

TERMS AND CONDITIONS OF HIRE

1. DEFINITION

"Owner" means the business or name of which appears overleaf
"Renter" unless a contrary intention appears, means and includes

 - (a) The natural person, company, corporation or government department shown as Renter overleaf;
 - (b) any person, company, corporation or government department which is or becomes vicariously liable at law to any other person for loss or damage caused by the driver of the vehicle and
 - (c) any person shown as "Joint Renter" on the face hereof.
- 1.2 In case of joint hiring Renters are jointly and severally liable in respect of all the terms and conditions of this Agreement
- 1.3 "Vehicle" means the vehicle described overleaf or any replacement vehicle provided to the Renter by the Owner and includes all tyres, tools, accessories and equipment provided with the vehicle
- 1.4 For the purposes of this agreement the phrase "accident, damage to or theft of the vehicle" includes any cost, expenses or outgoings arising therefrom
- 1.4 "Rental Period" means the period commencing at the date and time shown overleaf and ending either when the vehicle is returned as specified or when the Owner received valid confirmation of the theft or destruction of the vehicle
- 1.5 "Limited Damage Waiver" means the amount payable by the Renter who wishes the Owner to arrange a cover that reduces the amount liable in the respect of loss or damage to the vehicle to the amount of excess as noted on the face hereof.
2. WARRANTIES BY RENTER
- 2.1 Any person signing this agreement on behalf of a corporation or business warrants that he/she is a duly authorised agent of such corporation or business and each corporate or business Renter undertakes to ensure that any person who is permitted to drive the Vehicles as authorised driver of the Renter complies with all these terms and conditions
- 2.2 The Renter warrants that the vehicle will not be driven by any other person other than the Renter or where the Renter is a Business or Corporation, the Renter's authorised driver
- 2.3 The Renter warrants that
 - (a) the driver of the vehicle
 - (i) has not been convicted of any offence relating to driving a motor vehicle under the influence of liquor or drugs
 - (ii) has not been refused motor vehicle insurance
 - (iii) holds a current motor vehicle drivers licence valid in the State or Territory of hire and
 - (b) all particulars shown on the face hereof as to the name, address, age, occupation and the likes of the Renter are correct
- 2.4 The Renter acknowledges that it is in reliance upon the truth of the above representations and those on the face hereof that the Owner agrees to enter into this agreement
3. CONDITIONS OF VEHICLE
4. The Renter acknowledges that the Vehicle is the property of the Owner and that it has been received by the Renter in good order and running condition
4. POSSESSION AND RETURN OF THE VEHICLE
- 4.1 The Owner may terminate this agreement and without notice repossess the Vehicle in the event that
 - (a) the Renter is found to be in breach of any terms, conditions or warranty herein or;
 - (b) the Owner considers on reasonable grounds that the conduct of the Renter is likely to affect prejudicially the Owner's interest in or the condition of the Vehicle or
 - (c) any of the circumstances referred to in clause 7 occur and may retain all sums paid by the Renter without prejudice to any further rights of the Owner in respect of any breach or default by the Renter
- 4.2 The Renter undertakes that the Vehicle will be returned to the owner at the Rental Station, date and time specified on the face hereof or during any extension of time authorised by the Owner on the face hereof in the same condition (save for ordinary wear and as herein otherwise expressly provided) as when received. If the Renter fails to return the Vehicle in such condition at the specified Rental Station, date and time or during an extension of time so authorised by the Owner, whether such failure is due to negligence or other default of the Renter or not the Renter must pay to the Owner an amount equal to all sums of money which would have been received by the Owner from any source whatsoever if the Owners had the use of the Vehicle in good condition during the relevant time.
- 4.3 The Renter undertakes not to drive the Vehicle outside the permitted area of use shown on the face hereof
- 4.4 The Renter undertakes not to interfere with the Vehicles odometer
- 4.5 The Renter will pay the cost of having the Vehicle returned to the specified Rental Station if the Vehicle breaks down, is damaged or needs towing regardless of the cause of such breakdown or damage
5. ACCIDENT PROCEDURES
- 5.1 The Renter must report in writing to the Owner within four hours or as soon is practicable thereafter and in any case not later than 24 hours after the event any accident or incident which might give rise to any claim by any person against the Owner of the Renter for injuries or damage to person or property in any way arising out of the use of possession of the Vehicle by the Renter
- 5.2 In the event that the Vehicle sustains any loss or damage the Renter must complete and furnish to the Owner within as reasonable time such statements information and assistance as the Owner may reasonably require in respect of loss or damage to the Vehicle or to any other person or property
- 5.3 The Renter must not without the written consent of the Owner make any offer promise of payment, settlement indemnity or admission of liability in respect of any damage to the Vehicle or to the property of any third person
6. INSURANCE
- 6.1 Subject to clause 7 the owner will arrange cover for accident damage to or theft of the Vehicle for the Renter to the amount of the excess as stated on the face hereof
- 6.2 Subject to clause 7 and the Renter's payment of the Limited Damage Waiver the owner indemnifies the Renter against any amounts of which the Renter may be liable arising from use of the Vehicle (including agreed legal costs) to cover the liability of the Renter in respect of damage to property or third parties (except property of the Renter's family or the property in the Renter's custody and control) subject to the Renter's paying the excess amount shown overleaf PROVIDED THAT such indemnity and the payment of any more moneys thereunder shall be conditional upon
 - (a) The Renter not being otherwise indemnified under any policy of insurance.
