

# RENTAL VEHICLE AGREEMENT TERMS & CONDITIONS

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

Any persons who signs this agreement (whether on his own behalf or on behalf)

## 1. VEHICLE CONDITION AND RETURN

- 1.1 The vehicle is delivered to you in a good operating condition and with the odometer seal in tact. If the seal of the odometer is broken the person responsible will be reported to the appropriate authority and you will be responsible for any associated costs. The charges will be based on 500 kilometers per day at 50c per kilometer.
- 1.2 The Hirer agrees to return the vehicle in the same condition (except for ordinary wear & tear NOT including windscreen or Tyre damage) together with all tools tyres accessories & equipment to location specified on Page 1 and on the date specified (or sooner if demanded by the Owner). The Company may take possession of the vehicle without prior demand at your expense if it is illegally parked, used in violation of the law or of the agreement or if it is apparently abandoned.
- 1.3 The Company must be notified and agree to any extension of the period of the hire beyond that stated on Page 1 of this agreement in advance of the return date and time as indicated on Page 1 or the vehicle will immediately be reported stolen.
- 1.4 The Hirer agrees to return the vehicle to the location stated on Page 1 unless the Owner has agreed otherwise. Failure to do so will incur total cost of recovery.

## 2. UNAUTHORISED AND PROHIBITED USE

Person who must not drive the vehicle

- 2.1 A person who is not identified on Page for has not been Identified in writing to the Company or approved by the Company in writing.
- 2.2 A person who is not licensed for that class of vehicle.
- 2.3 A person who is under the influence of drugs or alcohol or any illicit drugs.
- 2.4 A person who has given or for whom you have given a false name, age, address or driver's license details
- 2.5 A person whose drivers license has been cancelled, endorsed or suspended within the last three years.
- 2.6 A person who has held a drivers license for less than two years,

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

- 2.7 Outside the area of use limitation shown on Page 1
- 2.8 On unsealed roads or off road conditions.
- 2.9 To carry persons for hire or to carry any flammable, explosive or corrosive material.
- 2.10 To propel or tow any vehicle, trailer, boat or other object unless the Company has authorized such in writing.
- 2.11 To carry any greater load and/or more persons than is lawful or use in a manner or for a purpose other than for which it was designed.
- 2.12 To carry any animal or pet in the vehicle unless authorized in writing or on the face of this agreement.
- 2.13 For racing, pacemaking, reliability trial, speed trials, hill climbing or being tested in preparation for those purposes.
- 2.14 In contravention of any legislation or regulation controlling vehicular traffic or for any legally purpose or a dangerous manner
- 2.15 NO driving between Sunset & Sunrise

## 3. FINANCIAL OBLIGATION

Special Note: Joint hirers and all drivers are jointly and severally responsible under this agreement.

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

- 3.1 All rental charges specified on Page 1
- 3.2 AU charges claimed from the Company in respect to parking or any other traffic violation incurred during the period of hire or until such later time as the vehicle is returned to the Company including administration charges of \$75 per violation.
- 3.3 All loss of damage to the motor vehicle (including loss of use), Third Party Damages, legal expenses, assessment fees, towing and recovery, storage and company service charge
- 3.4 Where any condition of this agreement and in particular Condition 2, or any special conditions on Page 1 has been breached.
- 3.5 Where the vehicle is involved in a single vehicle incident (or not under the control of an authorized hirer at the time of loss) unless the Company waives such to a single vehicle liability amount shown on Page 1. A single vehicle incident is defined as any incident where the vehicle suffers loss or damage as a result of an impact with any or all objects whether animate or inanimate except another vehicle which can be fully identified and all details provided.
- 3.6 The Hirer has left the key in the vehicle or the vehicle unlocked or have not kept the key secure.
- 3.7 The underbody of the vehicle is damaged regardless of cause,
- 3.8 The overhead of the vehicle is damaged regardless of cause.
- 3.9 The vehicle is totally or partially immersed in water or driven on a beach regardless of cause.
- 3.10 The interior of the vehicle is damaged regardless of the cause
- 3.11 The tyres of the vehicle are damaged other than by normal wear, The vehicle is damaged by driving under or into an object lower than the height of the vehicle.
- 3.12 The Hirer fails to secure properly any load or equipment which leads to loss caused by any part of said load or equipment.
- 3.13 The replacement cost of the windscreen or other glass in the event of damage or breakage.
- 3.14 The Renter also accepts that the decision of the damage will be made by the Owner representative in the area.
- 3.15 Cover waiver fee does not include single vehicle accidents.
- 3.16 In the event of damage to the vehicle a "Loss of Rental" charge applies. This is calculated at the normal daily rate until the vehicle is back in full service. Mechanics repairs and parts will incur a 20% oncost.
- 3.17 NO replacement vehicle will be provided in the event of any accident or damage without further charge to the Hire.

