

\*\*\*\*\* RENTER'S INFRINGEMENT FINANCIAL RESPONSIBILITIES \*\*\*\*\*

The Renter, joint hirer, credit card holder is fully responsible for all fines, infringements, tolls/ etag, penalties and associated administration costs will be charged to Credit Card holder at the time of processing. (See point 5 on reverse of contract)

Renter Credit Card Holder Agrees by Signature: .....

\*\*\*\*\* RENTER'S DAMAGE FINANCIAL RESPONSIBILITIES \*\*\*\*\*

The Renter, joint hirer, credit card holder is fully responsible for the following damage: all Single vehicle damage is not covered by any insurance or optional (ldw-mva) cover no matter how it is caused and by who; & is also not limited to off road, rollovers, beach driving, over head, undercarriage, water, hail, animal, abuse, negligence, collisions with stationary parked vehicles, damage caused deliberately to the hired vehicle and all damage caused to any other vehicle which is known to the renter or the renter's associate..

(See point 4 on reverse of contract)

Renter Credit Card Holder Agrees by Signature: .....

Initial

**NOTE:** The Renter must return the vehicle by the due date and time on this Rental Agreement, otherwise the Vehicle will be reported to the Police as being stolen by the Renter and all insurance cover will be void.

**CUSTOMERS PLEASE NOTE: For all your rental extension needs, please call your local office direct, as listed below . . .**

<b>Brisbane off Airport</b> Cnr Nudgee Rd & East West Arterial Hendra	<b>Brisbane City</b> Roma St Transit Centre City	<b>Caboolture</b> 66 Beerburum Rd Caboolture	<b>Tingalpa</b> 1029 Manly Rd Tingalpa	<b>Greenslopes</b> 661 Logan Rd Greenslopes	<b>Coopers Plains</b> 729 Beaudesert Rd Coopers Plains	<b>Browns Plains</b> Browns Plains Rd Browns Plains	<b>Ipswich</b> 1 Glebe Rd Ipswich	<b>Beenleigh</b> 23 Thorsborne St Beenleigh	<b>Tweed Heads</b> Cnr Wharf St & Boyd St Tweed Heads	Ph: 07 3868 2299 <b>OPEN 7am - 7pm</b>	Ph: 07 3236 1225 <b>OPEN 7am - 7pm</b>	Ph: 07 5432 4355 <b>OPEN 7am - 5pm</b>	Ph: 07 3890 2861 <b>OPEN 7am - 5pm</b>	Ph: 07 3847 5427 <b>OPEN 7am - 7pm</b>	Ph: 3255 6594 <b>OPEN 7am - 5pm</b>	Ph: 07 3800 4765 <b>OPEN 7am - 7pm</b>	Ph: 07 3812 7513 <b>OPEN 7am - 5pm</b>	Ph: 07 3807 6477 <b>OPEN 7am - 5pm</b>	Ph: 07 5599 4466 <b>OPEN 8am - 5pm</b>
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**TERMS AND CONDITIONS – THINGS WE WANT YOU TO KNOW**

- 1A. The Renter, agrees with the Owner that he/she/they will:
- (a) Check the Vehicle for any pre-existing damage and signing the Vehicle Quality Control Sheet. The Renter agrees that he/she/they will be liable for any damage to the Vehicle unless it is noted at the time on the Vehicle Quality Control Sheet as pre-existing or unless he/she/they is/are otherwise exempted under this Rental Agreement.
  - (b) Return the Vehicle to the Owner at the depot from which it was taken (unless otherwise agreed) at the agreed date and time on the Schedule.
  - (c) Not allow any other person or persons to drive the Vehicle other than those listed in the Schedule as an Additional Driver.
  - (d) Drive the Vehicle only on sealed roads (i.e. not on dirt, sand, beach, gravel, etc.).
  - (e) Not refuse to be tested for, nor drive whilst impaired by alcohol, prescribed or illicit drugs.
  - (f) Immediately report any accidents or theft of the Vehicle by providing all the details on the Accident Report Form provided in the glove compartment of the Vehicle or where necessary by advising the Owner and substantiate those details with a Statutory Declaration and Police report within 24 hours of the accident or theft.
  - (g) Only have the Vehicle towed with the permission of the Owner,
  - (h) Not cause any lien, charge or other encumbrance to be given over the Vehicle.
  - (i) Not drive the Vehicle out of the states of Queensland, New South Wales or Victoria.
  - (j) Ensure the correct mileage of use is recorded on the odometer.
  - (k) Drive and operate the Vehicle with due care and attention.
  - (l) The Renter further acknowledges that:
    - 1B. All towing and additional costs incurred without the consent of the Owner shall be paid by the Renter at the Rental Close.
- Where the Renter consists of more than one person, each person is bound by the Rental Agreement and liability will be joint and several. The Renter's listed ANNUAL rate will be charged if the speedometer cable/seals have been interfered with.
2. DRIVER'S LICENCE AND MINIMUM AGE: The Renter warrants that he/she/they are holders of a valid open motor vehicle driver's licence and are twenty-one (21) years of age or older (where hiring a passenger vehicle) and twenty-five (25) years of age or older (where hiring a commercial vehicle). The Owner does not rent vehicles to persons under those ages.
3. INSURANCE
- (a) The standard vehicle daily hire rate includes Insurance which limits the liability of the Renter for damage to the Vehicle and any third party vehicle to a total of \$4,400.00 for Passenger vehicles, \$6600 for Utilities, \$8800.00 for Trucks plus a contractors claim processing fee of \$275.00 plus an independent Assessors report fee of \$220.00 plus any additional charges regarding vehicle towing, administration and credit card surcharges. This only applies to an MVI and is subject to clause 4.
  - (b) Where the Renter pays the Optional (LDW – MVA) insurance amount specified in the Schedule and there occurs an MVI the liability of the Renter is reduced to \$440.00 for Passenger vehicles, \$660 for Utilities, and \$880.00 for Trucks plus a contractors claim processing fee of \$275.00 plus a independent assessors report fee of \$220.00 plus any additional charges regarding vehicle towing, administration and credit card surcharges. This coverage is subject to clause 4.
- \*\*WARNING\*\*
4. The Renter's liability and Insurance cover under this agreement is modified as set out in this clause 4. Where the Renter-

