

Conditions of Rental Agreement

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1. In this agreement the following expressions shall mean the following:
 - a) The "Owner" shall mean the name of the Rental Company or Firm, its licensees or agents as indicated on the face of this agreement.
 - b) The "Renter" includes all persons party to this agreement.
 - c) The "vehicle" means the vehicle described overleaf or any other replacement provided to the Renter by the Owner.
 - d) "Damage to the vehicle" includes loss of and all damage to the vehicle, its tyres, tools and accessories and any costs incurred by the Owner in connection with the loss or damage.
 - e) The "liability" means the amount nominated on the Rent Agreement and applies subject to all damage regardless of causation. This amount is payable in each and every event.
 - f) The "Insurance" means the policy of insurance arranged by the Owner and applies subject to the conditions contained herein. The Owner is not an insurer. Claims are entirely at the Owners discretion.
 - g) "Self Insurance" is where the company carries cover on similar terms to their insurer and applies subject to the conditions contained herein.
 - h) "Person" shall include Corporation.
 - i) "Single Vehicle Accident" is defined as any incident not involving impact with another independent vehicle, or where the full details of the other vehicle and its driver cannot be produced or furnished.
2. The Renter warrants that they are of legal driving age and holds a current driver's licence applicable to the vehicle nominated in this agreement.
3. The Renter warrants that the particulars overleaf are correct and acknowledges that the Owner relies on the truth of these representations.
4. Subject to the conditions herein the Renter is entitled to hold the vehicle for the rent period and any authorised extension thereof and at the end of such period to return the vehicle on the time and date and place specified overleaf but not to exceed the boundary or area as stipulated on the front of this agreement.
5. The Renter agrees to pay the Owner on demand of all charges as specified overleaf plus any charges that form part of this agreement and its conditions.
6. The Renter hereby authorises the Owner to process any charges due under this agreement against the Renter's credit card as without limiting the generality of same. The authorisation shall include the right to draw on the Renter's credit accommodation to pay for all charges until the vehicle is returned, repairing and restoring the vehicle to its condition prior to hire and for payment of parking offences and administration fees which may be directed to the Owner, fuel and towing charges and repossession charges including the cost of returning the vehicle to the address stipulated in the agreement.
7. The Renter agrees:
 - a) That no persons are authorised to drive or be in control of the rental vehicle other than those stated on the face of this agreement without the consent of the Owner and such consent to be noted on the agreement.
 - b) To report any damage to the Owner, any accident involving the vehicle within a time period of 4 hours and to complete an Accident Report as soon as reasonably possible. Failure to report any accident or damage within the time herein will result in rejection of a claim being made.
 - c) To drive and maintain the vehicle in a responsible and prudent manner and to return it in a clean and roadworthy condition, fair wear and tear excepted.
 - d) Not to use the vehicle for any illegal purpose or in any race or speed test or contravention of any law concerning the use of motor vehicles, or when the vehicle is in any way damaged rendering it unsafe.
 - e) Not to drive the vehicle under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by the law applicable to the place in which the vehicle is driven.
 - f) Not to use the vehicle for the conveyance of passengers for reward or payment of any kind.
 - g) Not to use the vehicle to carry any volatile liquids, gases, explosives or flammable materials.
 - h) Not to use the vehicle on any roads other than those properly sealed and regularly maintained by government or local council, or routes closed to general traffic, under snow and ice cover, floodwaters or beaches or where warnings or cautions have been issued.
 - i) To pay and be responsible for any fines for offences committed by the Renter and reimburse the Owner any costs associated with the collection of such fines should the Renter fail to pay before returning the vehicle and the Owner shall be at liberty to draw upon the Renter's credit accommodation to cover such costs including Administration Fees.
 - j) To reimburse the Owner for any loss (including legal costs) incurred relating to a breach of the Renter's obligations and to indemnify the Owner against any liability arising out of a breach of the Renter's obligations and the Owner shall be at liberty to draw upon the Renter's credit accommodation to cover such costs.
