

CONDITIONS OF RENTAL AGREEMENT

INTERPRETATION

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 nominated on this agreement and persons providing credit cards for payment or guarantee.
 - (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 or 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 Rental Agreement and applies subject to all damage regardless of causation. This amount is payable in each and every event.
 - (f) The "Damage Cover" means cover provided by the Owner and applies subject to the conditions contained herein. The Owner is not an insurer. Claims are entirely at the Owners discretion.
 - (h) "Self Insurance" is where the company provides cover on similar terms to their insurer and applies strictly subject to the conditions contained herein.
 - (h) "Person" shall include Corporation.
 - (i) "Single Vehicle Accident" is defined as any incident not involving impact with any other independent vehicle, or where the full details of the other vehicle and its driver can not be produced on demand.
 2. The Renter warrants that he is over the age of 21 years 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 rental 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 all charges as specified overleaf plus any charges that from 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 hiring 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.
 - (b) To report to the Owner and the Police, any accident involving the vehicle within 4 hours of occurrence 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.**
 - (d) Not to use the vehicle for any illegal purpose or in any race or speed test or in 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 State 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 maintained by government or local council, or routes closed to general traffic, under snow and/or ice cover, floodwaters 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 on 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 any event in which the Renter is at fault, or the Police issues an infringement notice or implies negligence, for traffic violations including disobeying traffic lights, signals or signs, unsafe U turns, or turning across oncoming vehicles, driving on the incorrect side of the road, excessive speed, reckless driving, failure to give way, or failure 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 losses or damage.**
 - (m) That the vehicle is not covered for such events as follows (but not restricted to) and the renter is fully responsible for all costs associated with; Third Party damage, Single vehicle accidents, Animal impact, Overhead or Undercarriage damage, Reversing damage, Flood or Hail damage, Terrorism acts, unauthorised drivers.**
 - (n) That smoking or to allow smoking in the vehicle, or spillages and stains will incur a cleaning and/or deodorising charge.
 - (o) That oil, water levels, and tyre pressures of the vehicle must be maintained on a regular basis.
 - (p) If returning the vehicle outside normal operating hours of the respective branch, the Renter is responsible for loss or damage to the vehicle until such time the branch re-opens for business and the vehicle is checked.
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 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 or recovery 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 paid, an adjustment may be made when repairs are completed, less the period the vehicle is not available for rent and reasonable administrative costs. If repairs are not deemed urgent, or render the vehicle unsafe, a quote or estimate will form the basis of determining cost, and no further documents will be provided.
 - (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 cost of licence plates.
 - (h) The Owner is entitled to claim for loss of use when vehicle is unavailable for rent.
 9. Single Vehicle Accident is defined as damage sustained not involving any other identified 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 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 where the relevant authority does not accept re-direction s, plus admin fees.
 14. Should the vehicle not be returned in a clean condition 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 cost.
 16. **No refund** or credit will be issued for early returns. Late returns are charged at \$35 per hour or as otherwise stipulated on the front of this Agreement.
 17. **All charges relating to this agreement are subject to final audit**, and any adjustment will be applied to the Renter's or cardholder's credit card.

ACKNOWLEDGED BY THE RENTER
With copy received

IN EVENT OF ACCIDENT.

For Ambulance or Police services call emergency 000
Local Police number - Hobart 6230 2111, Launceston 6336 3701
Advise branch from which you hired the vehicle to report the accident.
Secure and make safe the vehicle. Obtain details of other party.
Other Driver
Address
Phone
Reg No Make / Model Insurer

BRANCH LOCATIONS

HOBART 92 Harrington Street Ph 03 6231 6844
LAUNCESTON 139 Evandale Road Ph 03 6391 9182

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 call out fees for locked keys, flat batteries etc.

Check with **RACT** on **13 11 11** (have your member card available)