

VEHICLE RENTAL AGREEMENT / TAX INVOICE

Adelaide Truck & Bus Rentals MOVING? DO IT YOURSELF & SAVE 1300 (UMOVEIT) 1300 866 834 <small>ABN 41 121 847 434</small> 31 Sherriffs Road LONSDALE SA 5160 www.adelaidetruckbusrental.com.au National Road Side Assist 1300 369 349				Reg No.		HIRER'S CAR	
				Model		REGO	
						KM	
						MAKE	
				Km Out		FUEL	
				Km In		OUT Date / / Time AM/PM	
				Total		CHECKED OUT	
				Less Allow		DUE IN Date / / Time AM/PM	
				Extra Km		ACTUAL IN Date / / Time AM/PM	
				Per Day Km Allow		CHECKED IN	
Extra Kmper Km							
Failure by the Hirer to return The Vehicle when due will result in the immediate forfeit of the bond, and an additional charge equal to double the daily hire fee will apply for every day, or part thereof that The Vehicle remains overdue. Should the invoice remain in arrears for a period of over thirty (30) days, The Company: • Reserves the right to suspend or terminate the supply of Vehicles/Services to the Hirer. • The Company will not be liable to the Hirer for any loss or damage the Hirer suffers because The Company exercised its rights under the clause.							
TRADING HOURS Monday - Friday 7:30am - 6pm Public Holidays 4pm - 6pm SAT 7:30am - 12:00pm & 4pm - 6pm SUN 4pm - 6pm							
INSURANCE EXCESS \$							
REDUCED LIABILITY		ACCEPT		DECLINE			
This cover is separate to any other cover you wish to purchase and is only for overhead damage OVERHEAD LIMITED LIABILITY INSURANCE EXCESS \$							
REDUCED LIABILITY		ACCEPT		DECLINE			
Hirer/Joint Hirer Full Name			Date of Birth / /				
Address (1)			HIRERS MAY BE RESPONSIBLE FOR ADDITIONAL SINGLE VEHICLE INCIDENT LIABILITY (SEE CONDITION 4c (ii) ON PAGE 2)				
Postcode							
Licence No.		State				Expiry Date / /	
Postal Address							
Mobile		Phone					
Authorised Driver			Date of Birth / /				
Address (2)			DEPOSIT Cash \$ Credit Card \$ BOND Cash \$ Credit Card \$ TROLLEY / RUGS / ROPES Cash \$ Credit Card \$ LOWER INSURANCE EXCESS Cash \$ Credit Card \$ OVERHEAD LIMITED LIABILITY Cash \$ Credit Card \$ RENTAL Cash \$ Credit Card \$ TOTAL \$ REFUND \$ DATE / / REFUND RECEIVED SIGN				
Postcode							
Mobile		Phone					
Licence No.		State				Expiry Date / /	
Company/Name/AGENT DETAILS / 3rd Driver							
Address (3)			CHARGES A/PORT DROP OFF/PICKUP Cash \$ Credit Card \$ LATE RETURN x\$ Daily x\$ Km x\$ Fuel x\$ LOWER INSURANCE EXCESS x\$ O/H LIMITED LIABILITY EXCESS x\$ TOTAL LESS BOND BALANCE/ REFUND DUE Amount Taken TROLLEY RUGS				
Postcode							
Licence No.		State				Expiry Date / /	
Ph. No.		Fax. No.					
Contact		Order No.					

SPECIAL CONDITIONS

- On return a full tank of fuel and a receipt is required as proof of refuelling
- Overhead damage to vehicle not covered by insurance. Hirer's will incur an overhead liability levy of \$2500.00 Additional charges/repair costs will apply.
- Overloading is hirer responsibility.

I HAVE READ, UNDERSTOOD AND HEREBY ACCEPT THE TERMS AND CONDITIONS ON THE REVERSE PAGE (PAGE 2) AS WELL AS THIS PAGE, AND THAT ALL DETAILS PROVIDED ARE TRUE AND CORRECT.

SIGNATURE:

DATE:/...../.....

