

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 vehicle described on Page 1 including all accessories, tools, tyres and equipment and any replacement vehicle (the vehicle).

RATES AND CONDITIONS

1. Rates and conditions quoted in our brochures and/or documentation and/or web site are subject to change without notice. (Subject to changes to legislation or errors we will not alter rates to your rental once your booking has been confirmed).

VEHICLE CONDITION AND RETURN

2. The vehicle is delivered to you in good working condition and with the seal odometer unbroken. You agree to return the vehicle in the same condition (except for ordinary wear and tear). The Company may take possession of the vehicle without prior demand and at your expenses if it is illegally parked, used in violation of the law or of this agreement or if apparently abandoned. If the seal of the odometer is broken the person responsible will be reported to the appropriate authority and you are responsible for extra charges based on 500 kilometres per day @ 0.40cents per kilometre.

Note: The Company must be notified and agree to any extension of the period of hire beyond that stated on Page 1 of this Agreement and in advance of the return date as indicated on Page 1 or the vehicle will immediately be reported as stolen.

UNAUTHORISED AND PROHIBITED USE

3. (a) A person who is not indicated on Page 1, or who has not been identified to the company or approved by the Company in writing.
(b) A person who is not licenced for that vehicle
(c) A person who is under the influence of substance and exceeds the lawful percentage.
(d) A person who has given or for whom you have given a false name, age, address or driver's licence details.
(e) A person who is not on an unrestricted Open licence over the age of 21 years.

CIRCUMSTANCE IN WHICH AND/OR FOR WHICH THE VEHICLE MAY NOT BE USED

- (f) On unsealed roads or off road conditions, unless authorised by us in writing.
(g) To carry any greater load and/or more persons than is lawful or use in a manner for a purposes other than for which it was designed and constructed.
(h) In a dangerous manner.
(i) In contravention of any legislation or regulation controlling vehicular traffic or for any illegal purpose.

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 THE AGREEMENT ON PAGE 1 YOU AUTHORISE THE COMPANY TO DEBIT YOUR CREDIT CARD/DEPOSIT (and you will pay on demand any balance) WITH THE FOLLOWING CHARGES:

4. (a) All rental charges specified on Page 1.
(b) All loss or damage to the motor vehicle (including loss of use), Third Party Damages, legal expenses, assessment fees, towing and recovery, storage and company service charges where:
 - (i) Any condition of this Agreement and in particular condition 3 or any special condition on Page 1 has been breached.
 - (ii) The vehicle is involved in a single vehicle incident. A single vehicle incident is defined as any incident suffers loss or damage as a result of an impact with any or all objects animate or inanimate except another vehicle which has been 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 key secure and under your personal control.
 - (v) The under body of the vehicle is damage regardless of cause when no other vehicle is involved.
 - (vi) The vehicle is totally or partly immersed in water regardless of cause.
 - (vii) The interior of the vehicle is damaged regardless of the cause when no other vehicle is involved.
 - (viii) The tyres of the vehicle are damaged other than by normal ware.
 - (ix) The vehicle is damaged by driving it under or into an object lower than the height of the vehicle.
 - (x) You have failed to maintain all fluid levels or failed to immediately rectify or report to us any defect which you became aware.
 - (xi) The vehicle is damage by loading or unloading other than normal ware.
 - (xii) Your failure to secure properly any load or equipment which leads to loss caused by any part of said load or equipment.
 - (xiii) No replacement vehicle will be provided in the event of any accident without further charges to the hirers.

DAMAGE COVER

If you act within the Terms and Conditions of this Agreement the Company will grant damage cover, including legal cost incurred with our consent at your benefit in respect of damages to the vehicle or third party damage other than any property owned by you or any friend, relative associated or passenger or in your physical or legal control. This cover is subject to:

5. (a) Your payment per incident of the damage/loss liability stated on the Agreement.
(b) Your not having acted or having caused any other person to have acted in a manner which is in contravention of this Agreement.
(c) 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 sole proceedings.

