

## TERMS AND CONDITIONS – THINGS YOU SHOULD KNOW

1. I, The Renter Defined on The Front Of This Agreement ("Schedule"), Agree With The Owner, Being The Abel Rent A Car Trust, Trading As Abel Rent A Car Brisbane That I Will:

- Quality check the vehicle for any pre-existing damage, prior to accepting delivery and signing the customer Quality Control Sheet. I agree that I will be liable for any damage to the vehicle unless it is noted at the time on the Quality Control Sheet as pre-existing or unless I am otherwise exempted under this agreement.
- Return the vehicle to the Owner at the depot from which it was taken (unless otherwise agreed) at the agreed time on the Schedule.
- Not admit fault to any third party when the vehicle is damaged.
- Accept the consequences for a breach of any of the Terms and Conditions set out in this agreement by any Additional Driver, if listed in the Schedule as though the Renter had breached them personally.
- Not allow any other person or persons to drive the vehicle other than listed on the Schedule as an Additional Driver.
- Drive the said vehicle only on sealed roads (not dirt, sand, beach, gravel, etc). Damage due to off-sealed road driving is not covered by any insurance no matter whose fault (or even if there is no fault) and I will be fully liable.
- Not refuse to be tested for, nor drive whilst impaired by, alcohol, prescribed or illicit drugs.
- Immediately report any accidents or theft of the vehicle by providing all the details on the Accident Report Form provided in the glove compartment or otherwise advising the Owner and substantiate those details with a Statutory Declaration and Police report within 24 hours.
- Only have the vehicle towed with the permission of the Owner, otherwise ALL towing and additional costs shall be paid by me.
- Not cause any lien to be given over the vehicle and will reimburse the Owner for all fines and processing fees of any traffic infringements.
- Not drive the vehicle out of the states of Queensland, New South Wales or Victoria. I acknowledge that use outside of these states is not covered by any insurance and therefore all damage will be, my, the Renter's responsibility and at my cost regardless of how caused and whose fault.
- Ensure the correct mileage of my use is recorded on the odometer. I acknowledge that the Owner's listed 500km rate will be charged if the Speedo cable/seals have been interfered with in addition to all other relevant charges.
- Drive and operate the vehicle with all possible care and attention.

### 2. DRIVER'S LICENCE AND MINIMUM AGE

The Renter Warrants that he/she, and the Additional Drivers, are holders of a valid open motor vehicle driver's licence and are twenty-one (21) years of age or older for a passenger vehicle and twenty-five (25) years of age or older for a commercial vehicle. We do not rent vehicles to persons under those ages.

### 3. INSURANCE STANDARD RENTER FINANCIAL LIABILITY

- The standard vehicle daily hire rate includes insurance which limits the Renter's financial liability for damage to the vehicle and any third party vehicle to a total of \$3,300.00 plus a claims processing fee of \$220.00 plus a independent Assessors fee of \$110.00 plus administration fees for any vehicle. This applies whether there is more than one vehicle involved in the incident ("MVI" or only the hired vehicle ("SVI") This coverage is subject to clause 4.
- Where the Renter pays the (LDW – MVA) amount specified in the Schedule and there occurs an MVI the Renters Financial Liability is reduced to cars – \$440.00 / trucks – \$660.00 plus a claims processing fee of \$220.00 plus a independent assessors report fee of \$110.00 plus administration fees for any vehicle. This coverage is subject to clause 4.