SIGNATURE:

SIGNATURE:

OFFICE USE ONLY

PREPARED BY

REFUNDED BY

This is an Agreement between the Hirer ("You") and the Company ("The Company") identified on Page 1, to rent the motor vehicle ("The Vehicle") described on Page 1 including all its accessories, tools, tyres and equipment as well as any replacement vehicle.

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 there has been a breach of any terms or conditions of this Agreement or The Vehicle is illegally parked, used in violation of the law or is apparently abandoned. If the seal of the odometer is broken, or otherwise tampered with You will be responsible for not only an extra charge based on 500 kms per day at 50¢ per kilometre, but also for any cost of repairing or replacing the odometer.

NOTE: If there is to be any extension of the period of hire beyond that stated on 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.

2. Persons who must not drive The Vehicle

- (a) A person who is not identified on Page 1 as either the Hirer, Joint Hirer or Authorised Driver;
- (b) A person who is not licensed to drive the hired class of vehicle;
- (c) A person whose blood alcohol concentration exceeds the lawful percentage whilst driving The Vehicle;
- (d) A person who is driving The Vehicle whilst under the influence of a drug;
- (e) A person who has given or for whom You have given a false name, age, address or driver's licence details;
- (f) A person whose driver's licence has been cancelled, endorsed or suspended within the last three years;
- (g) A person who has held a driver's licence for any class of vehicle for less than two years;
- (h) A person who uses or intends to use The Vehicle for an illegal purpose.

3. Circumstances where The Vehicle must not be used

- (a) Any area outside the **Area of Use** shown on Page 1;
- (b) Any unsealed roads or off-road conditions unless authorised by The Company in the **Area of Use** on Page 1;
- (c) The carriage of any persons for hire or the carriage of any inflammable, explosive or corrosive materials;
- (d) Pushing or towing any vehicle, trailer, boat or other object unless The Company has authorised such use in writing;
- (e) The carriage of any greater load and/or persons and/or for a purpose other than for which The Vehicle was designed and constructed;
- (f) The carriage of any animal in The Vehicle unless authorised in writing or noted on Page 1 in **SPECIAL CONDITIONS**;
- (g) The use of The Vehicle for racing, pacemaking, reliability trials, speed trials, hill climbing or being tested in preparation for those activities;
- (h) The use of The Vehicle in a dangerous manner;
- (i) The use of The Vehicle in contravention of any legislation or regulation controlling vehicular traffic.

4. Obligations of the Hirer/Joint Hirer/Authorised Driver

NOTE: The Hirer/Joint Hirer and Authorised Driver are jointly and severally liable for compliance with the terms and conditions of the Agreement. By entering into this Agreement You are responsible for and irrevocably authorise 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:

- (a) The rental charges specified on Page 1;
- (b) 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;
- (c) All loss or damage to The Vehicle (including the loss or use of The Vehicle), legal expenses, assessment fees, towing and recovery, consequential third party damage, storage and company service charges where:
 - (i) Any term or condition of this Agreement has been breached;
 - (ii) The Vehicle is involved in a single vehicle incident unless The Company waives such loss to the **Single Vehicle Incident Liability** amount shown on Page 1 (which amount will apply in addition to the **Standard 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 of which have been provided by You or on your behalf to The Company;
- (iii) You have left The Vehicle unlocked or left the keys in The Vehicle;
- (iv) You have failed to keep the key secure and under your personal control;
- (v) The under body of The Vehicle is damaged regardless of cause except where there is a collision with another vehicle;
- (vi) The Vehicle is totally or partially immersed in water regardless of the cause;
- (vii) The interior of The Vehicle is damaged regardless of the cause except where there is a collision with another vehicle;
- (viii) The tyres of The Vehicle are damaged other than by normal wear and tear;
- (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 of The Vehicle 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;
- (xi) The Vehicle is damaged by loading or unloading, normal wear and tear excepted;
- (xii) 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;
- (xiii) You use The Vehicle as an articulated vehicle unless agreed to by The Company in **SPECIAL CONDITIONS** on Page 1;
- (xiv) The exterior of The Vehicle is damaged regardless of cause except where there has been a collision with another vehicle;

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 accounts or charges payable in accordance with this Agreement, such interest to be computed from the end of the rental period.

