

## Rental Agreement Terms and Conditions

This is an Agreement between The Hirer ("You") and The Company, identified on Page 1 to rent the motor vehicle ("The Vehicle") described on Page 1 including all its accessories, tools, tyres and equipment as well as any replacement vehicle.

### 1. Vehicle Condition and Return

You acknowledge The Vehicle is delivered to You in good operating condition with the seal of the odometer unbroken. You agree to return The Vehicle in the same condition (except for ordinary wear and tear NOT INCLUDING WINDSCREEN OR TYRE DAMAGE) together with its tools, tyres, accessories and equipment on the date and place specified on Page 1 (or sooner, if demanded by The Company). The Company may take possession of The Vehicle without prior demand to You and at your expense if there has been a breach of any terms or conditions of this Agreement or if The Vehicle is illegally parked, used in violation of the law or is apparently abandoned. If the seal of the odometer is broken, or otherwise tampered with, You will be responsible for not only an extra charge based on 500 kilometres per day at 50c per kilometre, but also for any cost of repairing the odometer. NOTE: If there is to be any extension of the period of hire beyond that stated on Page 1, The Company must be notified and it must agree to such extension in writing, otherwise The Vehicle will be immediately reported to the police as stolen.

### 2. Persons who must not drive the Vehicle

- A person who is not identified on Page 1 or Page 3 as either The Hirer or Authorised Driver or has not signed documentation acknowledging their acceptance of these Terms and Conditions;
- A person who is not licensed to drive the hired class of vehicle;
- A person whose blood alcohol concentration exceeds the lawful percentage whilst driving The Vehicle;
- A person who is driving The Vehicle whilst under the influence of a drug;
- A person who has given or for whom You have given a false name, age, address, or driver's licence details;
- A person whose driver's licence has been cancelled endorsed or suspended within the last three years;
- A person who has held a driver's licence for any class of vehicle for less than two years;
- A person who uses or intends to use The Vehicle for an illegal purpose.

### 3. Circumstances where The Vehicle must not be Used

- Any area outside the Area of Use shown on Page 1;
- Any unsealed roads or off-road conditions unless authorised by The Company in the Area of Use on Page 1;
- The carriage of any persons for hire or the carriage of any inflammable, explosive or corrosive materials;
- Pushing or towing any vehicle, trailer, boat or other object unless The Company has authorised such use in writing;
- The carriage of any greater load and/or persons and/or for a purpose for which The Vehicle was designed and constructed;
- The carriage of any animal unless authorised in writing or noted on Page 1 in SPECIAL CONDITIONS;
- For racing, pacemaking, reliability trials, speed trials, hill climbing or being tested in preparation for those activities;
- In a dangerous manner;
- In contravention of any legislation or regulation controlling vehicular traffic.

### 4. Obligations of The Hirer and Authorised Drivers

NOTE: The Hirer and Authorised Drivers are jointly and severally liable for compliance with the terms and conditions of this agreement.

By entering into this Rental Agreement You are responsible for and irrevocably authorise The Company to debit the credit card provided on Page 1 or any other credit card provided (and You will pay The Company on demand any balance) with the following charges:

- The Initial Rental Charges and Total Extra Rental Charges specified on Page 1;
- All charges claimed by The Company in respect of parking, tolls and/or any other traffic violations incurred during the period of hire or until such later time as The Vehicle is returned to The Company;
- All loss or damage to The Vehicle (including the loss or use of that Vehicle, legal expenses, assessment fees, towing & recovery, consequential third party damage, storage and company service charges) where:
  - Any term or condition of this Agreement has been breached;
  - The Vehicle is involved in a collision unless The Company applies the COLLISION DAMAGE EXCESS / LOSS LIABILITY EXCESS amount shown on Page 1. A *Single Vehicle Collision* is defined as any collision where The Vehicle suffers loss or damage as a result of an impact with any object whether animate or inanimate, excepting hail and weather damage. A *Multi Vehicle Collision* is defined as a collision where The Vehicle suffers loss or damage as a result of an impact with another vehicle(s), excepting a parked vehicle, which can be fully identified and details of which have been provided by You or on your behalf to The Company.
  - The exterior of The Vehicle is damaged regardless of cause except where there has been a collision with another vehicle.
  - The interior of The Vehicle is damaged regardless of the cause except where there is a collision with another vehicle;
  - The underbody of The Vehicle is damaged regardless of cause except where there is a collision with another vehicle;
  - You have left The Vehicle unlocked or left the keys in The Vehicle;
  - You have failed to keep the key secure and under your personal control;
  - The Vehicle is totally or partially immersed in water regardless of the cause;
  - The tyres of The Vehicle are damaged other than by normal wear and tear;
  - The Vehicle or any third party property is damaged by driving The Vehicle under or into an object lower than the height of The Vehicle;
  - You have failed to maintain all fluid and fuel levels of The Vehicle or failed to immediately rectify or report to The Company any defect in The Vehicle of which you have become or ought to have become aware;
  - The Vehicle is damaged by loading or unloading;
  - You have failed to secure properly any load or equipment which leads to loss or damage caused by any part of the load or equipment;
  - You use The Vehicle as an articulated vehicle unless agreed to by The Company in SPECIAL CONDITIONS on Page 1;
  - The Vehicle sustains hail or weather damage.

If you have paid for the hire of The Vehicle by use of a credit card or directed The Company to bill charges to some other person, corporation, firm or organisation who or which fails to make payment when called upon by The Company, You hereby irrevocably accept that You are liable and will immediately pay the full amount to The Company on demand. The Company, in addition, may charge You interest at the rate of 18% per annum calculated on a daily basis on all outstanding accounts or charges payable in accordance with this Agreement, such interest to be computed from the

end of the rental period until such time as the account is settled.

