



Retail Rentals

GFL, 14/35 Dunlop Road
 MULGRAVE VIC 3170
 Tel: 0399442523
 Email: bookings@retailrentals.com.au
 ABN: 94636748483

Rental Agreement #:

Hirer's Name:		DOB:	
Licence No.:		Issued In:	Expiry Date:
Address:			
Phone:		Mobile:	Email:

	Symbols to be used: X CHIP O DENT - SCRATCH Ø SCUFF Accessories: _____ _____ _____	Vehicle Details Make: Model: Licence Plate: Kms Out: Fuel Type: Fuel Out:	Kms In: Fuel In:
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Rental Details Start Date / Time:		Pickup Location: Return Location:
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Rates & Fees	Rate	Qty
<input type="checkbox"/> Daily Rate	\$	
<input type="checkbox"/> Standard Excess Reduction	\$20 Per day	
<input type="checkbox"/> Premium Excess Reduction	\$35 Per day	
<input type="checkbox"/> Under 25 Surcharge	\$20 Per Day	
<input type="checkbox"/> Airport Collection/Drop off fee	\$75	
<input type="checkbox"/> Additional Driver Fee	\$10 Per day	
<input type="checkbox"/> Additional Km's	\$0.33 Per Km	
<input type="checkbox"/> Windscreen Protection	\$10 Per Day	
<input type="checkbox"/> Tyre Protection	\$10 Per Day	

Total incl GST:

Additional Driver 1:		DOB:	
Licence No.:	Issued In:	Expiry Date:	
Phone:		Email:	
Additional Driver 2:		DOB:	
Licence No.:	Issued In:	Expiry Date:	
Phone:		Email:	

YOUR OBLIGATIONS

- To immediately pay the above NON WAIVER-ABLE insurance excess from \$5000 per incident in the event of any damage regardless of who is at fault until decided by the relevant insurance companies
- Australia law requires ZERO alcohol and drug level for drivers of vehicles over 12 seat capacity
- I will inform the Company of any extension of period of hire beyond stated on the rental agreement in advance of the return date.
- NO SMOKING in vehicles,\$500 penalty in case of any evidence of smoking and \$100 for each cigarette burn
- Vehicles are to be returned FULL of fuel. If it is no refueled, a \$30 refuelling charge+fuel cost will be charged
- Forwarding of traffic/parking/toll infringements will incurs a \$5.50 administration fee per notice. We recommend that you place your own e-tag in the vehicle whilst using tolls.
- I am responsible for all costs associated with windscreen damage.
- I am responsible for any tyre punctures and any abnormal tyre wear/damage. A \$30 administration fee + tyre price will be charged
- When I use the afterhours drop off service, I will remain responsible for the vehicle until the vehicle is checked by the Company staff. After hours drop off is between 5:00 PM and 9:00 AM.

SUBJECT TO TERMS AND CONDITIONS PRINTED ON REVERSE SIDE

Any accident must be reported immediately and must be accompanied by a police report.

Should the hirer(s) fail to comply with any conditions of this contract, all losses and damages suffered by the owner arising out of such failure shall be borne by and paid for by the hirer(s). Subject to the terms & conditions contained on the front and reverse hereof of which the hirer(s) acknowledges that they are aware, the hirer agrees to rent the above vehicle and elects to pay all amounts payable under this agreement by the method of payment of which details are given on this document.

The Hirer(s) accept responsibility for all traffic violations.

HIRER(S) RESPONSIBILITY

Maintaining water and oil levels is the hirer(s) responsibility. Any cost incurred will be reimbursed upon production of a receipt. Should any malfunction of the vehicle occur, any sign of overheating, you must stop the vehicle immediately or you will be held liable and loss of bond may occur

Vehicles are provided in a clean and tidy manner and should be returned in a similar state otherwise a cleaning fee will apply

LATE RETURNS

Late returns will be charged for at the rate of \$50 per hour, over one hours will be charge at full day rate.

Terms and conditions

1. Parties

This Agreement is made between the Hirer and Retail Rentals Pty Ltd.

2. Definitions

Agreement means these terms and conditions, the Rental Agreement and the Tax Invoice ('the Agreement').

Charges means and includes all charges and amounts payable by the Hirer to the Company contained in the Tax Invoice or otherwise payable in accordance with this Agreement.