5. Damage Cover

Provided You and/or the Authorised Driver act within the terms and conditions of this Agreement, You and/or the Authorised Driver will receive the benefit of The Company's insurance cover with its insurer in respect of damage to The Vehicle and/or damage to any third party property other than damage to any property owned by You (including any friend/relative, associate or passenger) in your physical or legal control (cover also includes your legal costs incurred with the insurer's written consent). This cover is also subject to:

- (a) You paying the **COLLISION DAMAGE/LOSS LIABILITY CHARGE** on Page 1;
- (b) You and/or the Authorised Driver not having breached any terms and conditions of this Agreement;
- (c) You and/or the Authorised Driver not being covered under any other policy of insurance; and;
- (d) You providing such information and assistance as may be requested by The Company's insurer or anyone acting on behalf of The Company's Insurer.
- (e) Any incident or accident involving loss or damages to our Vehicle or involving an incident/accident with another vehicle/third parties whilst rented under this Agreement, The Hirers and/or Authorised Drivers shall promptly report such incident immediately to The Company at the location where The Vehicle was hired. Upon return of The Vehicle a company accident report form must be filled in. The Hirers and/or The Authorised Drivers non-compliance of these terms will void insurance cover from our insurance company. All damages and losses will be at Hirers/ Drivers responsibility/cost.

If cover is provided then The Company's insurer may bring, defend or settle any legal proceedings in its sole discretion and The Company's insurer shall have the sole conduct of any proceedings. Any such proceedings shall be brought or defended in your name or the name of the Authorised Driver.

6. General Provisions

- (a) If there is any incident involving loss or damage to The Vehicle or involving The Vehicle while rented under this Agreement, You and/or the Authorised Driver shall promptly report such incident to The Company at the location where The Vehicle was hired as well as delivering to The Company immediately upon receipt by You and/or the Authorised Driver, every summons, complaint or paper in relation to such incident involving such loss or damage. You and/or the Authorised Driver must also report all incidents to the police or other proper authority;
- (b) You and/or the Authorised Driver 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, handed or stored by The Company at any time before, during or after the rental period, whether due to The Company's negligence or otherwise;
- (c) You and/or the Authorised Driver acknowledge that The Company relies on the truth of Your/the Authorised Driver's representations in this Agreement;
- (d) You and/or the Authorised Driver will not refuse or fail to take any blood analysis or breath test requested by the police;
- (e) Except as provided by law, no driver or passengers in The Vehicle shall be or deemed to be the agent, servant or employee of The Company in any manner for any purpose whatsoever;
- (f) The Company gives no express warranty in relation to The 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 an implied condition or warranty The Company limits its liability to replacement, repair or re-supply of The Vehicle. All other warranties, conditions and other obligations which may be otherwise implied are expressly excluded in their entirety. The Company is not liable to You and/or the Authorised Driver for any indirect, special, incidental or consequential damages relating to this Agreement;
- (g) No right of The Company under this Agreement can be waived except by in writing of an authorised officer of The Company;
- (h) Words used in this Agreement to denote any gender shall include all genders, singular words including the plural, and noted on Page 1;
- (i) Notwithstanding any other provision in this Agreement, a goods and services tax (GST) or any similar tax, stamp duty or any other 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 this Agreement or in relation to the use or the likely use of any roads, facilities or other infrastructure by You and/or the Authorised Driver or in relation to the provision of rental or other services to You or the Authorised Driver. The Company may in addition to the rate, price or any other amount or consideration quoted or expressed as payable elsewhere in this Agreement, recover from You and/or the Authorised Driver an additional amount on account of the charge. Any additional amount on account of the charge shall be calculated without any deduction or set-off of any other amount and is payable to The Company upon demand;
- (j) You and/or the Authorised Driver acknowledge that your interest in The Vehicle is as 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;
- (k) You and/or the Authorised Driver agree to indemnify The Company from and against any or all claims, demands, actions, liabilities, losses, costs and expenses (including but not limited to legal costs on an indemnity basis) incurred by The Company as a consequence of the failure for whatever reason of the due and punctual performance of your obligations under this Agreement.
- (l) You acknowledge that The Company has not in any way represented itself to You as an entity carrying on the business of insurance;
- (m) You and/or the Authorised Driver must not at any time admit liability for any claim, loss or demand and agree that if such admission is made by You and/or the Authorised Driver then that is a breach of this Agreement.