 - (b) the Renter in his own name and at the request and cost of the Owner or its insurer bringing the defending, enforcing or setting such legal proceedings (of which the Owner or its insurer or some person appointed by the Owner or its insurer shall have the sole conduct as the agent of the Renter) as the Owner or its insurer may reasonably require.
 - (c) the Renter completing and furnishing to the Owner or its insurer such statements, information and assistance as the Owner or its insurer may require and otherwise complying with the Owners insurance policy conditions in so far as they apply
- 6.3 The Owner reserves the right to request any Renter who chooses not to pay the Limited Damage Waiver Fee to carry their own insurance to cover accident damage to or theft of the Vehicle and damage to the property of third parties and to produce a copy of such insurance policy to the owner on request
7. RENTERS LIABILITY
- Regardless of whether the Limited Damage Waiver Fee has been paid, no insurance cover will apply and the Renter will be liable for any and all losses arising from any accident, damage to the body work, underside of the floor, chassis, suspension, wheels, tyres, interior, accessories, or any type of mechanical or electrical damage whatsoever or theft of the Vehicle, and damage to property of any third party in the following circumstances
 - (a) the accident is a single Vehicle accident
 - (b) damage occurs when the Vehicle is driven by any person other than the Renter (except in the case of illegal use or theft)
 - (c) the windscreen or other glass is damaged
 - (d) undercarriage pan or overhead vehicle damage, damage caused by contact with cabin and pan or vehicle body damage is sustained which cannot be attributed to a specific accident which has been reported to the police,
 - (e) damage caused by the use of snow chains, roof racks, towing or tyre damage occurs which is attributable to normal wear and tear
 - (f) spare wheel, loss and/or jack are lost or stolen
 - (g) damage, including interalia, damage to body work, underfloor area, motor suspension, chassis, deferential gearbox, axle, wheels, tyres or the interior of the Vehicle which is caused by misuse or abuse or lack of responsible care of the Vehicle. Failure to accept and act on any direction of the owner in respect of the general care of the Vehicle or in respect of specific steps to be taken by the hirer if any fault occurs in the Vehicle
 - (h) damage occurs when
 - (i) the Renter has not taken reasonable precautions to prevent loss or damage or theft of the Vehicle, its accessories, tools and spare parts and particularly if the keys are left in the Vehicle,
 - (ii) the Vehicle is driven Outside the permitted area of use,
 - (iii) the Vehicle is used by the Renter in a manner or for a purpose other than that for which it was designed and constructed,
 - (iv) the Vehicle is driven or used by the Renter to carry more passengers and/or greater load than recommended for the Vehicle,
 - (v) the Vehicle is driven on a road which is damaged unsafe or partially or completely under water
 - (vi) the Vehicle is driven in snow or an unsealed road or results from the vehicles collision with any animal,
 - (vii) the Vehicle is driven outside the Rental Period or any extension thereof authorised by the Owner,
 - (viii) the Vehicle is used by the Renter for the conveyance of passengers for hire, fare or reward,
 - (ix) the Vehicle is damaged by any goods, chattels, plant or other thing carried in or upon the Vehicle or temporarily affixed thereto by the Renter or any of the Renter's employees or agents,
 - (x) the Vehicle is used by the Renter for any illegal purposes, in any race, speed test or contest or in preparation thereof the Vehicle is driven at an excessive speed or in a manner dangerous to the public
 - (xi) the person driving the vehicle does not hold a current valid motor vehicle driver's licence for the State or Territory of hire,
 - (xii) the Renter drives the vehicle while under the influence of drugs or having a blood alcohol content in excess of that permitted by law in the place where the damage occurs,
 - (xiii) the Renter commits any chargeable offence, or
 - (xiv) the Renter is in breach of any terms and conditions of this agreement
 - (i) Under no circumstances the owner is to indemnify the renter for any damages sustained to the vehicle or against any third party claim. In the case of an act or omission of negligence by the rent and the renter will be liable for all damages sustained and any liabilities that might arise as a result of such an act or omission.
