

CAR RENTAL AGREEMENT - TERMS AND CONDITIONS

1. DEFINED TERMS

1.1 In these terms and conditions

"Administration Fee" means the fee detailed on the cover page to cover the companies administration and processing cost

"Agreement" means this agreement between you and the company and includes the cover page, these terms and conditions, the vehicle report and any annexure that is attached

"Corporate Account" means the company, association or group who has credit facility or payment account or any other arrangement with the company

"Collision Damage Waiver" Means the choice available to you to reduce your liability in the event that you are involved in an accident or collision causing damage to the vehicle

"Company" means the company hiring the vehicle to you as identified on the cover page

"Cover Page" means the first page of this agreement

"Credit Card Fee" means the additions payment required where the payment of any charge is made by credit card as indicated on the cover page

"Drivers License" means unexpired driver licence for the particular class of vehicle issued in Australia

"Fuel Level" is the amount of fuel contained in the vehicle

"Fuel Service Fee" means the fee per litre charged when you return the vehicle with less fuel than when you hired it as indicated on the cover page

"Hirer Liability Amount" means the amount indicated on the cover page

"International Drivers Licence" means an unexpired, unrestricted drivers licence by a government authority of any country allowing the holder to drive in Australia, provided the authority to drive in Australia is written in english

"Off Road" means unsealed roads and includes beaches, 4wd tracks, dirt tracks, grass plains and sand tracks but does not include unsealed roads that are in a caravan park, Bed and Breakfast establishment or any other property which the primary use of paid accommodation

"Rental Period" means the period commencing at the date and time shown on the cover page and ending on the date and time you return the vehicle to the company

"Repairs" means any mechanical or panel beating repairs, includes any towing, recovering and storing of the vehicle

"Sealed Road" means any surface sealed with any hard material such as tar, bitumen or concrete

"4WD (Four Wheel Drive)" means any vehicle whose class is indicated as 4wd on the cover sheet

"Vehicle" means the vehicle described on the cover page or any substitute vehicle

"Vehicle Report" means the report accepted by you at the commencement of this agreement detailing the condition of the vehicle and is attached to and form part of this agreement

"Vehicle Transport Fee" means the amount shown on the cover page being the reasonable fee charged by the company in consideration of its (a) Costs to relocate the vehicle to its place of hire; or (b) loss of use, in the event that the agreement for an alternate drop off point has not been previously arranged with the company in writing

"You" or **"Your"** refers to the person(s) identified as the "Hirer" and any authorized driver identified on the cover page

2. CONDITION OF THE VEHICLE

You acknowledge receiving the vehicle from the company in a good and clean condition except as specified in the vehicle report with all items specified in the vehicle report or in this agreement

3. DRIVERS

3.1 The following persons must not drive the vehicle (without prior written consent of the company)

(a) a person who is not (1) listed on the cover page (2) your employee or employer if the use of the vehicle relates to your business activities and the vehicle has been hired under a corporate account

(b) a person who does not hold a current drivers licence or international driver licence

(c) a person who holds a learner permit

(d) a person who's blood alcohol concentration exceeds the maximum level of concentration or who is under the influence of any drug or any illegal substance, or

(e) a person who has given the company false details of any kind

3.2 The company reserves the right to refuse the hire of the vehicle where the age of the driver is outside the scope of the company's insurance policy

4. USE OF VEHICLE

4.1 Your use of the vehicle is restricted by the limitations of the cover page including the authorized area of use

4.2 You must not use the vehicle on off roads unless you have hired a 4WD in which case you can apply for the company's authority to drive the vehicle on any 4WD track

4.3 You must not use or permit the vehicle to be used for any of the following

(a) Any illegal purpose

(b) To race or performance test of any kind

(c) Without the companies prior written consent, to tow, push, or propel anything (d) sublet or let the vehicle on hire to any other person

(e) to carry more passengers than may be properly accommodated by the seat belt restraints provided in the vehicle

(f) to carry a greater load than that for which it was built

(g) to carry passengers for payment or reward (h) use the vehicle when it is damaged or unsafe