Company means Retail Rentals Pty Ltd.

Hirer means any person or company named in this Agreement as the Hirer or Joint Hirer and in the case of a company includes such drivers as are nominated in writing to the Company.

Non Waiver able Damage Excess means the amount denoted as such in the Agreement.

Off Road Conditions means unusual driving surfaces and includes trails, beaches, sand, fields, paddocks and water areas;

Other Insurance means a policy of motor vehicle insurance held by the Hirer that covers the Hirer while he, she or they use the Vehicle as a substitute for the vehicle insured under that policy

Place means the address from which the Vehicle is collected by the Hirer at the commencement of the Rental Period unless otherwise agreed in writing;

Rental Period means the period commencing at the time and on the date set out in this Agreement and ending at the time and on the date that the Vehicle is returned to the Company at the Place;

Tax Invoice means the tax invoice provided by the Company to the Hirer at the commencement of the Rental Period

Vehicle means the vehicle described in this Agreement (or any substitute vehicle) and includes all parts, components, accessories or contents provided by the Company.

3. Interpretation

(a) In the case of there being more than one Hirer each shall be jointly and severally liable in respect of the provisions of this Agreement;

(b) This Agreement may only be varied in writing

(c) Headings used in this Agreement are for guidance only and shall not affect interpretation;

(d) The term Hirer shall include the Hirer and his, her or their executors, administrators, and personal representatives.

(e) Words used in this Agreement include all genders and singular words include the plural and vice versa

(f) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Victoria and the parties hereby submit to the non-exclusive jurisdiction of the courts of Victoria.

4. Condition of Vehicle

(a) The Hirer acknowledges that the Vehicle is the property of the Company and that at the commencement of the Rental Period the Vehicle was in a good and clean condition containing, so far as is detectable on an inspection of the Vehicle, only those defects detailed in any condition report signed by the Hirer.

(b) The Hirer agrees to properly maintain engine oils and coolant levels to manufacturers specifications for the Vehicle at all times during the Rental Period and immediately report any damage or loss to the Vehicle to the Company;

(c) The Hirer agrees to keep the Vehicle locked and the keys under his, her or their control at all times;

(d) The Hirer must not have repairs to the Vehicle carried out unless the Company authorizes the Hirer to do so in writing. The Company will reimburse the Hirer for any repairs to the Vehicle authorized by it provided that the cost of such repairs is verified to the reasonable satisfaction of the Company.

5. Use of Vehicle

5.1 The Hirer warrants to the Company that:

(a) None of the following persons will drive the Vehicle during the Rental Period:

(i) a person who is not named as a Hirer or Joint Hirer in this Agreement;

(ii) a person who does not hold a current unrestricted motor vehicle drivers licence for the class of Vehicle hired (learners permits and probationary licenses are not acceptable)

To rent a vehicle you must present a valid unrestricted Drivers Licence that you have held for a minimum of 12 months. The Licence must include a photo of yourself and be written in English. If the Licence is not in English you must carry an English Translation and an International Driving Permit.

(iii) a person who is not lawfully able to drive the Vehicle;

(iv) a person who is under the influence of alcohol or drugs or have a breath or blood alcohol concentration that exceeds the maximum lawful concentration in the State of Victoria;

(v) a person who has within the last 3 years been convicted of an offense relating to driving a vehicle under the influence of alcohol or drugs or with a breath or blood alcohol concentration over any legal limit;

(vi) a person under the age of 21 years;

(vii) a person who has been refused motor vehicle insurance in the last three years.

(b) During the Rental Period the Vehicle will;

(i) not leave the State of Victoria without the written consent of the Company;

(ii) only be used on a level and safe surface;

(iii) not be used for any illegal purpose race or speed or performance test of any kind;

(iv) not be used to tow or push anything;

(vi) not be used in any Off Road Conditions;

(vii) not carry any greater load or be used for a purpose for which the Vehicle was not designed or constructed or carry any greater number of persons than the Vehicle has seat belts;

(viii) not carry passengers for hire, fare or reward;

(ix) not be used in contravention of any law, rule or regulation;

(x) not be used if it suffers damage or is unsafe;

(xi) not be used to transport goods unless with the prior written consent of the Company and only then upon obtaining and complying with all required approvals permits or licenses and in accordance with the Vehicle s manufacturer s recommendations;

(xii) not be used to carry any inflammable corrosive or explosive materials;

5.2 The Hirer warrants to expects and that he she or they will notify the Company of any material changes to such information.

