

## VEHICLE RENTAL AGREEMENT TERMS AND CONDITIONS

This is an Agreement between the prospective hirer identified on the rental agreement (you) and the Company identified on the rental agreement (the Company) to rent the motor vehicle described on the rental agreement including all accessories, tools, tyres and equipment and any replacement vehicle (the vehicle).

### 1. VEHICLE RENTAL 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 AND TYRE DAMAGE) together with all tools, tyres, accessories and equipment to the location specified on the rental agreement and on the date there specified (or sooner, if demanded by the Company). The Company may take possession of the vehicle without 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.

*Note:* The Company must be notified and agree to any extension of the period of hire beyond that stated on the rental agreement in advance of the return date and time. If the vehicle is not returned within 6 hours of the due time, it will be reported to the police as a stolen vehicle.

Vehicles displayed are for demonstration purposes only. Brands and models may vary and the vehicles are subject to availability at the time of rental.

### 2. UNAUTHORISED AND PROHIBITED USE

Persons who must not drive the rental vehicle:

- A person who is not identified on the rental agreement.
- A person who is not licensed for that class of vehicle.
- A person whose blood alcohol exceeds the lawful level or a person under the influence of a drug.
- A person who has given or for whom you have given a false name, age, address or driver's licence details.

Circumstances in which and/or for which the vehicle must not be used unless pre-arranged and authorized by us:

- Outside the area of use limitations shown on the rental agreement,
- On ungazetted roads or off road conditions
- To carry persons for hire or to carry any inflammable, explosive or corrosive materials.
- To propel or tow any vehicle, trailer, boat or other object
- To carry any greater load and/or more persons than is lawful.
- For racing, pace making, speed or reliability trials, hill climbing or being tested in preparation for those purposes.
- In a dangerous manner.
- In contravention of any legislation or regulation controlling vehicular traffic or for any illegal purpose.

### 3. FINANCIAL OBLIGATIONS

YOU ARE RESPONSIBLE FOR AND YOU AUTHORISE THE COMPANY TO DEBIT YOUR CREDIT CARD/DEPOSIT (and you will pay on demand any balance) WITH THE FOLLOWING CHARGES:

- All rental charges specified on the rental agreement.
- 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.
- All charges for repair to the vehicle including loss of use, legal expenses, assessment fees, towing and recovery, storage and company service charges where:
  - any condition of this agreement, and in particular Condition 2, or any special condition on the rental agreement has been breached;
  - the vehicle is involved in a single vehicle accident unless the Company waives such loss to an amount shown on the rental agreement;
  - the interior or underbody of the vehicle is damaged regardless of cause in a single vehicle accident;
  - you have left the vehicle unlocked, or not kept the key secure and under your personal control
  - the vehicle is totally or partially immersed in water regardless of cause;
  - the vehicle is damaged by driving it under or into an object lower than the height of the vehicle;
  - you have failed to immediately rectify or report to us any defect of which you become aware;
  - the seal of the odometer has been broken – excess kilometres of 300 kilometres per day will also be charged

d. Possible additional charges

- The vehicle has to be returned in a similar state of cleanliness as when it was picked up. **Cleaning** fees of at least \$33 will apply if the vehicle requires extensive cleaning.
- All vehicles are **non-smoking**. A \$66 cleaning fee will apply for cigarette smell or ash residue.
- The vehicle must be returned with the same amount of **fuel** as at the time of the commencement of the rental. If the vehicle is returned with less fuel you will be charged the cost of the fuel plus a re-fuelling fee as stipulated in the rental agreement.

- Roadside Assistance:** The company is a member of the RACQ and their 1800 number is on the key ring. You will be required to quote the registration and service number. **NOTE:** Running out of fuel, a flat battery due to negligence, locking the keys in the car and flat tyres are will incur a callout fee of \$66 payable to the Company.
- Accidents.** In case of damage to the vehicle you are liable for repair costs including loss of use, legal expenses, assessment fees, towing and recovery, storage and company service charges (subject to the loss/damage waiver below). All accidents must be reported to us before any repairs or salvage is undertaken. The accident damage form, which can be found in the glove box, **MUST** be carefully completed in the event of any incidents/accidents. Do not admit liability for any claim, loss or demand. An administration fee as specified on the rental agreement will apply if we have to handle correspondence or get quotes for repairs.
- Tyre and window damage.** Tyre repairs, lost or broken hubcaps, windows and windscreen damage are your responsibility, unless tyre/windscreen waiver has been purchased.
- Traffic Infringements and Unpaid Tolls.** An administration fee as specified on the rental agreement will apply if receive any traffic infringements or unpaid tolls incurred during your rental.

**Joint hirers, the credit card holder and all drivers are jointly and severally responsible under this agreement.**

*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 organization who or which fails make payment when due, you will immediately pay the full amount due to the Company on demand.

### 4. LOSS/DAMAGE WAIVER

If you act within the terms and conditions of this agreement the Company will grant a loss/damage waiver (including legal costs incurred with our consent) for your benefit in respect of damage 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 waiver is subject to:

- Your payment of the minimum damage or loss of use charge stated on the rental agreement.
- You 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 on the rental agreement.
- You not being covered under any policy of insurance.
- You providing such information and assistance as may be requested and, if necessary, authorizing the Company insurer to bring, defend or settle legal proceedings, but the Company shall have sole conduct of the proceedings.

### 5. GENERAL PROVISIONS

- You will promptly report any accident 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 an accident to police or other proper authorities.
- You release and hold harmless the Company (and its agents and employees) from all claims for loss or damage to their personal property, or that of any other person left in the vehicle, 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. Any lost property found in the vehicle will be stored for 30 days and will then be disposed of to a local charity.
- Baby seat and roof rack installation. Baby seat/capsule and roof rack installation is the responsibility of the hirer. The Company accepts no responsibility for incorrectly installed items.
- Except as provided by law no driver or passenger in the vehicle shall be or deemed to be the agent, servant or employee of the Company in any matter for any purpose whatsoever.
- THE COMPANY GIVES NO EXPRESS OR IMPLIED WARRANTY AS TO ANY MATTER WHATSOEVER INCLUDING WITHOUT LIMITATION THE CONDITION OF THE VEHICLE AND EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
- No right of the Company under this agreement may be waived except in writing by an officer of the company.

### 6. PRIVACY

We at Brisbane rent a Car are committed to protecting your privacy. We collect personal information in order to process the rental agreement.

I HAVE READ, UNDERSTOOD AND ACCEPTED THE TERMS AND CONDITIONS, BEFORE MAKING ANY AGREEMENT TO HIRE ANY VEHICLE.

\_\_\_\_\_  
(Signature 1) (Print Name) (Signature 3) (Print Name)

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(Signature 2) (Print Name) (Signature 4) (Print Name)