

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 it is likely that loss or damage may occur or there has been a breach of any terms or conditions of the agreement or if the vehicle is illegally parked, used in violation of the law or of this agreement, is apparently abandoned, if the seal of the odometer is broken or otherwise tampered with. If the seal of odometer is broken, the persons responsible will be reported to the appropriate authority and you will be responsible for not only an extra charge based on 500kms per day at 50 cents per kilometre, but also for any cost of repairing or replacing the odometer.

2. NOTE

IF THERE IS TO BE ANY EXTENSION OF THE PERIOD OF HIRE BEYOND THAT STATED IN 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. IF YOU RETURN THE VEHICLE AFTER THE AGREED RETURN DATE WITHOUT SUCH WRITTEN AUTHORIZATION, YOU WILL BE LIABLE TO PAY THE COMPANY AN ADDITIONAL DAILY RENTAL FEE AS SPECIFIED ON PAGE 1. PERSONS WHO MUST NOT DRIVE THE VEHICLE;

- A person who is not identified on Page 1 as either the hirer, joint hirer or authorized driver;
- A person who is not licensed to drive the hired class of vehicle.
- A person whose blood alcohol concentration exceeds the lawful percentage in the relevant state whilst driving the vehicle;
- A person who is driving the vehicle whilst under the influence of a drug, intoxicating liquor or substance;
- A person who has given or for whom you have given a false name, age, address, or driver's license details.
- A person whose drivers license has been cancelled, endorsed or suspended within the last 3 years.
- A person who had held a driver's license (not including a learners permit or provisional license) for the class of vehicle rented for less than 3 years.
- A person who uses or intends to use the vehicle for an illegal purpose.

3. CIRCUMSTANCES WHERE THE VEHICLE MUST NOT BE USED

- On any unsealed roads, on the beach, across rivers, streams, dams or flood waters or off-road conditions unless authorised by the company in writing;
- To carry any person or goods for payment of any sort, or to carry inflammable, explosive or corrosive materials;
- Pushing or towing any vehicle, trailer, boat or other object unless the company has authorised such use in writing;
- To carry any greater load and/or number of persons and/or use the vehicle for a purpose exceeding that for which the vehicle was designed and constructed, or in contravention of a state regulation;
- To carry any animal in the vehicle unless authorised in writing or noted on Page 1 in SPECIAL CONDITIONS;
- For racing, pacemaking, reliability trials, speed trials, hill climbing or testing in preparation for those activities;
- In a dangerous manner;
- In contravention of any legislation or regulation controlling vehicular traffic or for any illegal purpose, whether charged by the police in relation to the contravention or not;
- Where the vehicle is in unsafe or unroadworthy condition.

4. OBLIGATIONS OF THE HIRER/JOINT/AUTHORISED DRIVER

NOTE: The hirer/joint hirer and authorised driver 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 authorised 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 balance) with the following charges:

- The rental charges specified on Page 1;
- 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;
- All loss or damage to the vehicle (including the loss of use of the vehicle), legal expenses, assessment fees, towing and recovery, consequential third party damage, storage and company service charges (to be determined by the company at its discretion) where:
 - Any term or condition of this agreement has been breached;
 - The vehicle is involved in a single vehicle incident unless the company waives such a loss to a single vehicle incident liability amount shown on Page 1 (which amount will apply in addition to the collision damage/loss 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 or which have been provided by you or on your behalf to the company;
 - You have left the vehicle unlocked or left the keys in the vehicle;
 - You have failed to keep the key secure and under your personal control;
 - The underbody of the vehicle is damaged regardless of the cause except where there is a collision with another vehicle;
 - The vehicle is partially or totally immersed in water regardless of the cause;
 - The interior of the vehicle is damaged regardless of the cause except where there is a collision with another vehicle;
 - The tyres of the vehicle are damaged other than by normal wear and tear;
 - 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;
 - You have failed to maintain all fluid and fuel levels of the vehicle to the manufacturer's specifications 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;
 - The vehicle is damaged by loading or unloading, other than by normal wear and tear;
 - 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;
 - You have used the vehicle as an articulated unless agreed upon by the company in SPECIAL CONDITIONS on Page 1;
 - The exterior of the motor vehicle is damaged regardless of cause except where there is a collision with another vehicle;
 - You have made or allowed repairs to be conducted on the vehicle without written authorisation of the company. (Not the company will not reimburse you for any unauthorised repairs).

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 account or charges payable in accordance with this agreement, such interest to be computed at the end of the rental period.

5. GENERAL PROVISIONS

- If there is any incident involving loss or damage to the vehicle or involving the vehicle while rented under the agreement you shall promptly report such incident in writing within 24 hours to the company at the location where the vehicle was hired as well as delivering to the company immediately upon receipt by you, every summons, complaint, claim or paper in relation to such incident involving such loss or damage. You must also report all incidents to police or other proper authority;
- You 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, stored or handled by the company at any time before, during or after the rental period, whether due to the company's negligence or otherwise;
- You acknowledge that the company relies on the truth of your representations in the agreement;
- You will not refuse or fail to take any blood analysis or breath test requested by the police or as required by law;
- Except as provided by law, no driver or passengers in the vehicle shall be, or be deemed to be that agent, servant or employee of the company in any manner for any purpose whatsoever;
- The company gives no express warranty in relation to the motor 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 implied condition or warranty the company limits its liability to replacement, repair or resupply of the vehicle at the company's election. All other warranties, conditions and other obligations which may be otherwise implied are expressed excluded in their entirety. Under no circumstances is the company liable to you for any indirect, special, incidental or consequential damages relating to the agreement or any breach of this agreement;
- The company reserves the right not to replace the vehicle if the vehicle or any third party property is damaged before the rental period expires;
- No right of the company under this agreement can be waived except by writing of an authorised officer of the company;
- Words used to denote gender in this agreement shall include all genders, singular words including plural;
- Notwithstanding any other provision of this agreement, a goods and services tax (GST) or any similar tax, stamp duty or any other such 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 the agreement or in relation to the use or likely use of any road, facilities or other infrastructure by you or in relation to the provision of rental or other service to you, and is payable by you;
- You acknowledge that your interest in the vehicle is 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;
- You agree to indemnify the company from and against any or all claims, demands, liabilities, losses, costs and expenses (including but not limited to legal costs on an indemnity basis), incurred by the company as a consequence of any breach by you of this agreement or the failure for whatever reason of the due and punctual performance of your obligations under this agreement;
- You acknowledge that the company has not in any way represented itself to you as an entity carrying on the business of insurance;
- You must not at any time admit liability for any claim, loss or demand, and agree that if such admission is made by you then it is a breach of this agreement.

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 arrangement have been made and noted in Page 1.