6. Return of Vehicle

6.1 The Hirer must return the Vehicle to the Company;

(a) To the Place, on the date and by the time set out in this Agreement;

(b) In the same condition as it was at the commencement of the Rental Period (fair wear and tear accepted).

6.2 If the Hirer returns the Vehicle to a location other than the Place the Hirer shall pay the Company expenses of having the Vehicle returned to the Place;

6.3 The Hirer shall be responsible for all loss and damage suffered by the Company caused by the Hirer to the Vehicle or any other vehicle or property at the Place when returning the Vehicle;

6.4 If the Vehicle is returned late the Hirer must pay all additional rental charges to the time the Vehicle is returned to the Place;

6.5 The Company may take possession of the Vehicle without notice if the Company reasonably expects that:

(a) The Hirer has breached or will breach any term of this Agreement;

(b) Damage or loss may occur to the Vehicle or any personal property;

(c) The Vehicle is involved in any industrial dispute;

7. Payment of Charges

7.1 The Hirer agrees to pay to the Company on demand:

(a) All Charges specified and payable under this Agreement until the Vehicle is returned to the Place or repossessed by the Company and the Company has had the opportunity to inspect the Vehicle.

(b) All costs and expenses or loss or damage incurred by the Company as a result of a breach of this Agreement by the Hirer;

(c) Where applicable the Non Waiver able Damage Excess

(d) All costs and expenses paid or payable to any person arising out of the Hirer's use of the Vehicle or imposed upon the Company or the Hirer by any statutory or other authority (including all fines, penalties and toll charges);

(e) All applicable government taxes, duties or other such liabilities that may be levied or charged

7.2 The Hirer irrevocably and unconditionally authorizes the Company to charge all monies payable to the Company under this Agreement to the Hirer's credit card or charge account.

7.3 If any payments due to the Company under this Agreement are not paid by the Hirer on demand, the Hirer must also pay to the Company;

(a) interest on all outstanding monies calculated daily at the rate of 8% per annum;

(b) all costs and expenses reasonably incurred by the Company as a result thereof (including legal costs) on a full indemnity basis.

7.4 Payment

(a) Payment must be made by credit card when collecting the vehicle. The credit card holder needs to be present when the vehicle is collected. If your Fastbreak or Corporate Account has a charge back facility, such as Direct Pin, ACTO or OTTO, this does not apply to you.

When you collect your vehicle a pre-authorisation will be made on your credit card for the estimated value of the rental and any applicable security bond. Provided the vehicle is returned undamaged and no additional charges apply (e.g. fuel), the pre-authorisation is cancelled.

(b) Debit Card Policy

The Company accepts **Credit Card** for the payment of a vehicle rental which:

- is issued by a bank or other financial institution; and
- displays the MasterCard or Visa logo; and
- has the customer's name and card number on the card.

At commencement of rental, the company does not accept a prepaid or reloadable 'stored value' card, a travel money card or an EFTPOS card. A credit card as outlined above must be presented at commencement of rental.

At the start of your rental a hold will be placed on your account for total rental charges plus a bond of \$500. Charges will be processed after completion of the rental and if applicable the unused portion of the authorisation will be released to you. Depending on your bank, this may take up to 10 business days. The Company will not be held responsible for any overdraft fees based on this policy.

8. Loss and Damage Cover

Subject to Clause 9 the Company shall indemnify the Hirer against claims for property damage and the Hirer's legal liability to persons arising out of the use of the Vehicle subject to and conditional upon the Hirer:

- (a) the Hirer paying the Non Waiver able Damage Excess for each separate event involving such claims irrespective of cause or fault;
- (b) not being covered under any Other Insurance covering the claims; and
- (c) completing to the reasonable satisfaction of the Company an accident report in the form requested by the Company

9. Conditions of Cover and Exclusions to Cover

The indemnity covered by clause 8 does not extend to or include the following for which the Hirer shall be responsible:

- (a) the Non Waiver able Damage Excess
- (b) damage or loss arising from theft where the Vehicle was left unlocked or insecure or the Hirer has not kept the keys secure
- (c) interior damage to the Vehicle that requires cleaning or repair
- (d) the cost of rectifying any tire not attributable to normal wear and tear;
- (e) windscreen damage;
- (f) the cost of repairing any damage or loss caused deliberately or recklessly by the Hirer or any passenger carried during the Rental Period;
- (g) the cost of repairing any damage or loss to the Vehicle or to third party property caused by using, or permitting the Vehicle to be used, in any area prohibited by this Agreement or for any purpose prohibited by this Agreement;
- (h) the cost of repairing any water damage to the Vehicle
- (i) damage or loss to the Vehicle or any third party property caused by the failure to secure properly any load or equipment
- (j) the cost of towing or salvaging the Vehicle from remote areas
- (k) damage or loss caused to the Vehicle through the use of snow-chains or roof-racks
- (l) cost or expenses incurred including legal costs on a full indemnity basis and interest as a result of the Hirer failing to deliver to the Company immediately any summons, complaint, demand or notice in relation to any loss or damage
- (m) damage or loss to any personal property owned by the Hirer or any relative, associate, passenger or other person known to the Hirer or in the Hirer's possession.

(n) Damage or loss to personal property left in the Vehicle

(o) Overhead and under carriage damage is not covered under any insurance. Driver/Renter is fully responsible for **Overhead and under carriage damage**

(p) In Australia, this reduces the excess in most cases by an amount dependent on the age of renter, location, type of vehicle and rate. Please contact your rental location for specific information on the reduced excess. Note: the company does not cover certain loss or damage and cannot be waived in full.

10. The Company Liability

10.1 Except where it is negligent, the Company is not liable to any person, and the Hirer indemnifies the Company, for any loss of, or damage to, any property.

10.2 Nothing in this Agreement is intended to exclude, restrict or modify any non-excludable provisions of any State or Federal legislation.

11. Claims and Proceedings

Where the use of the Vehicle during the Rental Period results in any accident or claim, or where damage or loss is sustained to the Vehicle or any other property, the Hirer must:

(a) immediately report any incident to police and cooperate with their enquiries

(b) immediately report any incident to the Company in writing

(c) not, unless the Company agrees in writing, make or give any offer of payment, settlement, waiver, release or admission of fault or liability.

(d) allow the Company or its insurer at its own cost to institute and/or conduct as it sees fit any legal proceedings in your name that relate to any such incident

(e) comply with all reasonable requirements of the Company including providing a written statement and other assistance that the Company or its insurer may request, including attending a lawyer's office and at Court to give evidence.

(f) allow the Company to claim in the Hirer's name under any Other Insurance and assigning rights there under to the Company.

12. **After Hours Dropoff Service**

12.1 In the event you choose to use to the Company's after hours drop off service, you hereby agree to accept any and all responsibility for the vehicle until such time as an authorised member of the Company has inspected the vehicle.

12.2 In the event the vehicle is stolen or damaged after you have dropped it off but prior to the Company inspecting you must pay the Non Waiver-able insurance excess to cover any costs of damage.

13. **Optional Extras**

(a) The Company holds your request with your reservation however cannot guarantee availability until rental pickup.

14. **Vehicle Type**

(a) Vehicles displayed are for demonstration purposes only. Brands and models may vary by location. Vehicles are subject to availability at time of rental.

15. **Additional Charges**

(a) In Australia, GST, Administration Fee, Registration recovery fee, Airport Concession Recovery Fees or Premium Location Surcharges apply to optional coverage's, one way fees and any other miscellaneous charges (e.g. re-fuelling charges or late return fees). Any additional miscellaneous charges will incur these additional fees and taxes. Airport Concession Recovery fees or Premium Location Surcharges are charged at most Major Airport Locations.

By signing this agreement, I confirm that I have read and agreed to the terms and conditions of the rental agreement

Name of Hirer:

Signature of Hirer (1).

You should not sign this unless you are sure you understand its effect

Name of Hirer:

Signature of Hirer (2).

You should not sign this unless you are sure you understand its effect

Name of Employee:

Signature of Retail Rentals.

You should not sign this unless you are sure you understand its effect