7. 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 on Page 1.

Hirer's Names _____ Hirer's Address _____ Phone No. _____

Mobile No. _____ Email _____ Driver's Licence No. _____ Licence expiry date _____

Employers name _____ Employers Phone No. _____

Rego of hirer's own car _____ Make & Model _____ Colour _____

CONTACT FRIENDS/NEIGHBOURS OR RELATIVE IN CASE OF EMERGENCY AND FOR REFERENCE PURPOSES

Name _____ Address _____

Phone No. _____ Mobile _____

- IF PAYMENT OF BOND IS MADE BY CREDIT CARD/DEBIT CARD, THE CARD HOLDER MUST BE THE HIRER/JOINT HIRER ON THE CONTRACT OR INSURANCE WILL BE VOID. MANAGEMENT RESERVES THE RIGHT TO REFUSE HIRE OF THE VEHICLE
- ALL HIRERS/DRIVERS MUST BE BETWEEN 21 AND 75 YEARS OF AGE TO HIRE/DRIVE OUR VEHICLES AND MUST PROVIDE ORIGINAL DRIVERS LICENCES FOR COPYING. HIRERS/DRIVERS MUST SIGN OUR TERMS & CONDITIONS OTHERWISE INSURANCE WILL BE VOID AND ALL DAMAGES WILL BE AT HIRERS/DRIVERS COST
- ONLY NOMINATED HIRER/DRIVERS LISTED ON OUR HIRE CONTRACT CAN DRIVE OUR VEHICLES OR INSURANCE WILL BE VOID.
ALL COSTS INCURRED SUCH AS (BUT NOT LIMITED TO) THE INSURANCE EXCESS, FINES, ANY LEGAL COSTS ETC WILL BE AT THE HIRER/DRIVERS EXPENSE.
- **NO ANIMALS TO BE TRANSPORTED IN VEHICLE (charge of \$50 cleaning fee). ALL VEHICLES TO BE RETURNED IN A CLEAN AND TIDY STATE (\$50 cleaning fee)**
- OVERLOADING OF VEHICLE OR TOWING OVER LEGAL LIMITS WILL VOID INSURANCE
- CARRYING OF DANGEROUS ITEMS e.g. CORROSIVE SUBSTANCES, FLAMMABLE LIQUIDS ETC. IS PROHIBITED. INSURANCE WILL BE VOID. DAMAGES WILL BE CHARGED TO HIRER/DRIVER
- A LOG BOOK IS REQUIRED IF HIRING 22 SEATER BUS & TRAVELLING FURTHER THAN 100KM FROM YOUR BASE
- ALL MECHANICAL REPAIRS/BREAKDOWNS OR TYRE ISSUES (e.g. puncture, blow outs, tyre replacements) MUST BE APPROVED BY HEAD OFFICE BEFORE ANY ACTION IS TAKEN OR IT WILL BE AT HIRERS/DRIVERS EXPENSE
- DO NOT DRIVE ON FLAT/PUNCTURED TYRES OR HIRER/DRIVER WILL BE PAYING FOR REPLACEMENT & OR REPAIRS COSTS
- ALL SPEEDING AND PARKING FINES WILL BE CHARGED TO THE HIRER PLUS AN ADMINISTRATION PROCESSING FEE \$50.00
- ALL BOND REFUNDS WILL BE REFUNDED IN THE SAME MANNER AS THEY WERE PAID. ELECTRONIC REFUNDS MAY TAKE UP TO 5 WORKING DAYS DUE TO BANKING SYSTEMS.
- ADDITIONAL FEES AND CHARGES WILL BE INCURRED FOR LATE RETURNS
- ALL OUR TRUCKS ARE WIND AND WATER RESISTANT, NOT WATER PROOF. ALL BELONGINGS MUST BE PROPERLY PACKAGED, WRAPPED AND SECURED TO PREVENT WATER AND ENVIRONMENTAL DAMAGE. USE PACKING MATERIALS TO PREVENT DAMAGES. IE PLASTIC, TARPS, SHRINK WRAP, FURNITURE BLANKETS, ETC.
- NO REFUND, REIMBURSEMENT, DISCOUNT OR CREDIT ON EARLY RETURNS.
