

CONDITIONS OF HIRE

.1. In This Agreement:

- .(a) 'owner' means, Franchisee of Netw. Rentals Pty Ltd for or on whose behalf this Agreement is entered into and it's respective servants or agents.
- .(b) 'hirer' means the person named on the face hereof who signs this agreement and any person whose agent signs this agreement
- .(c) 'vehicle' means the vehicle described on the face hereof, or replacement vehicle therefore, including its components, spare parts and associated equipment.
- .(d) 'period' means the period of hire set out on the face hereof and when no period is specified an amount of time expiring at 6.00 .p.m. on the date of hire
- .(e) 'kilometre charge' means an amount calculated by multiplying the number of kilometres travelled by the vehicle having regard to the odometer affixed thereto by the rate then chargeable per kilometre travelled as set out on the face hereof
- .(f) 'joint hirer' means the person other than the hirer whose personal details appear on the face of this agreement
- .(g) 'hire charge' means the total of the owners usual hire fee for the period, fuel used by the hirer, all taxes, tolls, fines, kilometre charges, insurance fees and any other cost or expense incurred by the owner arising out of the hire of the vehicle to the hirer.

2. The owner hereby hires the vehicle to the hirer and the hirer shall take on hire the vehicle as a bailee for the period upon the terms and conditions hereinafter set forth.

.3. The hirer acknowledges:-

- .(a) that the vehicle is clean and in good repair at the commencement of the period and he undertakes to return the vehicle in the same condition.
- .(b) that in entering into this agreement the owner has relied on the truth and accuracy of the particulars provided by the hirer and set out on the face hereof.

.4. The hirer warrants:-

- .(a) that he is over the age of 21 years and holds a current drivers licence valid for the type of vehicle hired in the jurisdiction where the vehicle is hired
- .(b) that the particulars provided by him and appearing on the face hereof are true and correct.

.5. The hirer agrees:-

- .(a) to pay to the owner upon demand the hire charge for the period and the amount of insurance excess payable by the owner arising out of the hirer's use of the vehicle
- .(b) to return the vehicle full of fuel to the owner or reimburse the owner for any fuel used during the period
- .(c) to pay to the owner upon demand all charges and expenses necessarily incurred in returning the vehicle to the owner including but not limited to towing charges and repossession fees
- .(d) to reimburse the owner for the cost of any lost, stolen or mislaid components or equipment relating to the vehicle
- .(e) that he is liable to the owner for all overhead damage (being the line above the hood of the driver's cabin) caused by reason of collision with overhanging or low object or structures

- .(f) to, in the event of any damage occurring to the vehicle or mechanical difficulty manifesting itself, or any accident occurring in which the vehicle or the hirer is involved, forthwith notify the owner by telephone and in writing giving full details in respect thereof and furnish such further information in relation thereto as the owner may thereupon or at a later date require, and that the hirer will obey such instructions in respect of the vehicle as the owner may communicate to him and the hirer shall not be deemed to have any authority to pledge the owner's credit for any repairs to the vehicle and shall not create any lien therefor.
- .(g) to drive the vehicle in a careful and cautious manner as a reasonably prudent driver would do.
- .(h) that he will not use the vehicle outside of the area set out on the face hereof.
- .(i) that he is liable to the owner for all damage to the vehicle's under body as well as any damage caused in single vehicle accidents and accidents involving animals.

.6. The hirer undertakes:-

- .(a) that he will not, without the written consent of the owner, part with possession of the vehicle or authorise permit or suffer the vehicle to be driven by any person other than himself or the joint hirer
- .(b) that he will not drive or store the vehicle in a careless, reckless or dangerous manner nor whilst he is under the influence of intoxicating liquors or drugs
- .(c) that he will comply with the provisions of all statutes and all rules and regulations made thereunder in force relating to the use or driving of motor vehicles
- .(d) to use the vehicle only in accordance with the manufacturers specifications therefore
- .(e) to only use the vehicle on properly constructed or designated roads unless the owners consent in writing to do otherwise is provided
- .(f) to reimburse the owner for, and indemnify him against, any losses (including legal fees) incurred by the owner arising out of a breach by the hirer of any of his obligations herein

7. The hirer hereby authorises the owner to complete on the hirer's behalf any documentation for the purposes of the hirer making payment to the owner through a credit card or debit card system or other payment facility made available by the owner and accepted by the hirer.

8. The owner shall have the right at any time during the period of hiring to repossess the vehicle at his absolute discretion and without giving to the hirer any reason for so doing, and for that purpose to enter personally or by his agents at any time upon any building or premises where the vehicle may for the time being be housed and to break open by force if necessary any such building or premises, and the hirer agrees to indemnify the owner or his agents against any loss or damage suffered by them or any of them whilst exercising or attempting to exercise the rights conferred by this clause. On the owner repossessing the vehicle this agreement shall be deemed to be terminated, but without prejudice to any claim or demand the owner may have against the hirer in respect of any matter or thing prior to the date of such repossession.

9. The hirer shall not be entitled to recover from the owner any sum for any delay, inconvenience or loss of any kind due to any accident, breakdown or defect in the vehicle or from any other cause whatsoever and nor shall the owner be liable to the hirer for any property stolen from the vehicle or damage whilst in or left with the vehicle.

10. The hirer is strictly liable for any loss or damage suffered to the vehicle and any loss or damage arising out of the hirer's use of the vehicle or whilst it is in his possession, provided however that should the hirer not have breached this agreement he may upon completion of the accident report form and payment of the applicable excess to the owner, claim upon the owners insurance policy covering the vehicle and be indemnified to the extent of that policy a copy of which policy is available from the owner upon request.

11. Waiver by the owner of any breach of this agreement shall not constitute a waiver of any subsequent or continuing breach.

12. Cancellations: The booking deposit forfeited if you cancel after making the booking. If you cancel between 90 and 30 days prior to pickup date, you are liable for 50% of the total rental fee. If you cancel between 29 days and 7 days prior to pickup date, you are liable for 75% of the total rental fee. If you cancel within 7 days to pickup date, you are liable for 90% of the total rental fee. If you cancel on pickup day or do not show up, you will be charged the full rental fee.

13. Where the hirer is constituted by more than one person their liability hereunder shall be joint and several.

14. Words importing gender shall include other genders and words importing number shall include both the singular and the plural.