endorsed or suspended in whole or part within the last three years.
- (f) A person who has held a driver's licence for less than two years.

#### Circumstances in which and/or for which the vehicle must not be used:

- (g) Outside the Area of Use limitations shown on Page 1.
- (h) On unsealed roads or off road conditions unless authorised by the Company in writing.
- (i) To propel or tow any vehicle, trailer, boat or other object unless the Company has authorised such use in writing.
- (j) To carry persons for hire or any animals in the Vehicle, or to carry any inflammable, explosive or corrosive materials in the Vehicle.
- (k) To carry any greater load and/or persons and/or for a purpose for which the vehicle was not designed and constructed.
- (l) To carry and goods and /or load, without all necessary approvals, permits, licences and requirements of the law, to be obtained prior to use at Your cost.
- (m) To carry any goods and/or load not in accordance with Vehicle's manufacturer's recommendations.
- (n) For racing, pacemaking, reliability trials, speed trials, hill climbing or being tested in preparation for those purposes.
- (o) In a dangerous manner and/or illegal purpose, or when it is damaged or unsafe.
- (p) In contravention of any legislation or regulation, in particular any legislation and regulations controlling vehicular traffic.
- (q) On beaches or through streams, dams, rivers, or flood waters, flood prone roads, forests, bushland, bush fire affected areas or any roadway where the Police or any other Government authority have issued a warning or caution.

### 3. FINANCIAL OBLIGATIONS

*Special Note:* Hirers and Join Hirers and drivers are jointly and severally responsible under this Agreement.

- 3.1 At the beginning of the Rental Period, You must pay the required deposit (bond)(**Deposit or Bond**), and all rental charges, including but not limited to, all taxes, service fees, cleaning and non-smoking fees, parking and traffic violation fees, and surcharges applicable to this Agreement (**Charges**).
- 3.2 During the Rental Period, You must make payments for any additional Charges incurred.
- 3.3 At the end of the Rental Period, You must pay all outstanding Charges stated on Page 1 and all Charges and obligations incurred applicable to this Agreement which You are liable to pay, less any Deposits already paid.
- 3.4 Any Deposit paid at beginning of rental period will not be refunded until: a) the Vehicle has been returned to the Company in accordance with this Agreement, this includes but not limited to, the return of the Vehicle in the same conditions as upon commencement of Your hire of the Vehicle (including return/replacement of all tools, accessories, equipment and repairs of any damage sustained during the rental period); and b) all outstanding accounts, fees and/or Charges required to be paid with this Agreement are paid in full.
- 3.5 Any Deposit refund that may be applicable to You, must be refunded to the same account and/or via the same medium as originally paid by, unless otherwise authorised by You in writing and approved by the Company.
- 3.6 You may be charged at an interest rate determined by the Company on all owing accounts fees and/or Charges until paid in full.

YOU ARE RESPONSIBLE FOR AND BY ENTERING INTO THIS AGREEMENT ON PAGE 1 YOU IRREVOCABLY AUTHORISE THE COMPANY TO DEBIT YOUR NOMINATED DEBIT/CREDIT CARD/S (and you will pay on demand any balance) WITH THE FOLLOWING CHARGES:

- (a) All rental charges specified on Page 1 of this Agreement.
- (b) All charges (including Company service charges) claimed from the Company in respect of parking or any other traffic violation incurred during the period of Your hire or until such later time after the Vehicle is returned to the Company.
- (c) All loss of or damage to the Vehicle (including loss of use) legal expenses, debt recovery costs, assessment and administration fees, towing and recovery, storage and company service charges where:
  - (i) Any condition of this Agreement, and in particular Condition 2, or any Special Condition on Page 1 has been breached;
  - (ii) The Vehicle sustains single vehicle damage or loss unless the Company waives such loss to an amount shown on Page 1 in writing;
  - (iii) You have left the vehicle unlocked or left the keys in the vehicle;
  - (iv) You have not kept the key to the Vehicle secure and under Your personal control;
  - (v) The underbody of the vehicle is damaged regardless of cause when no other Vehicle is involved;
  - (vi) The Vehicle is totally or partially immersed in water regardless of cause;
  - (vii) The interior of the Vehicle is damaged regardless of cause when no other vehicle is involved;
  - (viii) The tyres and wheels of the Vehicle are damaged;
  - (ix) The Vehicle is damaged by driving it under or into an object lower than the roof height of the Vehicle;

- (x) You have failed to maintain all fluid and fuel levels of the Vehicle or failed to immediately rectify or report to us any defect, warning light or instrument gauge above normal levels in respect of the Vehicle;
- (xi) The Vehicle is damaged by loading and unloading. In the event that your credit/debit card has insufficient credit to cover the Charges payable under this Agreement when due, You hereby irrevocably authorise the Company:

- (a) To debit your nominated credit/debit cards when sufficient credit becomes available; and/or
- (b) To report Your default to credit reporting agencies.

*Special Note:* If You have paid by use of credit/debit card or directed the Company to bill Charges, fees or accounts to some other person, corporation, firm or organization who or which fails to make payment when due, you will immediately pay the full amount due to the Company on demand. Any disputes are to be directed to the Company and not the card issuer.