- FOR VEHICLES FITTED WITH THE FOLLOWING: CD PLAYERS/RADIOS, AIR CONDITIONING, CB & UHF RADIOS, SPOT LIGHTS/DRIVING LIGHTS ETC, THE COMPANY DOES NOT WARRANT THE ACCESSORIES WILL WORK EFFECTIVELY FOR THE DURATION OF YOUR RENTAL. YOU WILL NOT BE ENTITLED TO A REFUND OR COMPENSATION IN WHOLE OR IN PART FOR FAILURE OF THESE ITEMS.
- UNDER NO CIRCUMSTANCES ARE OUR VEHICLES TO BE USED TO TOW ANYTHING, UNLESS AUTHORISED ON YOUR CONTRACT. INSURANCE COVER WILL BE VOID FOR FAILURE TO COMPLY.
- 4.4 TONNE GVM TRUCKS WHICH CAN BE DRIVEN ON A CAR LICENCE CAN ONLY CARRY A COMBINED WEIGHT OF 500KG (1/2 TONNE) IN PAYLOAD AND PASSENGERS. OVERLOADING IS HIRER/DRIVERS RESPONSIBILITY.
- THERE IS NO COVERAGE FOR VEHICLES DRIVEN & OR PARKED ON UNSEALED SURFACES. YOU ARE NOT OFFERED ANY COVERAGE FOR ANY INCIDENTS THAT OCCUR WHILST BEING DRIVEN & OR PARKED ON ANY SURFACE DEFINED AS UNSEALED. THIS MEANS DIRT ROADS, PARKS, GRASS, LAWNS, SAND & BEACHES & OTHER SURFACES OF THE LIKE. IF IT IS FOUND THAT YOU HAVE USED THE VEHICLE AT ANY PERIOD OF YOUR RENTAL BEYOND THE DISTRICT ALLOWABLE UNDER YOUR CONTRACT, YOU MAY, AT THE DISCRETION OF THE COMPANY, BE CHARGED AT THE HIGHEST DAILY RATE UNDER THAT CATEGORY OF RENTAL, PLUS A PENALTY OF \$100 PER DAY, OR YOUR CONTRACT REVOKED & ALL COVER THAT MAY HAVE BEEN OFFERED BY THE COMPANY REVOKED FOR BREACH OF CONTRACT.
- **THE FOLLOWING CHARGES WILL APPLY IF ITEMS ARE MISSING, UNRETURNED OR NON COMPLIANCE OF TERMS**
- \$40 PER RUG; \$195 FOR TAIL GATE CONTROLLER; \$100 PER TROLLEY; \$250 PER STAIRCLIMBER/PIANO TROLLEY; ALL VEHICLES ARE NON SMOKING: (\$50.00 cleaning & deodorizing fee for non compliance); REAR OF TRUCK TO BE SWEPT (\$10.00 cleaning fee);
- **HIRER/DRIVER WILL BE CHARGED FOR OVERHEAD DAMAGE, UNDERBODY DAMAGE AND WATER DAMAGE TO THE VEHICLE, AS THIS IS NOT COVERED IN OUR RENTAL INSURANCE POLICY.** Hirer/Drivers will incur an overhead liability levy of \$2500.00, and additional charges/repair costs will apply to our vehicle & any third party property.
- 'Overhead Damage' means damage to The Vehicle or property of any third party caused by The Vehicle coming into contact with anything above the top of the door seal & the top of the front and back windcreens;
- 'Underbody Damage' means damage to The Vehicle caused by The Vehicle coming into contact with anything below the bottom of the door seal and the bottom of the front and rear bumper bars.

The hirer's property, including any friends/relatives, associates and passengers property in your physical or legal control

ARE NOT COVERED BY OUR INSURANCE. You must organise your own insurance.

Adelaide Truck & Bus Rentals is not responsible for any loss or damage of any property not belonging to The Company.

