

## **Agreement for Hire of Vehicles**

**SUPPLIED BY AIRLIE TO ANYWHERE P/L ABN 87 118 809 331**

### **Definitions**

**Owner** is the proprietor of the vehicle listed in the Schedule to this agreement.

**Hirer** includes an agent of the hirer and agrees to hire the vehicle specified in the Schedule from the owner upon the terms and conditions in this agreement.

**Vehicle** means bus, van or trailer including accessories.

### **Terms and Conditions**

#### **1. Hire of vehicle**

1.1. The hiring of the vehicle will commence from the commencement specified in the Schedule and continue for the term specified in the Schedule.

1.2. The hirer is entitled to use the vehicle for the hire period. Any extension of the hire period must be agreed to by the owner.

1.3. The hirer agrees to return the vehicle to the address identified by the owner on or before the end of the hire period as outlined in the Schedule and that failure to do so can be criminal theft and may be immediately reportable to the police.

#### **2. Payment for rental**

2.1. The hirer agrees to pay the owner the hire fee specified in the Schedule for the hire period including any applicable GST or charges relevant to this agreement. Plus a bond of \$1000

2.2. The required fees must be paid to the owner prior to or on the commencement date of the hire period. Payment is by (1) cash deposited in the owners bank account five days prior to hiring date or (2) by Visa Mastercard or Diners Club card prior to pick up of vehicle.

2.3. Vehicles not returned on time and in accordance with this agreement will be subject to a continuance of the rental agreement until the return is complete.

2.4. Late returns each extra hour is charged 1/3 of the daily rate until the full daily rate has been reached

2.5. A cancellation fee may be charged by the owner where a vehicle has been reserved by booking and the hirer cancels the booking without reasonable notice or the hirer fails to take delivery.

2.6. No refunds are given for late collection or early returns.

Cancelled 8 – 24 days of collection            20% of Gross Total

7 days or less of collection                    50% of Gross Total

Within 24 hours of hire date                    100% of Gross Total

2.7. The owner may charge the hirer a fee for accepting payment by credit card

2.8. The hirer is responsible for the payment of parking fines or any other traffic violations, including penalties claimed from the owner which are incurred during the agreed period of hire even if received by the owner after completion of the hire period.

### 3. Use, operation and maintenance

3.1. The hirer shall ensure the vehicle is returned to the owner in clean condition or agrees to a reasonable cleaning fee being charged by the owner.

3.2. The cost of fuel or other consumables provided by the owner and used by the hirer are to be paid to the owner at the completion date. [ Full diesel tank on pick – up and full tank on return recommended .]

3.3. Fee apply if the Vehicle is not returned clean

- (1) Outside of Vehicle: ..... \$75 Fee
- (2) Interior Of Vehicle ..... \$120 Fee
- (3) Failure to empty toilet cassette ..... \$30 Fee

### 4. Towing

4.1. Prior to towing a trailer, written authorisation must be received from the hirer. When towing any damage caused by the trailer and or its load will be the sole responsibility of the hirer. This includes the tow vehicle and any third party

### 5. Hirers Warranty

5.1. The hirer warrants that: the vehicle will not be driven by a person who:

a. does not hold a valid unrestricted licence to drive that class of vehicle, or has had a motor vehicle insurance policy refused or cancelled.

b. has not listed their details on the rental agreement

c. has a breath or blood alcohol concentration exceeding the maximum lawful concentration under the influence of any drug ,toxic or illegal substance .

d. Tyre pressure and engine coolant to be maintained at proper levels. Use only diesel fuel for diesel engine and only petrol for petrol engine. Engine damage caused due to incorrect fuel is not covered by insurance and the hirer will be liable for repairs.

e. Recommended or legal passenger and load limits will not be exceeded.

5.2. The vehicle will not be used to tow or propel a vehicle other than a trailer authorised by the hirer within the recommended limits;

a. No illegal, prohibited or dangerous substances will be used in or carried on the vehicle

b. The vehicle will not be used for travel outside of the State or Territory in which the vehicle is hired without the express written permission of the owner;

c. The vehicle is not to be driven on unsealed or off road without the express written permission of the owner.

- d. The vehicle will not be used for any illegal purpose;
- e. The hirer will not, without prior written consent of the owner, tamper with, repair or modify the vehicle in any way, or permit another to do so;
- f. The hirer agrees that the vehicle complies with its description, is in a merchantable condition and is fit for the hirers purpose.
- g. The hirer agrees that the vehicle has been received by the hirer clean and in good working order.
- h. Smoking is prohibited in the vehicle, any detection that smoking has occurred will attract a \$100 deodorising charge.

## 6. Loss, damage or breakdown of plant and vehicle

6.1. Subject to the owner's obligations in respect of insurance under clause 6, the hirer will be responsible for any loss or damage to the vehicle irrespective of how the loss or damage occurred, except for fair wear and tear, during the hire period. In particular all loss or damage not covered by insurance as spelt out in clause 7.2 are the responsibility of the hirer.

6.2. If there is a loss, breakdown or failure of the vehicle the hirer shall notify the owner immediately for the appropriate action to be taken.

6.3. In the event of an accident involving injury or \$5000 damage the hirer shall notify the police immediately and the relevant authorities . Ensure all details of third parties and details of the event are recorded at the scene. Report to the owner immediately. Accident forms can be found on the vehicle and must be filled out and Returned to the owner.