(i) the vehicle to transport goods without all necessary approvals, permits, licences, and government requirements (to be obtained at your cost) and in accordance with the vehicle manufacturer recommendations

(j) without the companies prior written consent, to carry any inflammable, explosives, or corrosive substances

(k) without the companies prior written consent, to transport any animal inside the vehicle

(l) operate or permit the vehicle to be operated in breach of any legislation, regulation, rules or bylaws relating to road traffic and use, or

(m) to be jump started or jump start another vehicle

4.4 You will be responsible for any damage whatsoever caused to the vehicle which arises from use of the vehicle is restricted or prohibited by this cause 4

5. SECURITY, SAFETY AND CARE OF THE VEHICLE

5.1 You must (a) maintain all the vehicles engine and brake oils and engine coolant levels to the manufacturer specifications and insure that the tyres are maintained at the manufactures recommended pressure as provided in the vehicle manual

(b) keep the vehicle locked and the keys under your personal control

(c) be able to produce the keys if the vehicle has been stolen

(d) comply with any applicable seat belt and child restraint laws, and

(e) generally do all things necessary to keep and maintain the vehicle in its current state and condition

6. RETURN OF VEHICLE

6.1 You must return the vehicle to the company

(a) to the place, or the return date and any the return time show on the cover page unless extended by agreement

(b) in the same condition as detailed in the vehicle report

6.2 if you return the vehicle before the return date, you may be entitled to some rebate of fees and charges

6.3 If you fail to return the vehicle by the return date and fail to notify the company to extend the rental period the vehicle may be reported as stolen

6.4 If your return the vehicle to any place other than a company location, or if the vehicle is returned outside the hours of operation, you will be deemed to have returned the vehicle to the company only when the company take possession of the keys to the vehicle during its hours of operation, the rental charges will continue and you will be responsible for the vehicle until such time as the vehicle is deemed to have been returned

6.5 If you return the vehicle to a location other the return location shown on the cover page, the vehicle transport fee may apply

6.6 If you return the vehicle with less fuel than it had when you rented it, you must pay the fuel service fee, the fuel level is indicated in the vehicle report

7. VEHICLE BREAKDOWN - YOUR RIGHTS

7.1 If the vehicle breaks down due to a mechanical fault and you have used the vehicle in accordance with clauses 4 and 5 at all times, the company will supply you with a replacement vehicle of the same or similar model

7.2 The company will not charge you any rental during the period in which you do not have use of the vehicle due to a break down under clause 7.1

8. LOSS AND DAMAGE TO THE VEHICLE

8.1 Except to the extent of the company negligent or other liable at law, you are liable : (a) for the loss of, and all damage to, the vehicle;

(b) any damage to a third party and third party property caused by the vehicle

(c) the cost of towing, recovering and storing the vehicle; and by administration costs incurred by the company arising under clauses 8.1 (a) to (c)

8.2 Your liability under clause 8.1 will be limited in accordance with the terms and conditions of the options you have chosen under the hirer liability amount except where the damage or loss (a) arises from theft, where the vehicle is left unlocked or unsecured or you have not kept the keys secure.

(b) is caused by stone damage resulting form immersion in water

(c) is to the tyres or windscreen

(d) is to the underbody or overhead damage including to the roof, bonnet or boot not resulting from a collision

(e) is caused by you driving the vehicle with less than the manufactures recommended level of radiator fluid, oil or tyre pressure

(f) is caused by you driving the vehicle in a reckless or dangerous manor

(g) is caused by using the vehicle in breach of clauses 4 or 5 of this agreement.

8.3 In the event of loss or damage to the vehicle, you agree to pay on demand by the company;

(a) the hirer liability amount;

(b) the cost of repair or reinstatement of loss or damage where such loss or damage is not limited under clause 3.2 to the hirer liability amount; and

(c) and loss incurred by the company because the company is not able to use the vehicle to generate rental income as a result of your fault

8.4 You must not arrange or undertake any repairs to the vehicle without the written authority of the company except to the extent that the repairs are necessary to prevent further damage to the vehicle or other property in which case you must first attempt to contact the company and obtain approval for the repairs.