- (i) Has been Grossly Negligent as defined below in any way or to any extent;
  - (ii) Does not where appropriate complete the relevant sections of the Accident Report Form and such omission being material to any claim including but not limited to the details of the third party and vehicle;
  - (iii) Fails to make payment of any outstanding moneys or excess due to the Owner at the Rental Close;
  - (iv) Is a driver of a passenger vehicle under the age of 21 or a commercial vehicle under the age of 25;
  - (v) Is involved in a SVI – including but not limited to off road, rollovers, beach driving, over head, water, hail, animal, abuse, negligence, collisions with stationary parked vehicles, damage caused deliberately to the hired vehicle and all damage caused to any other vehicle which is known to the renter or the renter's associate;
  - (vi) Admits fault to any third party when the Vehicle is damaged;
  - (vii) Drives the Vehicle off a sealed road;
  - (viii) Drives the Vehicle outside the states of Queensland, New South Wales or Victoria;
  - (ix) Breaches any road law rule or regulation;
  - (x) Is convicted of a traffic offense causing damage
- then the Renter will not be covered by ANY insurance and the Renter will be held responsible for all relevant costs, damages and other charges including those set out in this Rental Agreement.
- (b) The Renter is liable for all costs and damages including repair costs 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.
  - (c) The Renter will be deemed to have been Grossly Negligent if the Renter:
    - (i) failed to obey standard/common Australian road rules or was not operating the vehicle in a safe and responsible manner; or
    - (ii) breaches an essential term of this Rental Agreement. Essential terms are clauses 1,2,4,6,10,15,16, 19
    - (iii) has used the vehicle with wanton disregard for its safety; or
    - (iv) has used the vehicle whilst impaired by alcohol, illegal or legal drugs; or
    - (v) has deliberately or recklessly caused, or deliberately or recklessly allowed any passenger of the Vehicle to cause any damage to the Vehicle;
    - (vi) does not return the Vehicle keys when the Vehicle has been stolen or acts in any complicity in the theft of the Vehicle.
  - (d) **STOLEN VEHICLES:** If the vehicle is stolen then provided the Renter complies with all obligations under these terms and conditions the Vehicle will be deemed destroyed and the following terms shall apply:
    - (i) If the Renter does not return the original Vehicle keys or acts in any complicity in the theft, then the Renter must make a down payment of \$10,000.00 plus a recovery fee of \$1,100.00, plus a contractors claims processing fee of \$550, an independent Assessor report fee \$220.00 and a police report fee of \$75 and on account of damages immediately as the Owner becomes aware of the theft.
    - (ii) If the Renter returns the original Vehicle keys then the Renter must make a down payment of \$5,500.00 plus a recovery fee of \$550.00, plus a contractors claims processing fee of \$275, an independent Assessor report fee \$220.00 and a police report fee of \$75 and on account of damages immediately as the Owner becomes aware of the theft.

If the vehicle is not returned within the agreed time stipulated in the Schedule and the Renter has not contacted the Owner to advise the reason why the Vehicle will be returned late, then the Renter will be deemed to have stolen the Vehicle and the Owner will take all reasonable steps to regain possession, including but not limited to reporting the Vehicle as stolen to the Police.

(e) **ACCIDENT CLAIMS PROCESSING TIMES AND CHARGES:** The Renter acknowledges and agrees to allow a minimum of 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 for all accidents, damage processing fee of \$275.00 plus an independent Assessors report fee \$220.00 plus administration plus credit card surcharges for all accidents, damage and theft, claims plus any additional charges regarding vehicle towing, Demurrage, 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 and the owner Abel Rent A Car and its Franchisees, has been paid in full.

(f) The Renter's liability for damages costs and expenses arising from an MVI or SVI are reduced by the amount (if any) which the Owner recovers from any third party involved in the incident. The Owner will make reasonable efforts to recover such amounts but any decision to do so is at the discretion of the Owner.

