

RENTAL AGREEMENT TERMS AND CONDITIONS

This is an Agreement between the Hirer ("You") and the Company ("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 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 kms per day at 50c per kilometre but also for any cost of repairing or replacing 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) A person who is not identified on Page 1 as either the Hirer/Joint Hirer or Authorised Driver;
- (b) A person who is not licensed to drive the hired class of vehicle;
- (c) A person whose blood alcohol concentration exceeds the lawful percentage whilst driving the Vehicle;
- (d) A person who is driving the Vehicle whilst under the influence of a drug;
- (e) A person who has given or for whom you have given a false name, age, address or driver's license details;
- (f) A person whose driver's license has been cancelled, endorsed or suspended within the last three years;
- (g) A person who has held a driver's license for any class of vehicle for less than two years;
- (h) A person who uses or intends to use the Vehicle for an illegal purpose.

3. Circumstances where the Vehicle must not be Used

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

traffic.

4. Obligations of the Hirer/Joint Hirer/Authorised Driver(s)

NOTE: The Hirer/Joint Hirer and Authorised Driver(s) are jointly and severally liable for compliance with the terms and conditions of this Agreement.

By entering into this 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 outstanding balance) with the following charges:

- (a) The rental charges specified on Page 1;
- (b) All charges claimed by the Company in respect of parking 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;
- (c) All loss or damage to the Vehicle (including the loss or use of that Vehicle) legal expenses, assessment fees, towing and recovery, consequential third party damage, storage and company service charges where:
 - (i) Any term or condition of this Agreement has been breached;
 - (ii) The Vehicle is involved in a single vehicle incident unless the Company waives such loss to the **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 object whether animate or inanimate except another vehicle which can be fully identified and details of which have been provided by You or on your behalf to the Company;
 - (iii) You have left the Vehicle unlocked or left the keys in the Vehicle;
 - (iv) You have failed to keep the key secure and under your personal control;
 - (v) The underbody of the Vehicle is damaged regardless of cause except where there is a collision with another vehicle;
 - (vi) The Vehicle is totally or partially immersed in water regardless of the cause;
 - (vii) The interior of the Vehicle is damaged regardless of the cause except where there is a collision with another vehicle;
 - (viii) The tyres of the Vehicle are damaged other than by normal wear and tear;
 - (ix) 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;
 - (x) 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;
 - (xi) The Vehicle is damaged by loading or unloading, normal wear and tear excepted;
 - (xii) 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;
 - (xiii) You use the Vehicle as an articulated vehicle unless agreed to by the Company in **SPECIAL CONDITIONS** on Page 1;
 - (xiv) The exterior of the motor vehicle is damaged regardless of cause except where there has been a collision with another vehicle.

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 due 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.

5. Damage Cover

Provided You and/or the Authorised Driver(s) act within the terms and conditions of this Agreement, You and/or the Authorised Driver(s) will receive the benefit of the Company insurance cover with its insurer 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 (cover also includes your legal costs incurred with the insurer's written consent). This cover is also subject to:

- (a) You paying the **COLLISION DAMAGE/LOSS LIABILITY CHARGE** on Page 1;
- (b) You and/or the Authorised Driver(s) not having breached any terms and conditions of this Agreement;
- (c) You and/or the Authorised Drivers) not being covered under any other policy of insurance, and
- (d) You providing such information and assistance as may be requested by the Company's insurer or anyone acting on behalf of the Company's insurer. If cover is provided then the Company's insurer may bring, defend or settle any legal proceedings in its sole discretion and the Company's insurer shall have the sole conduct of any proceedings. Any such proceeding shall be brought or defended in your name or the name of the Authorised Driver.

6. General Provisions

- (a) 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 Driver 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 Driver, every summons, complaint or paper in relation to such incident involving such loss or damage. You and/or the Authorised Driver must also report all incidents to the police or other proper authority;
- (b) You and/or the Authorised Driver irrevocably release and hold harmless the Company (and its agents and employees) from all claims for loss or damage 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 the rental period, whether due to the Company's negligence or otherwise;
- (c) You and/or the Authorised Driver acknowledge that, the Company relies on the truth of your/the Authorised Driver's representations in this Agreement;
- (d) You and/or the Authorised Driver will not refuse or fail to take any blood analysis or breath test requested by the police;
- (e) 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;
- (f) The Company gives no express warranty in relation to the Vehicle. Certain conditions and warranties are implied 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 Driver for any indirect, special, incidental or consequential damages relating to this Agreement;
- (g) No right of the Company under this Agreement can be waived except by writing of an authorised officer of the Company;
- (h) Words used in this Agreement to denote any gender shall include all genders, singular words include the plural, and plural words include the singular;

(i) 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 connection with this Agreement or in relation to the use or the likely use of any roads; facilities: other infrastructure by you and/or the Authorised Driver or in relation to the provision of rental or other services to you or the Authorised Driver.

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 Driver 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;

(j) You and/or the Authorised Driver 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;

(k) 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 on 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;

(l) You acknowledge that the Company has not in any way represented itself to You as an entity carrying on the business of insurance;

(m) You and/or the Authorised Driver 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 Driver 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 commencement 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 made and noted on Page 1.