

# TERMS AND CONDITIONS - THINGS WE WANT YOU TO KNOW BEFORE SIGNING

March 2016

1A. The Renter, agrees with the Owner that he/she/they will:

- Check the Vehicle for any pre-existing damage, prior to accepting delivery 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.
- 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.
- Not allow any other person or person to drive the Vehicle other than those listed in the Schedule as an Additional Driver.
- Drive the Vehicle only on sealed roads (i.e. not on dirt, sand, beach, gravel etc)
- 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 of the Vehicle or where necessary by advising the Owner and substantiate those details with a Statutory Declaration and police report within 24hrs of the accident or theft.
- Only have the Vehicle towed with the permission of the Owner.
- Not cause any lien, charge or other encumbrance to be given over the Vehicle.
- Commercials not to be driven outside South East QLD or within 250 kms radius of Brisbane.
- Ensure the correct mileage of use is recorded on the odometer.
- Drive and operate the Vehicle with due care and attention.

1B. The Renter further acknowledges that: 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 Owner's listed 500kms rate will be charged if the speedometer cable/seals have been interfered with.

2. DRIVERS 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 person 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 \$3,300 for cars, \$4,400 for utes, \$5,500 for vans, 4WD and buses and \$6,600 for trucks plus a contractors claim processing fee of \$375 plus an independent Assessors Report Fee of \$250 plus any additional charged regarding Vehicle towing, administration and credit card surcharges. This only applies to a MVI. Damaged Vehicle transport to and from repairer \$110 Brisbane metro only. This coverage is subject to clause 4.

b) Where the Renter pays the optional (LDW – MVA) insurance amount specified in the schedule and there occurs a MVI the liability of the Renter is reduced to \$660 for cars, \$880 for utes, \$1100 for vans, 4WD and buses and \$1200 for trucks plus a contractors claim processing fee of \$375 plus an independent Assessors Report Fee of \$250 plus any additional charged regarding Vehicle towing, administration and credit card surcharges. Damaged Vehicle transport to and from repairer \$110 Brisbane metro only. This coverage is subject to clause 4.

## 4. \*\*WARNING\*\*

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

Where the Renter:-

- Has been Grossly Negligent as defined below in any way or to any extent;
- 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;
- Fails to make payment of any outstanding moneys or excess due to the Owner at the Rental Close;
- Is a driver of a passenger Vehicle under the age of 21 or a commercial Vehicle under the age of 25;
- Is involved in a SVI - including but not limited to off road, rollovers, beach driving, overhead, undercarriage, water, hail, storm, acts of god, animal, abuse, negligence, collisions with stationary/parked vehicles, damaged caused deliberately to the hired Vehicle and all damage caused to any other Vehicle which is known to the Renter or Renters Associate.
- Admits fault to any third party when the Vehicle is damaged;
- Drives the Vehicle off a sealed road;
- Drives the Vehicle outside the states of Queensland, New South Wales or Victoria;
- Breaches any road law or regulation;
- 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 end of the rental being closed will be charges to the Renter.

c) The Renter will be deemed to have been Grossly Negligent if the Renter:

- failed to obey standard/common Australian road rules or was not operating the Vehicle in a safe and responsible manner; or
- breaches an essential term of this Rental Agreement. Essential terms and clauses 1,2,4,6,10,15,16,19
- 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;

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 the Vehicle will be deemed as destroyed and the Renter must make a down payment of \$10,000 plus a recovery fee of \$1,100, plus a contractors claims processing fee of \$375, an independent assessor report fee of \$250 and a police report fee of \$145 plus any additional charges regarding vehicle towing, demurrage, debt recovery and any legal costs (on an indemnity cost basis) in relation to any such incident. By way of example, legal costs on an indemnity basis will be \$330 for solicitor's letter or demand and \$1,650 for commencement of legal proceedings.

ii) If the Renter returns the original Vehicle keys then the Renter must make a down payment of \$10,000 plus a recovery fee of \$550, plus a contractors claims processing fee of \$375, an independent assessor report fee \$250 and a police report fee of \$145 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 was 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 12 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 contractor claims processing fee of \$375 plus an independent Assessors report fee of \$250 plus Damaged Vehicle Transport to & from Panel shop, \$110.00 plus administration plus credit card surcharges for all accidents, damage & theft claims plus any additional charges regarding Vehicle towing, demurrage, police and assessor reports, debt recovery and any legal costs (on an indemnity cost basis) in relation to any such incident. By way of example, legal costs on an indemnity basis will be \$330 for solicitor's letter of demand and \$1,650 for commencement of legal proceedings. The Renter also acknowledges and understands that he or she may not receive any available refund until the accident – damage process has been finalized 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 a 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 MAILED to Claims Department PO Box 3144, Hendra, Qld, 4011.

h) INSURANCE CONTACTS 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. INFRINGEMENT NOTICES: The Renter agrees that all fines, infringement penalties and other costs, charges and expenses incurred by the Contractor and caused by the Renter are to be paid by the Renter and the Renter also agrees to pay the Contractor's Administration Processing Charges. These payments will be charged to the Renter's credit / debit card at the time of processing the fines, infringement penalties or other payment without prior notice. Speeding fines and red light camera fines will be processed by way of Statutory Declaration.