YOU MUST RETURN VEHICLES WITH A FULL TANK OF FUEL

**** A HIGHER PREMIUM PRICE IS CHARGED FOR OUR DIESEL FUEL \$2.50 PER LITRE ****

**** A HIGHER PREMIUM PRICE IS CHARGED FOR OUR PETROL \$3.00 PER LITRE ****

THREE FORMS OF ID MUST BE PRESENTED & WILL BE COPIED & KEPT ON FILE

YES / NO **HIRER/DRIVERS ARE BETWEEN THE AGE OF 21 & 75 YEARS OF AGE PLEASE CIRCLE**

YES / NO **HIRER/DRIVERS HOLD A CURRENT DRIVERS LICENCE PLEASE CIRCLE**

I HAVE READ, UNDERSTOOD & HEREBY ACCEPT THE TERMS & CONDITIONS ON THE FRONT AND REVERSE. ALL INFORMATION IS TRUE & CORRECT. IF NOT CORRECT OR NON COMPLIANT, INSURANCE CAN BE VOID & LIABILITY OF DAMAGES WILL BE AT HIRER/DRIVERS RESPONSIBILITY.

HIRERS NAME _____ HIRERS SIGNATURE _____ DATE __/__/__

DRIVERS NAME _____ ADDITIONAL DRIVER SIGNATURE _____ DATE __/__/__

DRIVERS NAME _____ ADDITIONAL DRIVER SIGNATURE _____ DATE __/__/__

1. Interpretations

For the purpose of this agreement, and unless stated otherwise,

- a. "The Company" shall mean Rotena Pty Ltd, Trading as Adelaide Truck and Bus Rentals, and its related corporations and their respective officers, employees, agents and contractors.
- b. "Hirer" shall mean the organisation or individual named on the rental agreement, tax invoice, or any other documentation produced in relation to this agreement, or any person acting on behalf of and with the authority of the Hirer.
- c. "Price" shall mean the cost of the Hire as agreed between the Company and the Hirer subject to clause 4 of this agreement.
- d. "Vehicles" shall mean any and all Vehicles supplied by the Company to the Hirer.
- e. "Services" shall mean all Services supplied by the Company to the Hirer and includes Installation, and any other Services outlined on any quote, invoice, purchase order, or any other documentation produced in relation to this agreement including any recommendations and advice.

2. Jurisdiction

- a. This agreement shall be governed by and construed in accordance with the laws of the State of South Australia.
- b. The Buyer submits to the jurisdiction of the Courts of South Australia.

3. Offer and Acceptance

- a. Any requests from the Hirer to the Company for the supply of Vehicles, either verbal, or in writing, and/or the Hirer's signature on the rental agreement, tax invoice, or any other document supplied by the Company to the Hirer shall constitute acceptance of the terms and conditions contained herein.
- b. Where more than one Hirer has entered into this agreement, the Hirers shall be jointly and severally liable for all payments of the Price.
- c. Once accepted, these terms are binding, and may only be altered or revoked, with the written consent of the Company.
- d. None of the Company's related corporations or their respective officers, employees, agents, contractors, or representatives are authorised to make any, conditions or agreements not expressed in writing by the Company, nor is the Company bound by any such unauthorised statements.

4. Vehicles

The Vehicles being hired are as described on the vehicle rental agreement which must be completed before commencement of the hire.

5. Price

- a. The Hirer agrees to pay the Company, the price of the hire, within the agreed time for payment.
- b. The Price will be determined by the Company's current price list at the time of the hire, or indicated on the Hire Agreement, purchase order forms, or any other documentation as provided by the Company to the Hirer.
- c. The Company's quoted price will be binding for the Company for a period of thirty (30) days after the date of the quotation.
- d. Any variation from the original agreed duration of the hire must be agreed to by the Company and will be charged at the current daily hire fee as set by the Company.
- e. GST Conditions will apply to all Vehicles hired and services supplied.

6. Payment Terms

- a. A bond, as set by the Company is required before the commencement of any hire of any vehicle, and will be indicated on the vehicle rental agreement
- b. At the Company's sole discretion, a booking fee may apply to the Hire of any vehicle.
- c. Payment in full is required upon return of the Vehicles.
- d. The Hirer hereby authorises the Company to debit its credit card for the value of any amounts which remain outstanding after the Vehicle has been returned to the Company.
- e. Payment will be made by cash, cheque, direct deposit, or by any other method as agreed to between the Hirer and the Company.