8. THIRD PARTY PROPERTY
- Subject to clauses 6 and 7 herein the Owner indemnifies the Renter against any amounts for which the Renter may be liable arising from use of the Vehicle (including agreed legal cost) to cover the liability of the Renter in respect of damage to property or third parties (except property of Renters family or other property in the Renter's custody and control) PROVIDED THAT if the Renter has not paid the Limited Damage Waiver Fee. The Renter shall be liable for the amount of the excess specified overleaf and PROVIDED FURTHER THAT such indemnity and the payment of any moneys thereunder shall be conditional upon
 - (a) the Renter not being otherwise indemnified under any policy of insurance
 - (b) the Renter in his own name and at the request and cost of the Owner or its insurer bringing, defending, enforcing or setting such legal proceedings (of which the Owner or its insurer or some person appointed by the Owner or its insurer shall have the sole conduct as the agent of the Renter) as the Owner or its insurer may reasonably require
 - (c) the Renter completing and furnishing to the Owner or its insurer such statements information and assistance as the Owner or its insurer may require and otherwise complying with the Owners insurance policy conditions in so far as they apply
9. OWNERS LIABILITY
- 9.1 Consumers have the benefit of conditions and warranties implied by the Trade Practices Act 1974 ("Act") and other statutes and nothing in these conditions is intended to exclude, restrict or modify any statutory obligation of the Owner is that cannot lawfully be done.
- 9.2 Where the Vehicle is hired for commercial purposes. If the Owner is liable for breach of a non-excludable condition on warranty implied by the Act or any other statute the liability of the Owner for such a breach shall be limited to one of the following as determined by the Owner
 - (a) the supply of the vehicle or supply of equivalent Vehicle
 - (b) the payment of the cost of hire of the vehicle
- 9.3 Subject to any legislation to the contrary
 - (a) representations and agreements not expressly contained herein shall not be binding upon the Owner as conditions, warranties or representations, all such conditions, warranties and representations on the part of the Owner whether express or implied statutory or otherwise whether collateral or antecedent or otherwise are hereby expressly negated and excluded
 - (b) the Owner shall be under no liability to the Renter for any loss (including but not limited to loss of profits and consequential loss) or for damage to persons or property for death or injury caused by any act or omission (including negligent acts or omissions) of the Owner or the Owners agents
 - (c) the Owner shall be under no liability to the Renter for any loss or damage for delay through breakdown, mechanical defect or accident or by reason of the Vehicle being unsuitable for the purposes of the Renter and
 - (d) the Owner shall be under no liability to any person whomsoever for any loss or damage to any property stolen from the Vehicle or damaged or otherwise lost during the hiring or left in the vehicle after return of the Vehicle to the Owner and the Renter hereby agrees to indemnify and keep indemnified the Owner in respect of all claims demands and actions brought against the Owner in respect thereof
10. PAYMENT OF CHARGES, DAMAGES ETC
- The Renter agrees to pay the Owner on demand
 - (a) the rental time mileage, drop off, service, sundry and other charges and all other moneys payable by the Renter relating to the Rental period
 - (b) subject to the provisions of clause 6 hereof, a sum equal to the amount of all loss or damage to the vehicle during the Rental Period
 - (c) all fines and penalties paid or payable by the Owner in respect of traffic parking and other offences committed by the Renter
 - (d) all tolls, levies charges or the like made or imposed by any State or Federal Government Authority, Department or other body and whether by Act, Regulation, Agreement or otherwise in respect of any Government controlled areas, bridges, highways or airports
11. PERSONAL ACCIDENT INSURANCE (only applies if selected)
- If the renter or any nominated person to this agreement suffers injury or dies as a result of an accident occurring while driving, boarding or alighting from making repairs to the vehicle the following benefits will be payable
 - (a) For death or permanent loss of sight of both eyes or both hands or both feet - \$50,000
 - (b) For permanent total disablement which entirely prevents you from engaging in your usual occupation, profession or business, but does not apply to persons 65 years of age - \$50,000
 - (c) Temporary total disablement for an aggregate period of 52 weeks - \$150 per week. This benefit is payable from the 15th day of disablementWeekly benefits shall not exceed average earnings. The maximum compensation payable arising from any one accident for a renter or joint renter is \$50,000 or the aggregate of \$200,000 any one vehicle if passengers have elected to be covered. Benefits are not payable for accidents occurring as a result of intentional self-injury or suicide or any attempted suicide childbirth or pregnancy of their complications engaging in racing of any kind, mental unsoundness indulging in intoxicating liquor or drugs or being in breach of any of the terms and conditions of the Rental Agreement. This insurance is only available to cover persons who are aged between 21 and 70 years at the date of any accident. No benefits are payable unless the Claimant seeks and follows medical advice from a doctor.