In any of which events the Renter is liable whether guilty or negligence or not to the Owner for the full amount of damages to the vehicle.

Special note: If you have paid by use of credit card or directed the Company to bill charges to some other persons, corporation or organisation who or which fails to make payment when due, you will immediately pay the full amount due to the Company on demand.

## 4. MAINTENANCE & RESPONSIBILITY

Joint Hirers and all drivers are jointly and severally responsibility under the Rental Agreement. The Hirer will be held fully responsibility for engine damage if the radiator cap is not properly replaced and sealed after checking fluid levels and/or the warning buzzer for overheating is ignored. It is the Hirers responsibility to check and maintain all fluid levels and to IMMEDIATELY rectify and/or report to Head Office if heavy usage of oil or water is occurring or any defect of which the Hirer becomes aware. It is the Hirers duty to check the fluid levels every morning to ensure fluid levels are correct Failure to do so will result in loss of bond.

## 5. REPORTING AN ACCIDENT

- 5.1 The Renter will report to the Owner forthwith and in any case no later than 12 hours after the event any accident or incident which might give rise to any claim by any person against the Owner or Renter for injuries or damage to persons or property, Failure to do so will void all insurances.
- 5.2 The Renter has without consent by the Owner made or given any offer, promise of payment, settlement, Indemnity or admission of liability in respect of any accident, damage to the vehicle or to the property of any third person
- 5.3 The Renter will pay all cost for any damage caused to the vehicle which occurs outside the area of use as per Page 1
- 5.4 The Hirer releases and hold harmless the Company (and its agents & employees) from all claims for loss or damage to your personal property or any other person property left in the vehicle, or which is received, handled or stored by the Company at any time before, during or after the rental period, whether due to Company's negligence or otherwise.
- 5.5 IN THE EVENT OF AN ACCIDENT AN ADMINISTRATION FEE OF \$100 WILL APPLY

## 6. REFUNDS

- 6.1 There is no refunds for early returns or late pick ups.
- 6.2 There are no refunds for malfunction of Radio/Cassette/CD player, Air-conditioning Units, as these are not considered mechanical breakdowns and any downtime will not be paid for on these items.
- 6.3 The Owner will not be responsible for replacing or compensating the Hirer for any damage to Hirers property caused by water due to leaks
- 6.4 The Owner will not be responsible for customers missing pre-organised tours due to vehicle repairs or breakdowns, The Owner will not reimburse any deposits or other associated costs incurred by the Hirer as a result.

## 7. PAYMENT OF CHARGES

The renter agrees to pay the Owner on demand:-

- 7.1 The rental, time, mileage, drop off, service, sundry and any other charges and all monies payable by the Renter hereunder
- 7.2 A sum equal to the amount of all loss of or damage to the vehicle during the rental period
- 7.3 All fines and penalties in respect to any traffic infringements.
- 7.4 Any damage found after the return of vehicle can be deducted from the bond
- 7.5 Petrol not full on return will be deducted from bond. A refueling charge of \$70 plus fuel costs will apply.

**The Renter acknowledges that it is upon reliance of the truth of the above representation and those on the face thereof that the Owner agrees to enter into this agreement,**

**I HAVE READ AND UNDERSTOOD AND ACCEPTED THIS PAGE AND ANY OTHER CONDITONS AND SIGNED BEFORE MAKING ANY AGREEMENT TO HIRE ANY VEHICLE.**