

# RENTAL VEHICLE AGREEMENT TERMS AND CONDITIONS

This is an Agreement between the prospective hirer and the rental company to rent the motor vehicle described in the contract including all accessories, tools, and equipment.

## 1. VEHICLE CONDITION AND RETURN

The vehicle is delivered to you in clean, good operating condition. You agree to return the vehicle and all included equipment in the same condition, to the location specified in the contract and on the date there specified. The rental company may take possession of the vehicle without prior demand and at your expense, if it is illegally parked, used in violation of the law or of this agreement or if it is apparently abandoned. The rental company must be notified and agree to any extension of the period of hire beyond that stated in the contract in advance of the return date or the vehicle will be immediately reported as stolen.

## 2. UNAUTHORISED AND PROHIBITED USE

Persons who must not drive the vehicle:

- a) A person who is not registered as a driver with the rental company
- b) A person who is not licenced 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 or driver's 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 driver's 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 in the contract
- h) On 4WD Tracks, except vehicles of categories E & F
  - \* 4WD Cat F & E Hilux – Canning Stock Route , Fraser Island & Old Telegraph Road
  - \* 4WD Cat E Outback / Rooftent & Stationwagon , Fraser Island & Old Telegraph Road
- i) To carry persons for hire or to carry any inflammable, explosive or corrosive materials unless authorised in writing by the rental company
- j) To propel or tow any vehicle, trailer, boat or other object unless the rental company has authorised such use in writing
- k) To carry any greater load and/or more persons than is lawful or use in a manner or for a purpose other than for which it was designed and constructed
- l) For racing, pacemaking, reliability trials, speed trials hill climbing or being tested in preparation for those purposes
- m) In a dangerous manner
- n) In contravention of any legislation or regulation controlling vehicular traffic or for any illegal purpose

**Max Speedlimit on Gravelroad 60km/h.**

**No Insurancecover due to single vehicle rollover**

## 3. FINANCIAL OBLIGATIONS

Joint hirers and all drivers are jointly and severally responsible for payments under the contracts agreements

- a) All rental charges specified in the contract
- b) All charges claimed from the rental 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 rental company
- c) All loss or damage to the motor vehicle, Third Party Damages, legal expenses, assesment fees, towing and recovery, storage and company service charges where
  - 1) any condition of this agreement, and in particular condition 2, or any special condition stated in the contract has been breached;
  - 2) you have left the vehicle unlocked or left the keys in the vehicle;
  - 3) the underbody of the vehicle is damaged or the vehicle is totally or partially immersed in water, regardless of cause;
  - 4) the interior of the vehicle is damaged;
  - 5) the tyres of the vehicles are damaged other than by normal wear;
  - 6) the vehicle is damaged by driving it under or into an object lower than the height of the vehicle;
  - 7) 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;
  - 8) your failure to secure properly any load or equipment which leads to loss caused by any part of said load or equipment;

## 4. DAMAGE COVER

If you act within the terms and conditions of this agreement the company will grant damage cover for your benefit in respect of damages to the vehicle (with CDW) or third party damage other than any property owned by you (or any friend, relative, associate or passenger). This cover is subject to:

- a) Your payment (per incident) of the damage/loss liability charge as stated in the contract
- b) Your 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 as stated in the contract
- c) Your not being covered under any other policy of insurance
- d) Your providing such information and assistance as may be requested and, if nessesary, autorising the company insurer to bring, defend or settle legal proceedings, but the company shall have sole conduct of the proceedings

## 5. GENERAL PROVISIONS

- a) You will promptly report any incident involving loss or damage to the vehicle to the rental company and the police authorities
- b) You release the rental company from all claims for loss or damages to your personal property left in the vehicle or on our premises
- c) the rental company gives no warranty as to any matter whatsoever including without limitation the condition of the vehicle and equipment