

RENTAL VEHICLE AGREEMENT TERMS AND CONDITIONS

This is an Agreement between the prospective hirer identified on Page 1 (you) and the Company identified on page 1 (the Company) to rent the motor vehicles described in Attachment 3 including all accessories, tools, tyres and equipment and any replacement vehicle (the vehicle).

1. VEHICLE CONDITION AND RETURN

The vehicle is delivered to you in good operating condition and 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 all tools, tyres, accessories and equipment to the location specified on Page 1 and on the date there specified (or sooner, if demanded by the Company). The 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. If the seal of the odometer is broken the persons responsible will be reported to the appropriate authority and you are responsible for extra charges based on 500 kilometres per day at 50c per kilometre.

Note: The Company must be notified and agree to any extension of the period of hire beyond that stated on Page I of the Master Rental Agreement in advance of the return date and time 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 in the direct employ of the hirer, or approved by the Company in writing.
- (b) A person who is not licensed 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 license details.
- (e) A person whose driver's license has been cancelled, endorsed or suspended within the last three years.
- (f) A person who has held a driver's license 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 being within 100kms of Darwin GPO unless expressly agreed to by the Company.
- (h) On unsealed roads or off road conditions unless authorised by us in writing or on the face of this agreement.
- (i) To carry persons for hire or to carry any inflammable, explosive or corrosive materials unless authorised in writing by the Company.
- (j) To propel or tow any vehicle, trailer, boat or other object unless the 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) To carry any animal or pet in the vehicle unless authorised in writing or on the face of this agreement.
- (m) For racing, pacemaking, reliability trials, speed trials, hill climbing or being tested in preparation for those purposes.
- (n) In a dangerous manner.
- (o) In contravention of any legislation or regulation controlling vehicular traffic or for any illegal purpose.

3. FINANCIAL OBLIGATIONS

----- Special Note: Joint hirers and all drivers are jointly and severally responsible under this agreement.

----- YOU ARE RESPONSIBLE FOR AND BY ENTERING INTO THIS MASTER RENTAL AGREEMENT YOU AUTHORISE THE COMPANY TO DEBIT THE CREDIT ACCOUNT

----- ARRANGED (and you will pay on demand any balance) WITH THE FOLLOWING CHARGES:

- (a) All rental charges specified on the individual rental agreements listed in Attachment 3 and attached to the Master Rental Agreement.
- (b) All charges claimed from the 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 Company.
- (c) All loss or damage to the motor vehicle (including loss of use) legal expenses, assessment fees, towing and recovery, consequential third party damage, storage and company service charges where
 - (i) any condition of this agreement, and in particular Condition 2, or any special condition within the Master Rental Agreement or individual Rental Agreement has been breached;
 - (ii) the vehicle is involved in a single vehicle incident (or not under the control of an authorised hirer at the time of loss) unless the Company waives such loss to a single vehicle incident liability amount shown in the Schedule (which amount will apply in addition to the standard liability charge noted in the Schedule.) A single vehicle incident is defined as any incident where the vehicle suffers loss or damage as a result of impact with any or all objects whether animate or inanimate except another vehicle which can be fully identified and all details provided.
 - (iii) you have left the vehicle unlocked or left the keys in the vehicle;
 - (iv) you have not kept the key secure and under your personal control;
 - (v) the underbody of the vehicle is damaged regardless of cause when no other vehicle is involved;
 - (vi) the vehicle is totally or partially immersed in water regardless of cause;
 - (vii) the interior of the vehicle is damaged regardless of cause when no other vehicle is involved;
 - (viii) the tyres of the vehicle are damaged other than by normal wear;
 - (ix) 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;
 - (x) you have failed to maintain all fluid and fuel levels or failed to immediately rectify or report to us any defect of which you become aware;
 - (xi) the vehicle is damaged by loading or unloading, other than normal wear.
 - (xii) your failure to secure properly any load or equipment which leads to loss caused by any part of said load or equipment.

----- **Special note:** If you have paid 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 due, you will immediately pay the full amount due to the company on demand.

4. DAMAGE COVER

----- If you act within the terms and conditions of this agreement the Company will grant damage cover (including legal costs incurred with our consent) for your benefit in respect of damages to the vehicle or third party damage other than any property owned by you (or any friend, relative, associate or passenger) or in your physical or legal control. This cover is subject to:

- (a) Your payment (per incident) of the damage/loss liability which does not include charges for remote area recovery which is additional to the Damage/Liability charge shown in the Schedule.
- (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.
- (c) Your not being covered under any policy of insurance.
- (d) Your providing such information and assistance as may be requested and, if necessary, authorising 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 or loss involving the vehicle while rented under this agreement to the Company location where the vehicle was hired and will deliver to the Company immediately, every summons, complaint or paper in relation to such loss. Compliance with this sub-paragraph does not excuse the hirer from reporting all incidents to police or other proper authorities.
- (b) You release and hold harmless the Company (and its agents and employees) from all claims for loss or damages to your personal property, or that of any other persons property left in the vehicle, or which is received, handled or stored by the company at any time before, during or after this rental period, whether due to the Company's negligence or otherwise.
- (c) Except as provided by law no driver or passengers in the vehicle shall be or deemed to be the agent, servant or employee in any manner for any purpose whatsoever.
- (d) THE COMPANY GIVES NO EXPRESS OR IMPLIED WARRANTY AS TO ANY MATTER WHATSOEVER INCLUDING WITHOUT LIMITATION THE CONDITION OF THE VEHICLE AND EQUIPMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
- (e) No right of the Company under this agreement may be waived except in writing by an officer of the Company.
- (f) Words used in this agreement to denote any gender shall include all genders, singular words include the plural and noted in the individual Rental Agreement.
- (g) All loss and damage per incident and each incident leading to loss or damage is subject to the damage liability charge per incident.

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 arrangements have been made and noted in the individual Rental Agreement or Schedule..

7. PERSONAL ACCIDENT INSURANCE (where applicable)

----- Where you accept Personal Accident by accepting the appropriate premium with charges to apply as per the rate agreed. Acceptance of those charges is deemed to be proof of coverage and confirmation of your agreement to accept the terms, conditions and benefits of the Personal Accident Insurance.
----- A copy of the policy is available for your inspection.

I HAVE READ AND UNDERSTOOD THIS PAGE AND ANY OTHER CONDITIONS CONTAINED WITHIN THE MASTER RENTAL AGREEMENT AND SIGNED IT BEFORE MAKING AN AGREEMENT TO HIRE ANY VEHICLE.