8.5 The company will only reimburse you for the costs of any authorised repairs if you produce to the company the original receipts for those repairs

9. LIABILITY FOR LOSS OR DAMAGE TO OTHER PROPERTY

9.1 Except to the extent the company is negligent or otherwise liable at law, you are liable

(a) For all damage to the property of any person; (i) which is caused or contributed to by you ; or (ii) which arises from your use of the vehicle ; and

(b) for any loss of, or damage to, any property stolen from the vehicle or otherwise lost or damage during the rental period

9.2 Subject to clause 9.1 you indemnify the company for any loss of, or damage during the rental period

9.3 The company shall not be responsible for the state and condition of any property found in the vehicle after the rental period

9.4 Any person claiming the return of any property found in the vehicle after the rental period is required to furnish the company satisfactory proof of ownership

9.5 You have the rights conferred under consumer legislation and neither clause 9.1 nor any other provision of the agreement is intended to exclude, restrict or modify any non excludible terms or rights which you may have.

10. LEGAL PROCEEDINGS AND CLAIMS

10.1 Where your use of the vehicle results in an accident or claim; or where damage or loss is sustained to the vehicle or other property or if the vehicle has been stolen, you must:

(a) promptly report such incident to the local police ;

(b) promptly report such incident in writing to the company by accurately completing the applicable company forms ;

(c) not make or give any offer, admission of liability, promise of payment, waiver, release indemnity or settlement without the companies written consent;

(d) allow the company or insurers at its own cost to conduct or settle any legal proceedings against a third party ;

(e) allow the company to claim in your name under the applicable vehicle insurance and you must do everything that maybe reasonably required to assist the company in making such a claim, including assigning the benefit of any insurance claim to the company;

(f) complete and furnish to the company with reasonable time any statement, information and or assistance which the company or its insurer may reasonably require including associated travel costs and any necessary accommodation costs ; and

(g) forward to the company any claims or correspondence from third parties within (seven) 7 days of receipt

10.2 Failure to do what is required under clause 10.1 may result in you being responsible for any resulting costs incurred by the company

11. BREACH OF THESE TERMS AND CONDITIONS

11.1 The company shall have the right to terminate the agreement at any time following any material breach by you and take immediate possession of the vehicle

11.2 Termination under clause 11.1 will result in you paying for

(a) all reasonable cost for towing, storage and recovery of the vehicle

(b) all reasonable costs to return the vehicle to its condition at the start of the rental period or replacement of vehicle

(c) all reasonable administration costs to the company

(d) damage to third party caused by you

(e) the administration fee ; and

(f) any loss incurred by the company because the company is not able to use the vehicle to generate rental income as a result of your fault pursuant to clause 8.3(c) of this agreement

11.3 You will be entitled to terminate this agreement if the company materially breaches its obligations

12. APPLICABLE LAW

12.1 The laws of the state or territory in which the vehicle is delivered to you govern the terms and conditions of this agreement

13. COMPLAINT HANDLING PROCEDURE

13.1 If you believe that there has been an error in your account or if the amount being charged is unreasonable you must notify the manager of the company office from where you rented the vehicle and submit within twenty- eight (28) days your complaint in writing providing full details together with any evidence to support your complaint

13.2 If the company concludes as a result of its investigation that;

(a) your account has incorrectly been debited, the company will credit your account the shortfall and will notify you in writing ; or

(b) Your account has been correctly debited, the company will respond by providing you with its reasons.

13.3 If you are still dissatisfied and have any further queries, you must notify the company in writing within seven (7) days and a meeting will be arranged as soon as practically possible with a senior representative of the company in an attempt to resolve the issue

14. PRIVACY ACT

14.1 The company is committed to protecting and maintaining the privacy of your personal information. In Australia the Privacy Act 1988 regulates the handling of personal information

14.2 The Company's privacy policy explains how the company protects your privacy and how its collects, uses and discloses personal information that you provide

14.3 The company's privacy policy is available on request