 - k) Unless the Owner is notified and consents, if the vehicle is not returned to the Owner within 4 hours of the date, time and location stipulated in the agreement, cover ceases and the vehicle will be reported stolen. Charges and penalties will apply until the vehicle is returned or recovered.
 - l) That any damage or loss resulting from negligence, implied negligence or any event in which the Renter is at fault, or the Police issues an infringement notice for traffic violations including disobeying traffic lights, signals or signs, driving on the incorrect side of the road, excessive speed for conditions, reckless driving or failing to maintain a safe braking distance from preceding vehicles, shall be deemed as a breach of the rental agreement and the Renter shall be responsible for all loss or damage.
8. In the event of damage or loss to the vehicle arising from the Renter's use or possession:
 - a) The Renter must advise the Owner as specified above in clause 7(b).
 - b) The Renter shall provide to the Owner all particulars of the accident including vehicle details, names, addresses and insurer of any third party as well as vehicle damage to all vehicles involved. In the case where damage renders the vehicle un-roadworthy or unsafe to drive, or likely to cause mechanical damage, the vehicle must not be driven. Further damage as a result of driving the vehicle after being damaged will result in the Renter being charged for repairs.
 - c) If the Renter has breached the agreement he shall be liable to the Owner for all damage to the vehicle and to third party property however caused.
 - d) Where the Renter is more than one person the liability shall be joint and several.
 - e) The Owner shall not be under any obligation to replace the vehicle for the unused portion of the rental period and no refund will apply.
 - f) The Renter shall pay to the Owner the liability amount as stated hereon.
 - g) The Renter is liable for towing expenses to the return location as specified on the rental agreement.
 - h) The full amount is payable immediately. Where damage cost is less than the amount payable, an adjustment will be made when repairs are completed, less the period the vehicle is not available for rent.
 - i) Cover does not extend to stolen vehicles if the Renter has left the vehicle unsecured or unable to immediately produce the keys.
 - j) In the event of key loss, the Renter is responsible for the cost of replacement, reprogramming security and the cost of licence plates.
 - k) The Owner is entitled to claim for loss of use when vehicle is unavailable for rent as a result of breach of agreement.
 9. The Owner may at any time for any reason retake possession of the vehicle.
 10. The Owner shall not be liable for any loss or damage suffered by the Renter or any person arising out of the use or operation of the vehicle.
 11. The Owner shall not be responsible for any property or effects of the Renter, lost or damaged irrespective of cause.
 12. The Renter agrees that the vehicle shall not at any time be used for the purpose of towing.
 13. The Renter authorises the Owner to pay on his behalf, all fines and charges associated with road tolls or parking fines where the relevant authority does not accept the redirection of infringements, along with any administrative fees.
 14. Should the vehicle be returned in a dirty state the Renter accepts that a cleaning charge will be made at the discretion of the Owner.
 15. Loss or damage to ancillary equipment or accessories will be charged at full replacement value.
 16. No refund or credit will be issued for early returns. Late returns may be charged at \$35 per hour or as otherwise stipulated on the front of this Agreement. Returning the car after or even before the designated time may affect the quoted rate. Returning a car at the agreed time ensures all other customers have their reserved car available upon arrival.
 17. All charges relating to this agreement are subject to final audit and any errors or omissions will be adjusted with the appropriate charge/refund applied to the Renter's or cardholder's credit card.
 18. Although every effort is made to ensure the vehicle booked is available, we reserve the right to substitute a comparable or superior vehicle, if possible, at no extra cost in extreme circumstances. This shall not constitute a breach of contract and does not entitle the renter to any refund whatsoever.

HEAD OFFICE

DEVONPORT - Telephone: (03)6427 7940

Please note: if you are a member of a motoring association, reciprocal cover generally will extend to you whilst in another State. This may avoid the cost of callout fees for locked keys, flat batteries etc. Check with RACT on 13 11 11 (have your member card available).

IN THE EVENT OF AN ACCIDENT

For Ambulance or Police services call emergency 000

Advise branch from which you hired the vehicle to report the accident.

Secure and make safe the vehicle. Obtain details of the other party-

Name: _____ Insurer: _____

Telephone: _____ Address: _____

Reg No make/model _____