7. Delivery Of Vehicles

- a. The Hirer shall be responsible for making all necessary arrangements to take delivery of the Vehicles.
- b. Delivery of the Vehicles to any third party nominated by the Hirer, (including carriers), is deemed to be delivery to the Hirer for the purposes of this agreement.
- c. The failure of the Company to deliver a vehicle does not void this contract.
- d. Should the Company fail to deliver all or part of the Vehicles, the Company shall not be liable for any loss or damage incurred by the Hirer, or any of the Hirers agents, customers, related companies, or contractors.
- e. Should the Company need to arrange carriage for the Vehicles, any additional costs incurred by the Company, including insurance shall be added to the price, and will be due and payable on the agreed date for payment.

8. Scheduled Maintenance

The hirer shall be responsible for returning the vehicle to the premises of the Company for any scheduled maintenance as outlined in the Hire Agreement for the duration of the Hire.

9. Notification of Defects

- a. The Hirer shall inspect the Vehicles upon delivery and notify the Company immediately of any alleged defect, or failure to fulfil the quote. The Company will be given access to any Vehicles within a reasonable time after delivery in order to inspect any alleged defects in the Vehicles.
- b. Should the Hirer fail to give such notification, the Vehicles will be deemed to be in compliance with the quote, and free from any defects whatsoever.

10. Warranties/Breakdown

1. Subject to the conditions of warranty being met, the Company warrants that should any fault or defect in the Vehicles become known to the Hirer, and reported to the Company during the hire, the Company will, at its sole discretion, repair or replace the Vehicles, or refund the balance of the Hire fee.
2. The Company accepts no liability whatsoever, other than for any workmanship associated with the supply of the Vehicles.
3. When the Company has agreed in writing that the Hirer is entitled to claim under warranty, the Company's liability is limited to (at the Company's discretion), replacing the Vehicles or refunding the Hire fee.

11. Conditions of Warranty

- a. The Company's warranty will not be applicable in a situation where;
 - The Hirer has failed to follow instructions supplied by the Company in relation to proper use of the Vehicles.
 - The Vehicles or Services have been used in a manner other than their original intended use.
 - The Hirer fails to maintain the Vehicles in a condition fit for their intended purpose.
 - The Vehicles continue to be used after any fault or defect has become known to the Hirer, or would have become known to a reasonable person.
 - The defect or fault has occurred from reasonable wear and tear in use.
 - The defect or fault has occurred as a result of circumstances beyond the control of either the Hirer or the Company.

- b. The Company accepts no responsibility for loss or damage to the Hirer, financial or otherwise, arising from a delay in the time taken for the Company to replace or repair any Vehicles covered by the warranty.

- c. The warranty will become void if any maintenance or alteration is made to the Vehicles without the Company's knowledge and consent.

12. Hirer's Disclaimer

- a. The Hirer hereby disclaims any right to cancel the contract, or to seek compensation for loss or damages arising from any misrepresentation made to them by the Company, or any related corporations of the Company, and their respective officers, employees, agents and contractors.
- b. The Hirer acknowledges that they Hire the Vehicles relying solely upon their own skill and judgement.

13. Default

- a. Should the Hirer fail to pay any invoice when due, the Hirer will be responsible for any additional costs associated with recovery of the outstanding amounts, including but not limited to the cost of a solicitor, and any cost incurred by the Company's nominated debt collection agency.
- b. Interest on overdue invoices will be charged from the date when payment becomes due and will be charged at a rate equal to that incurred by the Company from their financial institution for the provision of credit, and shall accrue at such a rate until payment in full is received from the Hirer.

c. Failure by the Hirer to return the Vehicle when due will result in the immediate forfeit of the bond, and an additional charge equal to double the daily hire fee will apply for every day, or part thereof that the Vehicle remains overdue.

- d. Should the invoice remain in arrears for a period of over thirty (30) days, the Company;
 - Reserves the right to suspend or terminate the supply of Vehicles/Services to the Hirer.
 - The Company will not be liable to the Hirer for any loss or damage the Hirer suffers because the Company exercised its rights under this clause.