#### **4. LOSS/DAMAGE WAIVER**

If you act within the terms and conditions of this Agreement the Company, at its discretion, will grant a loss/damage waiver (including legal costs incurred with the Company's consent) for the Hirer's benefit in respect of damage to the Vehicle or third party damage other than for any property owned by You (or any of Your friends, relatives, associates, related bodies corporate or passengers) or in Your physical or legal control. This waiver is subject to:

- (a) Your payment, to the Company, of the minimum damage of or loss of use charge stated on Page 1, within 48 hours.
- (b) Your not having acted or having caused any other person to have acted in any manner which is in contravention of this Agreement including the Special Conditions of Page 1.
- (c) Your not being covered by any policy of insurance.
- (d) Your providing such information and assistance as may be requested and, if necessary, authorizing the Company's insurer to bring, defend or settle legal proceedings, but the Company will have sole conduct of the proceedings.
- (e) Collision or damage report form supplied by the Company and a Police Report (as applicable) have been completed in full, and returned within 48 hours.

The Company does not in any way represent itself to the Hirer as carrying on the business of insurance.

#### **5. GENERAL PROVISIONS**

- (a) You will within 48 hours, report any damage or loss involving the vehicle in writing to the Company while rented under this Agreement to the Company location where the Vehicle was hired and will deliver to the Company immediately, every summons, complaint or paper in relation to such loss. Compliance with this sub-paragraph does not excuse the Hirer from reporting an accident to the Police or other proper authorities.
- (b) You release and hold harmless the Company (and its agents and employees) from all claims for loss or damage to personal property, or that of any other person left in the Vehicle, which is received, handled or stored by the Company at any time before, during or after Your rental period, whether due to the Company's negligence or otherwise.
- (c) Except as provided by law no driver or passenger in the Vehicle shall be or deemed to be the agent, servant or employee of the Company in any manner for any purpose whatsoever.
- (d) THE COMPANY GIVES NO EXPRESS OR IMPLIED WARRANTY AS TO ANY MATTER WHATSOEVER INCLUDING WITHOUT LIMITATION TO THE CONDITION OF THE VEHICLE AND EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
- (e) No right of the Company under this Agreement may be waived except in writing by an authorised and executive officer of the Company.
- (f) Words used in this agreement to denote any gender shall include all genders, singular words include the plural, and vice versa. References to the Hirer in this Agreement include Joint Hirers specified on Page 1.
- (g) Cancellation Fee applies for **EARLY RETURN OF VEHICLE**. This includes if the Vehicles damaged whilst in possession of Hirer (regardless of fault). If you return the Vehicle to the Company prior to any contracted duration of the rental period, as specified on Page 1, You shall pay to the Company, the total duration of the contracted rental period.
- (h) The Company will provide only one quotation for any damage to the Vehicle whilst in Your possession which you agree to accept and pay on demand.
- (i) You must not repair nor have repairs to the Vehicle carried out unless the Company authorises You to do so. The Company will only reimburse You for the cost of repairs (or any other fees applicable to the Vehicle) if You submit the original receipts for those repairs (or miscellaneous events) authorised by the Company.
- (j) Your possession includes vehicles left during or after our normal trading hours at our premises, airports, hotels, residences or other area up to the time the Company takes possession of the Vehicle. Until custody of the Vehicle is accepted and the Vehicle is inspected by the Company, You shall be held liable for any loss or damage. You agree to accept Company findings of any loss or damage to the Vehicle.
- (k) You are liable for damages until the vehicle is inspected by the Company.
- (l) No smoking in Vehicles, otherwise a substantial fee will be payable by the Hirer to the Company.
- (m) You will return the Vehicle in a clean condition, otherwise a cleaning fee will payable by the Hirer to the Company.
- (n) The Company shall not be held liable for installation of Child Safety Seats. You agree to ensure any child safety seats are installed to Your satisfaction before use.
- (o) Vehicle registration and colour subject to change.
- (p) (i) In case any clause or part of a provision of this Agreement is invalid, illegal, unlawful or otherwise being incapable of enforcement, that clause or part of a clause shall be read down only to the extent necessary to make it valid, legal, lawful or enforceable; and  
(ii) If it cannot be read down, it is deemed to be severed from this Agreement and of no force and effect, and all other clauses or parts of clauses of this Agreement shall nevertheless prevail and remain in full force and effect, be valid and fully enforceable and no clause or parts of clauses of this Agreement shall be construed as being dependent upon another clause or part of a clause unless so expressed herein.

#### **6. FUEL**

The vehicle must be returned with the amount of fuel equal to that at the time of the commencement of the rental period, as agreed upon by You during vehicle inspection. If the Vehicle is returned with less fuel the difference will be charged at a rate which may include a re-fuelling service component unless prior arrangements have been made and noted on Page 1. If you return the Vehicles with more fuel than that at the time of the commencement of rental period, you agree to forfeit the additional fuel to the Company.

**I HAVE READ AND UNDERSTOOD THESE TERMS AND CONDITIONS AND ANY OTHER CONDITIONS ON PAGE 1 AND SIGNED IT BEFORE MAKING ANY AGREEMENT TO HIRE ANY VEHICLE.**