Contractor's administration processing charge: Toll/E- Tags Infringements (\$55.00 each); Roadside Assistance due

to Renter error etc. (\$125.00 each); Parking fines, speeding fines and red light camera fines (\$110.00 each).

6. FUEL AND CLEANING OF VEHICLES: The Owner endeavours to supply rental Vehicle with a full tank of fuel and in a clean condition. The Owners rental sites do not have Vehicle re-fuelling facilities on site, therefore the Renter agrees to return the Vehicle full of fuel or a refuelling service charge of \$3.30 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 the time of return Vehicle.

7. CANCELLATION POLICY: If within 15 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 RETURNS: When renting a vehicle, please rent according to your minimum plans as there are no refunds for early returns.

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 rate hour by hour rate) until checked in by the depot to which it must be returned during its business hours. One day equals 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 understand that the signed preauthorization 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 Renters pre-authorization amount will be held by the Renters Bank (not the Owners Bank) for us to 21 business days. Please Note: The Owner does not bank these funds into its account, the Renters funds are held by the Renters bank.

11A. PRIVACY ACT: The Renter authorises the Owner to obtain report from any Credit Reporting Agency and a Police Report, from any Police department or agency which contains details of the Renters personal and commercial credit information for the purpose of this Rental Agreement pursuant to Section 18H & 18K of the Privacy Act 1988 (Cth). Copies of the Renters 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.

11B. PRIVACY POLICY Privacy of your information is subject to our Privacy Policy.

We may require certain personal information from you in order for you to access and use our vehicle 4 hire services. If you do not provide the information we require, we will not be able to provide access to and use of those services (vehicle 4 hire). You authorise and consent to our collection, retention and use of your submitted information in accordance with these provisions and the provisions of our Privacy Policy. We do not share or redistribute any of your private information with any third parties. To the extent that you submit personal information about anyone else to us, you warrant that you have obtained all necessary consents and approvals for the disclosure of that personal information to us; and the collection retention, use and disclosure of that information by us in accordance with our Privacy Policy.

12. OWNER'S 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 Renters 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 Renters 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 its protected from damage in particular from damage by water intrusion to the inside of the pan box of Commercial Vehicles.

14. GOVERNING LAWS AND JURISDICTION: The Rental Agreement is governed by and shall be contracted 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 \$3,300 to be debited to the credit or debit card used at the time of rental or the Vehicles return and subsequently if necessary to ensure that the Owner receives full payment as per this Rental Agreement. If the Renters credit or debit card payment is dishonoured for any reason then the Renter will incur an additional \$125.00 administration processing fee.

16. DISCLOSURE AND REPAIR COST: 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 of 2.75% when paying by credit cards.

20. OWNERS WARRANTY: The Owner warrants that the best of its knowledge, the Vehicle is in good condition at the time of supply of the Vehicle to the Renter and will not be held responsible for any losses incurred by the Renter as a result of any subsequent problems with the Vehicle.

21. 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-authorization 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 "WWGP Pty Ltd" trading as ARCFB (Abel Rent A Car Franchisee Brisbane). "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 a 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.

22. The Parties agree and the Renter confirms that if and when he /she incurs any indebtedness to the Owner, (including but not limited to administration or credit card fees, hire fees, stolen vehicle, repairs for damage to vehicle or that of any third party, unpaid tolls or fines, fuel and cleaning fees, loss of income accident processing or any other sum payable by the Renter to the Owner under the terms of the hire agreement) and these monies are not paid as and when they are due and owing then such monies are deemed to be lent to the Renter by the Owner and the Owner is deemed to be a Credit Provider as defined by and under the Privacy Act 1988 and time is deemed to be of the essence of the loan and the monies are deemed immediately due and payable (without the need for written demand) by the Renter to the Owner

23. WWGP Pty Ltd (ABN 82 600 903 035 ) assigns the debt for valuable consideration to ARCQ Pty Ltd, all sums due or which shall become due and owing to WWGP Pty Ltd by reason of a Hire agreement between WWGP Pty Ltd and Renter.

24. RENTERS FINANCIAL RESPONSIBILITY: Important notice to Applicant's for Credit section 18(E)(1) Privacy Act 1988. Notice of disclosure of your credit information to a credit reporting agency. (Privacy Act 1988) ARCQ Pty Ltd may give information about you to a credit reporting agency, for the following purpose: to allow the credit reporting agency to create or maintain a credit information file containing information about you. The information is limited to: \*Identity particulars – your name, sex, address, date of birth, name of employer and drivers licence details. \*Contract payments which are overdue by more than 14 days and for which debt collection action has been started. \*Advice that your contract payments are no longer overdue in respect of any default that has been listed. \*Information that, in the opinion of ARCQ Pty Ltd you have committed a serious credit infringement. \*Dishonoured payments made by you for \$100 or more dishonoured more than once. \*The debt owed to ARCQ Pty Ltd has been paid or otherwise discharged. This information may be given before, during or after the provision of a rental agreement.

**All charges are subject to final audit by the Owner Abel Rent A Car and its Franchisees - and licensed agents**

**I have read & fully understand ALL of the terms and condition of the Rental Agreement including in particular clauses 3 and 4 and I fully understand their meaning**

Renters Name

Renters Signature

Date

Time

Rental Staff Witness Name

Signature