- (g) Should the Renter wish to contact the Owner regarding status of a claim, the communication method **MUST BE IN WRITING** to Claims Department PO Box 865, Hamilton, Queensland 4007, or via email to [claims@abel.com.au](mailto:claims@abel.com.au)
  - (h) **INSURANCE CONTRACTS ACT STANDARD COVER:** The Renter acknowledges that the Insurance cover provided under this agreement means the Owner, in the event of an MVI or SVI, has a liability less than the "minimum amount" as defined in the Insurance Contracts Act (Cth).
5. **INFRINGEMENT NOTICES:** The Renter agrees that all fines, infringement penalties and other costs, charges and expenses (e.g. Parking fines, speeding fines, red light camera fines fee (\$99.00 each) and Toll/E Tags infringements fee (\$55.00 each), road-side assistance due to Renter error, etc:(\$75.00 each) incurred during the Rental Agreement, will be processed by way of Statutory Declaration by the Owner and will incur the above contractors administration processing charges, which will be charged to the Renter's credit card at the time of the Owner processing the infringement or other payment without prior notice.
6. **FUEL AND CLEANING OF VEHICLES:** The Owner endeavors to supply rental vehicles with a full tank of fuel and in a clean condition. The Owner's rental sites do not have vehicle-refueling facilities on site, therefore the Renter agrees to return the vehicle full of fuel or a refueling service charge of \$2.20 per litre with a minimum charge of \$ 30.00 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. **CANCELLATION POLICY:** if within 30 minutes from signing, the Renter returns the Vehicle to the Owner for any reason whatsoever, and it is returned clean, without damage and with a full tank of fuel then the Owner will cancel this Rental Agreement and reimburse the full deposit.
8. **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 Rental 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 Rental Agreement for all other days in the hire period.
9. **TIME CHARGES 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. Agreed Rental Extensions are charged hourly for the first 3 hours, thereafter the daily charge applies.
10. **SECURITY BOND & LIABILITY VOUCHER:** The Renter acknowledges and understands that the signed pre-authorisation security bond slip and manual credit card voucher remain part of this Rental Agreement. They will not be returned when the Renter returns 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. The Renter's pre authorisation amount will be held by the Renter's Bank (Not the Owner's Bank) for up to 21 business days. Please Note: The Owner does not bank these funds into its account, the Renter's funds are held by the Renter's bank.
11. **PRIVACY ACT:** The Renter authorises the Owner to obtain reports from any Credit Reporting Agency and a Police Report, from any police department or agency which contains details of the Renter's personal and commercial credit information for the purpose of this Rental Agreement pursuant to Section 18H of the Privacy Act 1988 (Cth). Copies of the Renter's required identification will be made at the time of rental. In the event of any theft, outstanding monies owed, or requests from law enforcement authorities, this information will be passed on to the relevant authorities. The Renter agrees to any testimonials voluntarily provided to the Owner being published in print and / or online media.
12. **OWNERS 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.
13. **PERSONAL PROPERTY:** The Owner accepts no responsibility or liability for the loss, or damage to any of the Renter's or third party's personal property or goods. The onus is on the Renter to remove all personal property from the Vehicle before its return. Renters should protect their personal property by protective plastic covering at all times to ensure it is protected from damage in particular from damage by water intrusion to the inside of the pan box or Commercial Vehicles.
14. **GOVERNING LAWS AND JURISDICTION:** The Rental 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.
15. **CARD AUTHORITY:** The Renter acknowledges and authorises all charges under this Rental Agreement up to a maximum of \$2,500.00, to be debited to the credit or debit card used at the time of rental or the Vehicle's return and subsequently if necessary to ensure that the Owner receives full payment as per this Rental Agreement. If the Renter's credit or debit card payment is dishonoured for any reason then the Renter will incur an additional \$99.00 administration processing fee.
16. **DISCLOSURE AND REPAIR COSTS:** If the Vehicle is damaged during the term of the Rental 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.
17. **MARKETING MATERIAL:** Abel Rent A Car franchisees will periodically contact you with marketing material. The option to continue with this or to cancel this will be provided in the correspondence.
18. **GST:** All prices are inclusive of GST.
19. **CREDIT CARD FEES:** The Renter agrees to pay an additional administration charge of 5.5% and a credit card surcharge 2.75 % when paying by credit cards.
20. **DEFINITIONS**
- "Rental agreement" means the agreement between the Renter and the Owner to hire the Vehicle and consists of the schedule, these terms and conditions, the pre-authorisation security bond slip and manual credit card voucher
- "Renter" means the person(s) identified in the Schedule as the renter(s), the credit card holder and any additional drivers.
- "Owner" means The Abel Rent A Car Trust trading as Abel Rent A Car Brisbane and its franchisees (where applicable)
- "MVI" means multiple vehicle incident (i.e. where there is more than 1 vehicle)
- "SVI" means single vehicle incident
- "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 rental 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.
- "Rental Close" means the time the Vehicle is due to be returned to the Owner

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

\_\_\_\_\_ Renter's Name

\_\_\_\_\_ Renter's Signature

\_\_\_\_\_ Date

\_\_\_\_\_ Time

\_\_\_\_\_ Witness