14. Retention of Title

- a. The Company retains complete property and title in the Vehicles being hired at all times. It is further agreed that:
 - b. Should the Hirer fail to return the Vehicles to the Company upon such notice, the Company, without prejudice to any of its other rights and remedies under this agreement, reserves the right of entry to the Hirers' premises or any other premises where the Vehicles may be stored, by its servants or agents for the purpose of recovering the Vehicles, and any cost incurred as a result of such action will be the responsibility of the Hirer.

15. Insurance

- a. **The Hirer shall be responsible for the standard insurance excess of \$2500 which applies in case of an insurance claim being made.**
- b. **A lower insurance excess of \$800 is available in exchange for an additional \$30 per day.**
- c. In certain situations, the hirer will be solely responsible for any damage caused or incurred as a direct or indirect result of hiring any vehicle. These situations include, but are not limited to;
 - Any situation where the Hirer has acted in a negligent manner.
 - Any situation where the driver of the Vehicle is not the authorised driver named on the rental agreement.
 - Where the driver of the vehicle is under the age of 21.
 - Where the driver of the vehicle has a drug or alcohol reading which exceeds current legal limits.
 - Where the vehicle was being used for an illegal purpose.
 - The passengers or load being carried is in excess of the manufacturers specifications.
 - **The Hirers property including any friends/relative, associates or passengers in your physical or legal control ARE NOT COVER BY OUR INSURANCE. You must organise your own insurance.**

16. Cancellation

- a. The Company may cancel delivery of Vehicles/Services at any time before delivery by giving written notice to the Hirer either verbal, or in writing.
- b. The Company shall not be liable for any direct, indirect, special, or consequential loss or damage whatsoever arising from such cancellation.
- c. At the Company's sole discretion, the Hirer may cancel the Hire of Vehicles by giving written notice to the Company not less than five (5) days prior to the booking date. Failure to provide such notice will result in the Hirer forfeiting their booking fee and or deposit to the Company.

17. Limitation of Liability.

- a. The liability of the Company to the Hirer for any reason related to the performance of the Vehicles under this agreement shall be limited to the amount paid by the Hirer to the Company pursuant to this agreement.

18. Privacy Act 1988

- a. The Hirer hereby gives consent to the Company obtaining a credit report to collect overdue payment on commercial credit (Section 18K (1) (h) Privacy Act 1988).
- b. The Hirer acknowledges that the information they supply may be given to a credit reporting or debt collection agency in the event that the Hirer is in default for payment to the Company.
- c. The Hirer acknowledges that the information they supply may be given to Adelaide Truck and Bus Rental's insurance company in the event of an insurance claim being made.
- d. The Hirer agrees that Individual Data provided may be used and retained by the Company for the following purposes and for other purposes as agreed to between the Hirer and Company or required by law from time to time:
 - Provision of Vehicles/Services
 - Marketing of Vehicles/Services by the Company, its agents, distributors, or contractors.
 - Processing of any payment instructions, direct debit facilities and/or credit facilities requested by Hirer.
 - Collection of amounts outstanding in the Hirer's account by the Company's nominated Collection agent or solicitor.

19. The Commonwealth Trade Practices Act 1974 and Fair Trading Acts

- a. Nothing contained in these Terms and Conditions is intended to contract the Company out of any conditions, warranties, rights or remedies which the Hirer may have pursuant to the Commonwealth Trade Practices Act 1974 or other legislation except to the extent permitted by those acts.

20. General

- a. The Company assumes no responsibility for changes in the laws of South Australia which may affect the supply of Vehicles/Services under this agreement.
- b. The Company may sub-contract part or all of its obligations under this agreement without the Hirer's consent.
- c. No parties to this agreement shall be liable for any breach of any provisions of this contract arising from an act of God, natural disaster, terrorism, war, or any other occurrence beyond the control of any party.
- d. If any Terms or Conditions contained in this document are found to be unenforceable for reasons of validity or legality, the remaining provisions shall not be affected in any way whatsoever

SIGNATURE _____

DATE _____