### 4. The Renter's liability and insurance cover under this agreement is modified as set out in this clause 4:

- "WARNING" Drivers of a passenger vehicle under the age of 21 and a commercial vehicle under the age of 25 are not covered by any insurance in any circumstances;
- Where the Renter has been Grossly Negligent as defined below in clause 4(e) in any way or to any extent or the Renter is unable to fully complete ALL sections of the Accident Report Form, including all details of the third party and vehicle or fails to make payment of any outstanding moneys/excess due at the time of rental close/return then the Renter will be held responsible for all costs, damages and other charges set out in this clause 4 including the Repair Cost as described in clause 18 ("the Repair Cost") incurred in relation to any MVI or SVI and any insurance will not apply.
- The Renter is liable for all costs and damages including the Repair Cost in relation to any accident or incident that is not reported during or at the end of the rental. Any damage to the vehicle that is found that has not been advised before or at the time of the rental being closed will be charged to the Renter.
- THE FOLLOWING DAMAGE IS NOT COVERED BY ANY INSURANCE OR OPTIONAL (LDW-MVA) COVER NO MATTER HOW IT IS CAUSED: SVI VEHICLE DAMAGE INCLUDING BUT NOT LIMITED TO THE FOLLOWING, OFF ROAD, ROLLOVERS, BEACH DRIVING, OVER HEAD, UNDERCARRIGE, WATER, HAIL, ANIMAL, ABUSE, NEGLIGENCE DAMAGE CAUSED DELIBERATELY TO THE HIRED VEHICLE AND ALL DAMAGED CAUSED TO ANY OTHER VEHICLE WHICH IS KNOWN TO THE RENTER OR THE RENTER'S ASSOCIATE.
- The Renter will be deemed to have been Grossly Negligent if the Renter/Additional Driver:
  - failed to obey standard/common Australian road rules or was not operating the vehicle in a safe and responsible manner; or
  - breaches any of clauses 1(c), (g) or (h); or
  - has used the vehicle with wanton disregard for its safety; or
  - has used the vehicle whilst impaired by alcohol, illegal or legal drugs; or
  - has deliberately or recklessly caused, or deliberately or recklessly allowed any passenger of the vehicle to cause, any damage to the vehicle. In which case no insurance will apply and the Renter will be liable for all costs and damages as specified in clause 4(b).
- STOLEN VEHICLES: If the vehicle is stolen then provided the Renter complies with all obligations under this agreement it will be deemed destroyed in an SVI and the Insurance provisions of this agreement apply except that failure to return the vehicle keys will be deemed Gross Negligence under clause 4(e) as will any complicity by the Renter/Additional Driver in the theft. If the renter returns the vehicle keys the Renter must make a down payment of \$9,900.00 and a claim processing fee of \$220.00 plus a independent Assessors report fee \$110.00 and administration fees on account of damages immediately as the Owner becomes aware of the theft. Should the vehicle not be returned within the agreed time stipulated, the Renter will be deemed to have stolen the vehicle and the Owner will take steps to regain possession, including Police action and nationwide circulation of personal details with photographs.
- CLAIMS PROCESSING TIMES AND CHARGES: The Renter acknowledges and agrees to allow up to 8 weeks for all SVI accidents, damage & theft claims, and up to a further 24 weeks for MVI. Regardless of fault, the Renter will incur the following charges a claims processing fee of \$220.00 plus a independent Assessors report fee \$110.00 plus administration fees for all accidents, damage and theft claims plus any additional charges regarding vehicle towing, demurrage (as defined below), Police and Assessor Reports, debt recovery and any legal costs in relation to any such incident. The Renter also acknowledges and understands that he or she may not receive any available refund until the accident – damage process has been finalised.
- For the purposes of clause 4(g) demurrage means the loss to the Owner while the vehicle is unavailable for hire due to the actions of the Renter or due to an MVI or SVI whilst under this agreement.

It is calculated at the undiscounted full daily hire rate payable under this agreement for each day or part of a day the vehicle is unavailable.