## 7. Insurance

7.1. The owner will maintain current insurance policies in respect of the vehicle to its full insurable value including comprehensive motor vehicle accident damage insurance.

7.2. The hirer agrees that the insurance will **not** cover the following:

- (i) insurance excess first \$6000 for vehicles.
- (ii) optional \$2000 insurance excess for \$25 a day hire.
- (iii) loss or theft of the vehicle where the vehicle is left unlocked or unsecured the keys were left unsecured.
- (iv) the full costs of any repairs to be paid by the hirer for loss or damage:
  - (a) caused by driving the vehicle under or into an object lower than the height of the vehicle;
  - (b) caused by loading or unloading the vehicle;
  - (c) to tyres including, punctures, cuts and abrasions over and above fair wear;
  - (d) to the under body of the vehicle when no other vehicle is involved;
  - (e) caused while the vehicle is being driven or towed upon a road that is unsealed or is not a public road;
  - (f) caused by total or partial immersion in water regardless of cause;
  - (g) to the interior of the vehicle including the need for professional cleaning
  - (h) any damage other than normal wear to all mechanical components and body of the vehicle. caused by operating the engine when overheated, insufficient lubrication , incorrect fuel or mistreatment .
  - (I) damage caused whilst a hirer is in breach of this agreement.

## **8. Disclaimer and indemnity**

8.1. To the full extent permitted by law the owner disclaims all liability for and does not give any warranties to the hirer as to the condition of the vehicle.

8.2. To the full extent permitted by law the hirer releases, discharges and indemnifies the owner from all claims and demands on the owner arising out of or consequent on the use or misuse of the vehicle during the hire period.

8.3. Without limiting clause 7.2 of this agreement, the hirer agrees that to the full extent permitted by law, no warranties are given by the owner in respect of the vehicle. Any liability of the owner pursuant to any warranty which cannot be excluded by law will not exceed either the cost of repairing the EWP or the cost of resupplying the EWP, in the discretion of the owner.

8.4. Mechanical breakdowns. In the case of mechanical failure and the vehicle cannot be driven, the owner will only reimburse you for the time that the vehicle was unavailable for use. The failure of accessories is not considered a breakdown and no amount will be refunded. The owner is not responsible for any accommodation charges, alternative transport costs, meals, change of itinerary or out of pocket expenses resulting from a breakdown or an accident.

8.5. Authorization must be obtained before replacing tyres or windscreens. The hirer is responsible for replacing damaged tyres and repairs, unless caused by normal wear. Only the same size and ply rating, steel belted radial tyres as on the vehicle may be fitted. The hirer is responsible for replacing damaged windscreens.

## **9. Title to vehicle**

9.1. The hirer acknowledges that the owner retains title to the vehicle and that the hirer has rights to use the vehicle as a mere bailee only. The hirer agrees that the hirer has no rights to pledge the owner's credit in connection with the vehicle.

9.2. The hirer agrees not to agree, offer or purport to sell, assign, sub-let, lend, pledge, mortgage let or hire or otherwise part with or attempt to part with personal possession or otherwise not to deal with the vehicle and not to conceal or alter the goods or make any addition or alteration to, the vehicle.

## **10. Repossession and remedies on default**

10.1. The owner may retake possession of the vehicle if the hirer breaches any provision of this agreement or does not pay their account in the time agreed, notwithstanding anything else herein contained.

10.2. If repossession takes place, the owner shall only charge the hire fee up to and including the time of repossession.

10.3. All costs incurred by the owner incurred in repossessing due to a breach are to be paid by the hirer.

10.4. In the case of repossession due to a breach of this agreement the hirer agrees to grant the owner permission to enter any premises where the vehicle is situated to remove it.

10.5. In addition to the owner's right to retake possession, the owner is entitled in its discretion, following any breach of any provision of this agreement by the hirer, to terminate this agreement, and/or sue for recovery of any damages or charges or loss suffered by the owner, and/or cancel any insurances effective in respect of the vehicle hired.

## **11. Completion of the hire period**

11.1. The hire period is completed when the vehicle has been returned to the owner in the same condition as when it was hired:

- (i) on or by the date and time outlined in the Schedule, or
- (ii) will be deemed completed on the date agreed to for pick-up by the owner.

11.2 Where pick-up is agreed the owner will arrange to pick up the equipment within a reasonable period of a request to do so.

11.3 The hirer agrees to maintain the responsibility for the vehicle whilst awaiting pick- up.

## **12 Non-merger**

12.1 The covenants, agreements and obligations contained in this agreement will not merge or terminate upon the termination of this agreement and to the extent that they have not been fulfilled or satisfied or are continuing obligations they will remain in force and effect.

## **13 Severance**

13.1 If any provision of this agreement is wholly or partly invalid, unenforceable, illegal, void or voidable, this agreement must be construed as if that provision or part of a provision had been severed from this agreement and the parties remain bound by all of the provisions and part provisions remaining after severance.

## **14 Governing law**

14.1 This agreement is governed by the laws of the State or Territory where the agreement is made and each party submits to the exclusive jurisdiction of the Court of that State or Territory.

## **15 Privacy policy**

15.1 The owner will comply with the National Privacy Principles in all dealings with customers. Information on our privacy policy is available on request.

## **16 Disputes**

16.1 Both the owner and the hirer agree that any disputes arising from the hire and use of the vehicle shall be negotiated with a view to settlement with the assistance of the Hire and Rental Industry Association (Tel 02 9997 5166) before litigation is pursued.