### 5. Damage Cover

Provided You and/or the Authorised Drivers act within the terms and conditions of this, Agreement, The Company will grant damage cover (which includes your legal costs incurred with our written consent) to You and/or the Authorised Drivers in respect of damage to The Vehicle and/or damage to any third party property other than damage to any property owned by You (including any friend, relative, associate or passenger) in your physical or legal control. This cover is also subject to:

- You paying the COLLISION DAMAGE EXCESS / LOSS LIABILITY EXCESS on Page 1;
- You and/or the Authorised Drivers not having breached any terms and conditions of this Agreement;
- You and/or the Authorised Drivers not being covered under any policy of insurance; and
- You providing such information and assistance as may be requested by The Company or anyone acting on behalf of The Company.

If cover is provided, then The Company, or its insurer, may bring, defend or settle, any legal proceedings in its/their sole discretion and The Company shall have the sole conduct of any proceedings. Any such proceedings shall be brought or defended in your name or the name of the Authorised Drivers.

### 6. General Provisions

- If there is any incident involving loss or damage to The Vehicle or involving The Vehicle while rented under this Agreement, You and/or the Authorised Drivers shall promptly report such incident to The Company at the location where The Vehicle was hired as well as delivering to The Company immediately upon receipt by You and/or the Authorised Drivers, every summons, complaint or paper in relation to such incident involving such loss or damage. You and/or the Authorised Drivers must also report all incidents to the police or other appropriate authority;
- You and/or the Authorised Drivers irrevocably release and hold harmless to The Company (and its agents and employees) from all claims for loss or damage to your personal property, or that of any other persons 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 The Company's negligence or otherwise;
- You and/or the Authorised Drivers acknowledge that The Company relies on the truth of your/the Authorised Drivers representations in this Agreement;
- You and/or the Authorised Drivers will not refuse or fail to take any blood analysis or breath test requested by the police;
- Except as provided by law, no driver or passengers in The Vehicle shall be or deemed to be the agent, servant or employee of The Company in any manner for any purpose whatsoever;
- The Company gives no express warranty in relation to the motor vehicle. Certain conditions and warranties are applied by statute, whether Commonwealth or State, which cannot be excluded, restricted or modified, such as those under the Trade Practices Act 1974. Where The Company is permitted to limit its liability under those statutes for breach of an implied condition or warranty The Company limits its liability to replacement, repair or resupply of The Vehicle. All other warranties, conditions and other obligations which may be otherwise implied are expressly excluded in their entirety. The Company is not liable to You and/or the Authorised Drivers for any indirect, incidental or consequential damages relating to this Agreement;
- No right of The Company under this Agreement can be waived except by writing of an authorised officer of The Company;
- Words used in this Agreement to denote any gender shall include all genders, singular words including the plural, and noted on Page 1;
- Notwithstanding any other provision in this Agreement, a goods and services tax (GST) or any similar tax, stamp duty or any other tax, duty, surcharge, levy or fee ("charges") imposed by Local, State or Federal Government that is charged and collected by The Company is imposed anywhere in Australia and has application to any supply or use made under or in conjunction with this Agreement or in relation to the use or the likely use of any roads, facilities or other infrastructure by You and/or the Authorised Drivers or in relation to the provision of rental or other services to You or the Authorised Drivers. The Company may in addition to the rate, price or any other amount or consideration quoted or expressed as payable elsewhere in this Agreement, recover from You and/or the Authorised Drivers an additional amount on account of the charge. Any additional amount on account of the charge shall be calculated without any deduction or set-off of any other amount and is payable to The Company upon demand.
- You and/or the Authorised Drivers acknowledge that your interest in The Vehicle is as a bailee of The Company only and that You agree not to part with possession, dispose of, encumber or assign any right or interest in The Vehicle and not create any lien on The Vehicle for repairs;
- You and/or the Authorised Driver agree to indemnify The Company from and against any or all claims, demands, actions, liabilities, losses, costs and expenses (including, but not limited to legal costs or an indemnity basis) incurred by The Company as a consequence of the failure for whatever reason of the due and punctual performance of your obligations under this Agreement;
- You acknowledge that The Company has not in any way represented itself to You as an entity carrying on the business of insurance;
- You and/or the Authorised Drivers must not at any time admit liability for any claim, loss or demand and agree that if such admission is made by You and/or the Authorised Drivers then that is a breach of this Agreement;

### 7. Fuel

The Vehicle must be returned with the amount of fuel equal to that at the time of the rental. If The Vehicle is returned deficient of fuel The Hirer authorises The Company to charge the cost of fuel replenishment, plus a service charge of \$20.00 plus a GST component.

### 8. Time Charges

Rental days consist of consecutive 24 hour periods starting at the time of the commencement of rental. If The Vehicle is returned after the allocated rental period without the Agreement of The Company an additional minimum hourly rate of \$20.00 plus a GST component per hour will be applied.

### 9. Other Chargeable Fees

The Company may charge a fee of \$40.00 plus a GST component per hour, or part thereof, for a) handling legal obligations relating to any infringement notices, parking fines or other enquiries of legally authorised Government Authorities, b) organising repairs to The Vehicle not covered by insurance or c) if attendance is required to unlock The Vehicle due to keys being locked inside or lost. If keys are lost a replacement charge, at the current market value (up to \$400), will also apply.

### 10. Damage

The vehicle is deemed to be the responsibility of The Hirer until duly inspected and accepted by an officer of The Company.