GENERAL PROVISIONS

If you act within the Terms and Conditions of this Agreement the Company will grant damage cover, including legal cost incurred with our consent at your benefit in respect of damages to the vehicle or third party damage other than any property owned by you or any friend, relative associated or passenger or in your physical or legal control. This cover is subject to:

6. (a) The Company gives no express or implied warranty as to any matter whatsoever including without limitation of the vehicle and equipment, its merchantability or fitness for any particular purposes (the Company offers no warranty for goods carried by the vehicle).

FUEL

7. (a) The vehicle must be returned with the amount of fuel equal to the time of the rental. If the vehicle is returned with less fuel the difference will be charged at a rate which will include a service component.

MAINTENANCE AND REPAIRS

8. (a) We will reimburse customers with expenditure up to \$200 reasonably incurred in rectifying all mechanical failure to the drive train and engine of the vehicle. For repairs costing over \$200 we will need to be informed and confirm repair in advance. In all cases receipts must be submitted for any repair or the claim will not be paid.
(b) The customer will pay for the cost for the repair or replacing the tyres during the rental period, except if the tyre is defected and is returned by the customer to us.

PROCEDURES IN CASE OF ACCIDENT

If the customer is involved in a motor vehicle accident whilst on hire the following procedures shall be followed.

9. (a) Obtain names and address or parties and any witnesses.
(b) Report the accident to the police, regardless of estimate damage costs.
(c) Not accept blame or insist the other party is at fault.
(d) Telephone our office with accident details within 24 hours.
(e) The customer is required to pay the liability and any other amount due by them in respect of any damage arising from the accident, loss of damage. This amount is payable at the time of reporting the time of event and not at the time of completion of the rental period.
(f) The customer will pay the daily rental rate of the vehicle whilst off fleet for repairs.
(g) We shall use our best endeavours to ensure that any monies due back to the customer is forwarded as quickly as possible. However third party claims can take months or even years to resolve.

TOLL AND TRAFFIC OFFENCES

We reserve the right to submit a Statutory Declaration to the issuing authority and or charge the customer for any speeding, tollway parking or other traffic offences. We reserve the right to charge an administration fee of up to \$100 for associated administration costs. This fee will be applicable per offence.

10. (a) If a company is the hirer the hirer will be responsible for all toll and traffic offences and costs. The company may submit details of the driver so we may submit a Statutory Declaration to the Authority issuing the offence.

USE OF THE VEHICLE

11. (a) The customer agrees that during the rental period the customer will not allow the vehicle to be:
 - (i) Driven otherwise than in a prudent and cautious manner.
 - (ii) A single vehicle rollover is considered a breach of this condition.
 - (iii) Submersion of water
 - (iv) Contact with salt water
 - (v) Creek or river crossing
 - (vi) Driving through flooded arrears
 - (vii) beach driving
- (b) Road restrictions apply as follows
 - (i) Four wheel drive vehicles can be driven on recognised unsealed tracks.
 - (ii) Four wheel drive vehicles may only travel to the following areas Simpson Desert, Strzelecki Track, Gun Barrel Highway, Cape York, The Bungle Bungles, Odnadatta Track, Birdsville Track, Tanami Track, the Plenty Highway, Gibb River Road, Burke Development Road, from Chillagoe to Normanton, Savannah Way from Normanton to Borroloola. The vehicles are not permitted on the Canning Stock route, the Old Gun Barrel Highway, the Lost City in Litchfield Park, the Telegraph Section of the road to Cape York, Boggy Hole (Fink Gorge National Park) and the old south road from Marvale to Fink at any time. Travel to Cape York between the months of December to May is not permitted. The customer is responsible for all damage if travelling on these roads as defined above.
(iii) Four wheel drives are not permitted to travel to Frazer Island or drive on any beaches.

1300 Truckhire value your wellbeing and safety and may restrict your travel subject to road conditions and weather.

1300 Truckhire will provide a spare tyre and tools for changing the tyres, however the hirer will be responsible to change the wheel or employ a Company to do so for them.

The hirer should always have in mind that in unforeseen circumstances such as breakdown, accident or punctures the vehicle may need to be towed and therefore should always be responsible to determine that a tow track can gain access.

CRANE TRUCK HIRE

12. (a) The hirer is responsible for the operation of the crane and 1300 Truckhire will not cover damage for crane operation or negligence on behalf of the hirer.