

TERMS OF CONTRACT

1. This agreement is made on the day overleaf between **BRIAN'S AUTO CENTRE PTY LTD** trading as **BRIAN'S AUTO HIRE** ("the company") and the hirer (Including any authorised drivers) ("the hirer") identified overleaf to rent the motor vehicle described overleaf including accessories, tools, tyre and equipment and any replacement vehicles ("the vehicle").
 2. **DELIVERY OF VEHICLE**

The vehicle is delivered to the hirer in good repair with the seal of the odometer not broken, and in a clean condition. The hirer must return the vehicle in the same condition, save for fair wear and tear, excluding any windscreen damage, together with all tools, tyres, accessories and equipment delivered with the vehicle. The vehicle must be properly cleaned and if returned in a dirty condition, in the opinion of the company, it will be cleaned at the hirer's expense.
 3. Subject to clause 4 below, the hirer is strictly liable for any loss or damage suffered to the vehicle, or for any claims arising out of the use of the vehicle while in the possession of the hirer.
 4. The hirer's liability under clause 3 will not exceed \$1,500 (if driver aged 21 to 25 years) or \$1000.00 (if driver aged 26 & over) for each and every claim subject to the hirer complying with the following duties and obligations:
 - a. the hirer must not through any negligent act or omission allow the vehicle to be stolen and
 - b. the hirer must not overload or incorrectly load the vehicle resulting in loss or damage to the vehicle; and
 - c. the hirer must not allow any tyre or tyres of the vehicle to suffer loss or damage; and
 - d. the hirer must not allow the vehicle to be driven by a person other than the hirer or any authorised driver, named overleaf and
 - e. the hirer must not allow the vehicle to be driven by a person:
 - i. who is under the age of 21 years; or
 - ii. not a holder of a current driver's licence entitling the person to drive the vehicle at the material time; or
 - iii. who is under the influence of liquor or a drug; or
 - iv. whose blood alcohol concentration as determined by a blood or breath test exceeds that permitted by the law; or
 - v. who, upon a requirement properly made by a police officer in connection with the person driving the vehicle, fails to provide a specimen of breath or blood for analysis; and
 - f. the hirer must not make any false or misleading statements to the company, either in connection with this agreement or in respect of the reporting of any incident occurring during the hire period; and
 - g. the hirer and any authorised driver must give full co-operation and assistance (at their own expense) to the company in investigating any such incident or prosecuting any legal rights possessed by the company against third parties arising out of any such incident; and
 - h. the hirer and any authorised driver must not deliberately or recklessly cause mechanical or any other damage to the vehicle, and
 - i. the hirer must not damage any tipping device where such facility is fitted and if so, the standard excess is doubled; and
 - j. the hirer or any authorised driver must not drive the vehicle on any unsealed or dirt roads or on sand or beaches without the prior written authorisation of the company; and
 - k. the hirer or any authorised driver must not part with possession of the vehicle, or permit the vehicle to be taken outside of Australia; and
 1. the hirer or any authorised driver must comply with statutes and all rules and regulations in force in relation to the use of driving of motor vehicles; and
 - m. must not use the vehicle outside a 500 kilometre radius of the place of hire, being the company's premises at 2064 Gold Coast Highway, MIAMI, eg. no further north than Gladstone, no further west than Roma and no further south than Taree (these examples are indicative only); and
 - n. the hirer must not breach any other condition of this agreement.
5. Any money due or payable by the hirer to the company will be paid on demand or debited to the credit card of the hirer within the sole discretion of the company.
6. The hirer must keep the vehicle secure and is totally responsible for any lost, stolen or mislaid components or equipments of the vehicle.
7. **REPOSSESSION**

The company will have the right at any time during the period of hiring to repossess the vehicle at its absolute discretion and without giving to the hirer any reason for doing so, and for this purpose to enter personally or by its 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 such building or premises, and the hirer agrees to indemnify the company or its agents against any loss or damage suffered by them or any of them as a result of exercising or attempting to exercise their rights covered by this clause. On the company repossessing the car or attempting to repossess the car, this agreement will be deemed to be determined, but without prejudice to any claim or demand the company may have against the hirer in respect of any matter or thing prior to the date of the repossession or attempt to effect repossession.
8. **PERIOD OF HIRE**

