

AGREEMENT TO HIRE RENTAL VEHICLE

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An agreement made between the owner and the hirer whose particulars are entered in this agreement. It is hereby agreed as follows:

VEHICLE DESCRIPTION

1. The owner will let and the hirer will take on hire the motor vehicle described in the agreement.

DURATION OF HIRE

2. The term of hire shall be for the period as described in this agreement. The vehicle must be returned to the specified location shown overleaf, on the specified date and time or relocation fees/penalties will be incurred. No extension of hire permissible without authority from Ace Tourist Rentals (Aust) Pty Ltd and subject to vehicle availability. No refund available if vehicle is returned before date shown on contract.

PERSONS WHO MAY DRIVE THE VEHICLE

3. The vehicle may be driven during the period of hire only by the persons described in this agreement and only if each such person holds a current driver's licence (particulars of which are given alongside his name and address) appropriate for the vehicle at the time when they are driving the vehicle.

PAYMENTS BY HIRER

4. The hirer shall pay to the owner as payment for the hire of the vehicle for the period of hire referred to in clause 2 of this agreement the sum as specified in this agreement.
5. In addition to the payment referred to in clause 4 of this agreement, the hirer shall pay to the owner the sum specified in this agreement for the insurance cover set out in clause 11 of this agreement.
6. In addition to the payment specified in clause 4 of this agreement, the hirer shall pay to the owner on termination of the hire, a distance charge at the rate referred to in this agreement, if applicable.
7. The hirer shall pay for all petrol or other fuel (but not oil) used in the vehicle during the period of hire. (Receipts for oil purchases required for reimbursement).

HIRER'S OBLIGATIONS

8.
 - (a) The water in the radiator and battery of the vehicle is maintained at the proper level.
 - (b) The oil in the vehicle is maintained at the proper level.
 - (c) The tyres are maintained at their proper pressure.
9. The hirer shall ensure that all reasonable care is taken in handling and parking the vehicle and that it is left securely locked when not in use.
 - (a) The hirer is responsible for any under car damage or above the windscreen damage including hail damage and flood damage.
10. In the event of an agreed return of a vehicle to any designated address/area as agreed to by Ace Tourist Rentals, or to the Ace Rentals Office outside of Ace Tourist Rentals normal working hours, the hirer agrees that he is still responsible for the vehicle/hire until it is checked in by an Ace representative – as per the Vehicle Condition Report which is an annexure attached to the original contract and signed for by the hirer.

INSURANCE

11. Subject to the exclusions set out below, the hirer and any driver authorised to drive the vehicle is fully indemnified in respect of any liability he might have to the owner in respect of the loss or damage to the vehicle and its accessories and spare parts and any consequential loss of revenue or other expenses of the owner including towing and salvage costs associated with the recovery of the vehicle and its accessories and spare parts.

Subject to the exclusions set out below, the hirer and any driver authorised to drive the vehicle are indemnified to the extent of AUD\$5,000,000 in respect of any liability he might have for damage to any property (including injury to any animal) belonging to any other person and arising out of the use of the vehicle.

Exclusions

The indemnities referred to above shall not apply where the damage, injury, or loss arises when:

- (a) the driver of the vehicle is under the influence of alcohol or any drugs that affects his ability to drive the vehicle;
- (b) the vehicle is in an unsafe or unroadworthy condition that arose during the course of the hire and that caused or contributed to the damage or loss and the hirer or driver was aware or ought to have been aware of the unsafe or unroadworthy condition of the vehicle;
- (c) the vehicle is operated in any race, speed test, rally, or contest;
- (d) the hirer is not a body corporate or department of State and the vehicle is driven by any person not named in clause 3 of the agreement or driving the vehicle under the authority of the hirer or is lost as a result of the willful or reckless behaviour of the hirer or any such person;
- (e) the vehicle is driven on unmade or unsealed roads other than sections of the main highways temporarily under repair or the vehicle is driven outside of the area of use stated in the terms and conditions of the hire.

Limitations of Use

The hirer will not drive the vehicle on unmade or unsealed roads other than sections of main highways temporarily under repair.
The hirer will not drive the vehicle outside of the area of use stated in the terms and conditions of the hire.

Hirer's Liability

The hirer acknowledges that he shall be liable in respect of the first AUD\$3,000 of the damage or loss referred to in the insurance cover specified in the clause.