- The Renter's liability for damages costs and expenses arising from a MVI or SVI are reduced by the amount (if any) which the Owner recovers from any third party involved in the incident. Any decision to do so is at the complete discretion of the Owner.
  - Should the Renter wish to contact the Owner regarding status of a claim, the communication method MUST BE IN WRITING or Via An Email to claims@abel.com.au or care of Claims Department PO Box 865, Hamilton, Queensland 4007 only.
  - INSURANCE CONTRACTS ACT STANDARD COVER: The Renter acknowledges that the insurance cover provided under this agreement means the Owner, in the event of a MVI or SVI, has a liability less than the "minimum amount" as defined in the Insurance Contracts Act (Cth).
5. INFRINGEMENTS: I, the Renter, agree that all fines, infringement penalties and other costs, charges and expenses (e.g. Parking fines, speeding fines, red light camera fines, Toll/E-Tags Infringements, road-side assistance due to Renter error, etc.) incurred whilst the vehicle is rented to me, will be processed by way of Statutory Declaration by the Owner and will incur a \$99.00 administration processing for all infringements, which I agree will be charged to my credit card at used at the time of renting the vehicle the time of the Owner processing the infringement or other payment.
6. FUEL AND CLEANING OF VEHICLES: The Owner endeavours to supply rental vehicles with a full tank of fuel and in a clean condition. The Owner's rental sites do not have vehicle-refuelling facilities on site, therefore the Renter agrees to return the vehicle full of fuel or a refuelling service charge of \$3.30 per litre will apply. The vehicle must be returned clean or the cost of cleaning will be charged. A minimum cleaning for all vehicles and \$110.00 for any other vehicle will apply payable at time of return vehicle
7. "WARNING" NON – PAYMENT "WARNING": Where the Renter does not pay monies owed when they are due under this agreement, either in cash or by credit card, the Renter will be in breach of this agreement and acknowledges that the Owner may take legal or other action to retrieve monies owed, and all costs will be payable by the Renter. The same conditions apply for credit card chargeback's.
8. CANCELLATION RENTAL: If within 30 minutes from signing, the Renter returns the vehicle to the Owner for any reason whatsoever, it must be returned clean, without damage and with a full tank of fuel. In that case the Owner will cancel this agreement and reimburse the full deposit less one full day rental charge.
9. EARLY VEHICLE RETURNED REFUNDS: If the vehicle is returned more than 24 hours early and if the Renter has otherwise complied with all terms of this agreement the Owner will make reasonable efforts to rehire it for the rest of the hire period. If the Owner is successful it will not charge (or will refund) to the Renter for the days the vehicle is re-hired. The Renter remains liable for hire charges, insurance premiums and other charges under this agreement for all other days in the hire period.
10. 24-HOUR RENTAL PERIOD: The vehicle shall be charged for at the daily hire rate plus all other charges & options taken listed in the Schedule (or a pro rata hour by hour rate) until checked in by the depot to which it must be returned during its business hours. One day equals a 24-hour period. Rental Extensions are charged hourly for the first 3 hours, thereafter the daily charge applies.
11. SECURITY BOND & LIABILITY VOUCHER: I, the Renter, understand the signed pre-authorisation security bond slip and manual credit card voucher remain part of this rental agreement. They will not be returned when I return the vehicle and will be used to charge any financial liabilities which the Owner becomes aware of after its return. They will be cancelled if not used by writing the word 'CANCELLED' over the liability voucher. Your pre authorisation amount funds will be held by your Bank (Not Our Bank) for up to 21 business days. Please Note: The owner does not bank these funds into our account, your funds are held by your bank i.e. Visa – Master Credit Cards.
12. PRIVACY ACT: The Renter authorizes the Owner to obtain reports from any Credit Reporting Agency and a Police Report, from any police department or agency which contains details of my personal and commercial credit information for the purpose of this rental pursuant to Section 18H of the Privacy Act 1988 (Cth).
13. WARRANTIES: The Owner gives no warranties in relation to the vehicle except those implied by the Trade Practices Act 1974 or any other law, but nothing herein restricts the Renter's rights and remedies under those laws where they cannot be excluded. Where those laws permit the Owner to limit liability for breach of implied condition or warranty, the Owner limits liability to replacement, repair or resupply of the good or service. In particular the Owner is not liable for indirect or consequential loss or damages of any kind suffered by the Renter due to any fault in the vehicle or any breach of this agreement by the Owner.
14. PERSONAL PROPERTY: Renters note, the Owner "Abel" cannot be held Liable or Responsibility for The Loss, Stolen or Damage to any of the Renters Personal Property or Goods the onus is on you the renter to remove all personal property from the vehicle before its return and rental agreement is closed off. The owner has NO liability or responsibly for any personal property left in the vehicle and NO liability for any damage caused to that Property in the Vehicle. This also includes damage by water intrusion to commercial vehicles – Note: Renters Property should be covered by protective plastic to ensure it is protected from any Damage at all times.
15. GOVERNING LAWS AND JURISDICTION: This agreement is governed by and shall be construed in accordance with the law of the state of Queensland and the parties submit to the non-exclusive jurisdiction of the courts of that state.
16. CARD AUTHORITY: I, the Renter, acknowledge and authorize all charges under this agreement to be debited to the credit or debit card used at the time of rental on the vehicle's return and subsequently if necessary to ensure that the Owner receives full payment as per this agreement up to a maximum of \$2,500.00. Where there is any amount charged back against the Owner but for which I am liable under this agreement I will be liable to the Owner for an additional \$99.00 administration processing fee even if the amount charged back is not re-debited to my card.
17. DISCLOSURE AND REPAIR COST: If the vehicle is damaged while under this hire agreement the Owner reserves the right to have it repaired at a repair service shop of its choice. The Owner and the Renter agree that they will both accept the costs stated in an assessment obtained from an independent accident damage assessor nominated by the Owner, and the costs associated with the assessment obtained from the independent accident damage assessor will be paid by the Renter".
18. GST: All the above pricing is inclusive of 10% GST.

Yes, I have read & fully understand the above terms and conditions including clause no.4, yes I understood their meaning.

Renter's Name

Renter's Signature

Witness Name

Date

Time