The hire of the vehicle is strictly limited to the period stated overleaf provided that if no period of hire is so specified the period of hire will terminate at 6.00pm on the date of hire. The hirer must return at the hirer's own expense the vehicle to the address stated overleaf if no such address is stated overleaf, to the place from which the said vehicle was hired no later than the expiration time of the period of hire. If the vehicle cannot be returned by the expiration time of the hire, the hirer must advise the company or its agents and additional rental will be charged for the hire on the basis of the rates stated overleaf. Any after hours return will incur an additional fee of \$50.00. Any failure to return the vehicle will result in all costs of and incidental to the locating and recovery of the vehicle being paid by the hirer.
9. **ASSIGNMENT OF AGREEMENT OR VEHICLE**

The hirer is not permitted to transfer or assign to any other party this agreement without the prior written consent of the company. The hirer will not sell, offer for sale, assign, mortgage, pledge or sub-let the vehicle or interest of the company in the vehicle or to allow any lien to be created in respect of the vehicle for repairs or otherwise.
10. If the vehicle breaks down due to the negligent act or omission of the hirer, the hirer will arrange at the hirer's own expense the return of the vehicle to the company. The period of hire will be determined upon the return of the vehicle and the hirer will be solely responsible for any expenditure, damage or loss incurred by the hirer arising out of the breakdown or failure of the vehicle, whether caused by fair wear and tear or negligence on the part of the company or any other reason whatsoever.
11. **FUEL**

The vehicle is delivered full of fuel on commencement of the hire and must be returned by the hirer refueled on completion of the hire or any shortfall of fuel will be charged to the hirer.
12. **ACCIDENTS**

In the event of any damage occurring to the vehicle or mechanical difficulties, or any accident occurring in which the car or the hirer is involved, the hirer agrees to immediately notify the company by telephone and in writing giving full details of the incident and will furnish such information in relation to the incident as the company may require and will obey such instructions in respect of the vehicle as the company may communicate to the hirer and the hirer will not be deemed to have any authority to pledge the company's credit for any repairs to the car or to create any lien.
13. **FAILURE TO RETURN VEHICLE CIVIL AND CRIMINAL PROCEEDINGS**

The company will report any failure to return the vehicle to the police unless the hirer has the prior consent of the company to extend the period of hire. The company has full discretion whether to take any civil or criminal proceedings for the recovery of possession of the vehicle and any loss resulting from the hire and the hirer agrees to indemnify the company from any loss or damage caused to the vehicle, or suffered by the hirer of the company.
14. **ODOMETER**

If the seal of the odometer is broken, the persons responsible will be reported to the police and the hirer is responsible for extra charges, being an agreed damage, based on the use of the car of 500km per day at 50c per kilometre (ie \$250.00 per day) together with the repair costs of the odometer.

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15. LIABILITY

The hirer and all drivers authorised overleaf are jointly and severally responsible on this agreement for all liability attributed to the hirer, including but not limited to the rental charges, payment of any parking or traffic violations and reimbursement for any loss or damage caused to the vehicle.

16. INSURANCE

It is a condition of this hire agreement that the hirer pay for insurance. Any conduct of the hirer or any authorised driver avoiding such insurance will be the sole responsibility of the hirer and any authorised driver.

17. GST

Where pursuant to this contract any amount is payable by the hirer in respect of which a rate or cost is nominated

on this contract then the nominated rate payable by the hirer is the gross amount of the fee inclusive of the GST component.

Where no rate or cost is specified and the company itself supplies the goods or services to the hirer, the company will charge the hirer the retail amount normally charged by the company for the provision of that good or service including the amount of GST applicable to that supply.

Where a third party supplies the good or service, the hirer is liable to pay the gross amount charged by that party to the company (including GST), plus an 11% markup for administration by the company (including GST).

Where pursuant to this contract any amount is payable by the hirer for damages or pursuant to an indemnity granted by the hirer to the company, then the hirer must also pay to the company the amount of any GST payable by the company in respect of the entitlement to receive that payment, whether the entitlement arises by virtue of an order of a court compromise or any other means.

PRIVACY ACT 1988

I\We acknowledge receiving a copy of your privacy policy and consent to you using my/our personal information for your stated purposes.

I\We do not consent to you providing any of my/our personal information to persons/organisations who request credit references about menus from you.

