

## RENTAL VEHICLE AGREEMENT TERMS AND 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, trailer described on Page 1 including all accessories, tools and equipment and any replacement vehicle (the Vehicle).

### 1. VEHICLE CONDITION & RETURN

The vehicle is delivered to you in good operating condition and with the seal of the odometer unbroken. You agree to return the vehicle in the same condition (except of ordinary wear and tear NOT INCLUDING WINDSCREEN OR TYRE DAMAGE) together with all tools, tyres, accessories and equipment to the location specified on Page 1 and on the date and time there specified (or sooner, if demanded by the Company). The Company may take possession of the vehicle without prior demand and at your expense if it is illegally parked, used in violation of the law of this agreement or if it is apparently abandoned. If the seal of the odometer is broken the persons responsible will be reported to the appropriate authority and you are responsible for extra charges based on 500 kilometres per day at \$.50 per kilometre. Note: The Company must be notified and agree to any extension of the period of hire beyond that stated on Page 1 of this agreement in advance of the return date and time or the vehicle will be immediately reported as stolen. You will be responsible for the vehicle and the hire will continue until we make our final inspection (including where the inspection can not take place for some time, e.g. you return a vehicle to a location which is unattended) Final charges will be determined after a final inspection by our representatives which will be made as soon as practicable after return to, or recovery by Us of the vehicle.

### 2. UNAUTHORISED AND PROHIBITED USE

#### Persons who must not drive the vehicle

- a) A person who is not identified on Page 1 or has not been identified in writing to the Company or approved by the Company in writing.
- b) A person who does not hold a current unrestricted motor vehicle licence for the particular class of vehicle hired. (Learners Permits and Provisional Licences are unacceptable) A person who has held a driver's licence for less than 2 years.
- c) A person whose breath or blood alcohol concentration exceeds the lawful percentage or who is intoxicated or who is under the influence of any drug, toxic or illegal substance.
- d) A person who has given or for whom you have given a false name, age, address or driver's license details.
- e) A person, whose driver's license has been cancelled, endorsed or suspended within the last three years.
- f) A person who is under the age of (23) 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 or on the face of this agreement.
- i) To carry persons for hire or to carry any inflammable, explosive or corrosive materials unless authorised in writing by the Company.
- j) To propel or tow any vehicle, trailer, boat or other object unless the Company has authorised such use in writing.
- k) 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 and constructed.
- l) To carry any animal or pet in the vehicle unless authorised in writing or on the face of this agreement.
- m) For racing, pacemaking, reliability trials, speed trials, hill climbing or being tested in preparation for those purposes.
- n) In a dangerous manner.
- o) In contravention of any legislation for regulation controlling vehicular traffic or for any illegal purpose.

### 3. FINANCIAL OBLIGATIONS

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 you will pay on demand any balance) WITH THE FOLLOWING CHARGES:

- a) All rental charges specified on Page 1.
- b) All charges claimed from the Company in respect of parking or any other traffic violations incurred during the period of hire or until such later time as the vehicle is returned to the Company including an administration fee of \$50.00 per incident.
- c) All applicable goods and services tax (GST), Premium Location Charges (PLS) stamp duty and any other government taxes or duties that may apply.
- d) All loss or damage to the motor vehicle (including loss of use), Third Party Damages, legal expenses, assessment fees, towing and recovery, storage and Company service charges where:
  - (i) any condition of this agreement, and in particular Condition 2, of any special condition of the Page 1 has been breached;
  - (ii) the vehicle is involved in a single vehicle accident unless the Company waives such loss to a single vehicle liability amount shown on Page 1;
  - (iii) you have left the vehicle unlocked or left the keys in the vehicle, you have not kept the key secure and under your personal control;
  - (iv) the underbody of the vehicle is damaged regardless of cause with no other vehicle is involved;
  - (v) the vehicle is totally or partially immersed in water regardless of cause;
  - (vi) the interior of the vehicle is damaged regardless of cause with no other vehicle is involved;
  - (vii) the tyres of the vehicle are damaged other than by normal wear;
  - (viii) the vehicle fuel system is damaged by incorrect fuel type, sub-standard, poor quality or contaminated fuel;
  - (ix) the vehicle or third party property is damaged by You driving the Vehicle, after the Vehicle has sustained radiator fluid loss, transmission, differential or engine oil loss or loss of tyre pressure;
  - (x) the vehicle is damaged by driving it under or into an object lower than the height of the vehicle;
  - (xi) you have failed to maintain tyre pressures, all vehicle fluid and fuel levels or failed to immediately rectify or report to us any defect of which you become aware;
  - (xii) the vehicle is damaged by loading or unloading, other than normal wear;
  - (xiii) your failure to secure properly any load or equipment which leads to loss or damage caused by any part of said load or equipment.

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

### 4. DAMAGE COVER

If you act within the terms and conditions of this agreement the company will grant damage cover for your benefit in respect of damages to vehicle or third-party damage other than any property owned by you (or any friend, relative, associate or passenger) or in your physical or legal control. This cover is subject to:

- a) Your payment (per incident) of the damage/loss liability charge stated on Page 1.
- 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 on Page 1.
- c) Your not being covered under any policy of insurance.
- d) Your providing such information and assistance as may be requested and if necessary, authorising the company insurer to bring, defend or settle legal proceedings, but the company shall have sole conduct of the proceedings.

### 5. GENERAL PROVISIONS

- a) You will promptly report to us within 24 hours, any incident involving loss or damage to the vehicle or loss involving the vehicle 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 all incidents to police or other proper authorities.
- b) You release and hold harmless the Company (and its agents and employees) from all claims for loss of income, out of pocket expenses, for loss or damages to your personal property, or that of any other person's property left in the vehicle, or which is received, handled or stored by the Company at any time before, during or after this rental period, whether due to the Company's negligence or otherwise. It is suggested that you have private Travel Insurance cover.
- c) Except as provided by law, no driver or passengers in the vehicle shall be or deemed to be the agent, servant or employee in any manner for any purpose whatsoever.
- d) THE COMPANY GIVES NO EXPRESS OR IMPLIED WARRANTY AS TO ANY MATTER WHATSOEVER INCLUDING WITHOUT LIMITATION THE CONDITION OF THE VEHICLE & 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 officer of the Company.
- f) Words used in this agreement to denote any gender shall include all genders, singular words include the plural, and noted on Page 1.
- g) All loss and damage per incident and each incident leading to loss or damage is subject to the damage liability charge per incident.
- h) \$.100 deposit is forfeited 72 hours prior to commencement of hire, 100% of hire cost is forfeited from 72 hours to commencement of hire if hire is cancelled.
- i) No refunds after hire has commenced.

### 6. FUEL

The vehicle must be returned with the amount of fuel equal to that at the time of rental. If the vehicle is returned with less fuel the difference will be charged at a rate which will include a service component unless prior arrangements have been made and noted on Page 1. The Company is indemnified against dispute for fuel level on return.

I HAVE READ & UNDERSTOOD THIS PAGE & ANY OTHER CONDITIONS ON PAGE 1 & SIGNED BEFORE MAKING ANY AGREEMENT TO HIRE ANY VEHICLE.