REJECTION OF INSURANCE

12. The hirer is responsible for all windscreen, under body damage, hail damage and flood damage.
In the event of a single car accident the excess is increased to AUD\$3,000.
In the event that the driver is charged with an offence as a result of an accident, the hirer's liability is increased to AUD\$10,000.

OWNER'S OBLIGATIONS

13. The owner shall supply the vehicle in a safe and roadworthy condition.
14. The owner shall be responsible for all ordinary and extraordinary costs of running the vehicle during the term of the hire except to the extent that by the terms of this agreement those costs are payable by the hirer.

NOTE: By virtue of Clause 7 of this agreement, the cost of petrol, diesel and other fuel, but not oil, used during the term of the hirer is the responsibility of the hirer.

MECHANICAL REPAIRS AND ACCIDENTS

15. If the vehicle is damaged or requires repair or salvage, whether because of an accident or breakdown the hirer shall advise the owner of the full circumstances by telephone or fax as soon as possible. Should the vehicle be outside the specified area of use, the cost of the recovery will be at the hirer's expense to return within the owner's boundaries.
16. The hirer shall not arrange or undertake any repairs or salvage without the authority of the owner except to the extent that the repairs or salvage are necessary to prevent further damage to the vehicle or to other property.
17. The hirer shall ensure that no person shall interfere with the distance recorder or speedometer or, except in an emergency, any part of the engine, transmission, braking, or suspension systems of the vehicle.
18. The owner's liability under this clause is restricted to refund of hire for total days vehicle not used and the owner is not responsible for accommodation or transport that may be required. In the case of an accident the owner may terminate the hire at his discretion.

USE OF THE VEHICLE

19. The hirer shall not use or permit the vehicle to be used for the carriage of passengers for hire or reward unless the vehicle is hired with the knowledge of the owner.
20. The hirer shall not:

- (a) Sublet or hire the vehicle to any other person;
- (b) Permit the vehicle to be operated outside his authority;
- (c) Operate the vehicle, or permit it to be operated in circumstances that constitute an offence by the driver against Motor Traffic Acts of any Australian State or Territory;
- (d) Operate the vehicle or permit it to be operated in any race, speed test, rally or contest;
- (e) Operate the vehicle or permit it to be operated to propel or tow any other vehicle;
- (f) Operate the vehicle or permit it to be operated in contravention of any provision from time to time of the Motor Traffic Act of any Australian State or Territory;
- (g) Operate the vehicle or permit it to be operated for the transport of more than the number of passengers or more than the weight of goods specified in the certificate of loading for the vehicle.
- (h) Drive or permit the vehicle to be driven by any person if at the time of his driving the vehicle, the hirer or other person is not the holder of a current driver's licence appropriate for the vehicle.

Where damage to the vehicle is caused by a breach of clause 19 the hirer shall be responsible for the full cost of repair notwithstanding that collision damage waiver may have been purchased.

RETURN OF THE VEHICLE

21. The hirer shall, at or before the expiry of the term of hire, deliver the vehicle to the owner's place of business or the owner's agent at the agent's place of business, or obtain the owner's consent to the continuation of hire at least 48 hours before the nominated return date. Failure to return the vehicle to the nominated return location on the specified date & time, without prior notification, will result in penalties being applied.

IMMEDIATE RETURN OF VEHICLE WHERE DEFAULT OR DAMAGE

22. The owner shall have the right to terminate the hiring and take immediate possession of the vehicle if the hirer fails to comply with any of the terms of this agreement, or if the vehicle is damaged. The termination of the hiring under the authority of this clause shall be "without prejudice" to any other rights of the owner and the right of the hirer under this agreement or otherwise.
23. The hirer is responsible for any parking fines, traffic violations or toll charges incurred during the hire period.

NOTE TO HIRER

THE OWNER MUST GIVE YOU AT LEAST ONE COPY OF THIS AGREEMENT.

A COPY MUST BE KEPT IN THE VEHICLE THROUGHOUT THE TERM OF THE HIRE AND PRODUCED ON DEMAND BY ANY POLICE OFFICER, TRAFFIC OFFICER OR AUTHORISED EMPLOYEE OF THE TRANSPORT DEPARTMENT.