

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 described on Page 1 including all accessories, tools, tyres and equipment and any replacement vehicle (the vehicle).

1. VEHICLE CONDITION AND RETURN

This vehicle was delivered to you in good operating condition and with the seal on the odometer unbroken. You agree to return the vehicle in the same condition (except for ordinary wear and tear NOT INCLUDING WINDSCREEN DAMAGE) together with all tools, tyres and accessories and equipment to the location specified and on the date there specified (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 or 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 50c per kilometre.

Windscreen Insurance only applies to front windscreen (stone damage)

No refunds given for early return, unless 48 hours notice given.

Note: The Company must be notified and agree to any extension of the period of hire beyond that stated on Page

1 of the agreement in advance of the return date and time or the vehicle will be immediately reported as stolen.

2. UNAUTHORISED AND PROHIBITED USE

Persons who must 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 is not licensed for that class of vehicle.
- (c) A person whose blood alcohol concentration exceeds the lawful percentage.
- (d) A person who has given or for whom you have given a false name, age, address of drivers licence details.
- (e) A person whose driver's licence has been cancelled endorsed or suspended within the last three years.
- (f) A person who has held a drivers 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 us in writing or on the rental agreement.
- (i) To carry persons for hire or to carry any inflammable, explosive or corrosive materials.
- (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 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 pace making, 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 or regulation controlling vehicular traffic or for any illegal purpose

3. FINANCIAL OBLIGATIONS Special Note: Joint hirers and all drivers are severally responsible under this agreement YOU ARE RESPONSIBLE FOR AND BY ENTERING INTO THE AGREEMENT OF PAGE 1 YOU AUTHORISE THE COMPANY TO DEBIT THE CREDIT CARD PROVIDED OR ANY OTHER CREDIT CARD PROVIDED (and you will pay on demand any balance) WITH THE FOLLOWING CHARGES.

- 1. All rental charges specified on Page 1
 - 2. 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.
 - 3. All loss or damage to the motor vehicle (including loss of use) legal expenses, assessment fees, towing and recovery, consequential third party damage, storage and Company service charges where
- (a) Any condition of this agreement, and in particular condition 2, or any special condition of Page 1 has been breached;
 - (b) The vehicle is involved in a single vehicle incident (or not under control of an authorised hirer at the time of loss) unless the Company waives such loss to a single vehicle incident liability amount shown on page 1 (which amount will apply in addition to the standard liability charge noted 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;
 - (c) You have left the vehicle unlocked or left the keys in the vehicle;
 - (d) You have not kept the key the key secure and under your personal control. Minimum replacement key charge is \$500;
 - (e) The under body of the vehicle is damaged regardless of cause when no other vehicle is involved;
 - (f) The vehicle is totally or partially immersed in water regardless of cause.
 - (g) The interior of the vehicle is damaged regardless of cause when no other vehicle is involved;
 - (h) The tyres of the vehicle are damaged other than by normal wear;
 - (i) The vehicle or any third party property is damaged by driving it under or into an object lower than the height of the vehicle;
 - (j) You have failed to maintain all fluid and fuel levels or failed to immediately rectify or report to us any defect of which you became aware;
 - (k) The vehicle is damaged by loading or unloading, other than by normal wear;
 - (l) You failure to secure properly any load or equipment which leads to loss caused by any part of said load or equipment;
 - (m) Vehicles returned late will incur a 20% per hour surcharge;
 - (n) A cleaning fee of up to \$100.00 will be applied for excessively dirty vehicles.
 - (o) An administration fee will apply to parking or traffic infringements, speeding fines and red light camera and toll fines.
 - (p) Vehicle key not returned to the correct place when leaving the vehicle at the airport may incur a charge up to \$500 if key cannot be recovered.
 - (q) The hirer is responsible for correct fitting and use of accessories. The hirer is absolutely liable for full replacement costs up to \$200 per item in the event that any of these accessories are lost, stolen or damaged.

Special Note: If you have paid by use of credit card or directed the company to bill to some other person, corporation, firm 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. DAMAGE COVER

If you act within the terms and conditions of this agreement the Company will grant damage cover (including legal costs incurred with our consent) for you benefit in respect of damages to the vehicle or third party damage other than 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 of the damage/loss liability charge stated on Page 1.
- (b) You 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, by authorising the Company Insurer to bring, defend or settle legal proceedings, but the company shall have sole conduct of proceedings.
- (e) In the event that an accident renders the vehicle unsafe to drive, the company will make no refund for the unused hire period and the provision of a replacement vehicle shall be at the company's sole discretion. The company shall not be responsible for the cost of transporting the hirer and accompanying passengers away from the accident location. In the event that the company decides to offer the hirer an alternative vehicle, the vehicle will be made available at the company's office and not delivered to the accident location.

5. GENERAL PROVISIONS

- (a) You will promptly report any incident involving loss or damage to 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
- (b) You release and hold harmless the Company (and its agents or employees) from all claims for loss or damage to their 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.
- (c) Except as provided by law no driver or passenger in the vehicle shall be or deemed to be agent, servant or employee in any manner or purpose whatsoever
- (d) THE COMPANY GIVES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER INCLUDING WITHOUT LIMITATION THE CONDITION OF THE VEHICLE AND EQUIPMENT, IT'S MERCHANTABILITY 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 Page1.
- (g) The Company shall NOT be held liable for any injury, damages or any other occurrence as a result of child restraints not being correctly fitted or used.
- (h) In the event that the hirer or any other person leaves any property or belongings with cruising car rental or in their rental car, it is entirely at that persons own risk and the company will not accept any liability for damage or loss for any reason. We will endeavour to return any items left behind at the hirers expense.
- (i) If the vehicle becomes unsafe to drive due to a breakdown that was not the fault of the hirer, the company will refund the hirer the rental charges that relate to the period during which the car could not be used or an alternative vehicle was made available.

6. 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 with less fuel the difference will be charged at a rate which may include a service component unless prior arrangements have been noted on Page 1.