

INTERPRETING YOUR RENTAL AGREEMENT - Part B

The Rental Agreement ("**Rental Agreement**") between [Asset Rentals](#) and You is made on the date shown on the Rental Document You have signed in respect of the Vehicle ("**Rental Document**"), and is made up of that Rental Document and these Terms and Conditions.

In these Terms and Conditions:

"**Australian Consumer Law**" means the Australian Consumer Law set out in Schedule 2 of the Competition and Consumer Act 2010 (cth) as amended or replaced from time to time.

"**Authorised Driver / Joint Renter**" means:

an additional driver who is noted on the Rental Agreement as an Authorised Driver or Joint Renter.

Your spouse; Test

Your employer for a fellow employee, if either is engaged in activities that are incidental to Your business duties.

'**Collection Costs**' means [Asset Rentals](#) reasonable costs of collecting unpaid rental charges from You (including [Asset Rentals](#) legal costs) and [Asset Group Pty Ltd](#) administration fee of \$132.00 (incl GST) and its debt collection agents fee equal to 12% of the unpaid rental charges;

'**Excess Amount**' means the amount shown as Excess Amount on the Rental Agreement.

'**Excess Reduction**' means the product called Excess Reduction that You may purchase before the rental commences to reduce any excess amount payable;

'**Loss Damage Waiver**' means the loss damage waiver described on the Rental Agreement as LDW which reduces Your financial responsibility for loss damage to the Vehicle to the Excess Amount;

'**Overhead Damage**' means damage (excluding hail damage) to the Vehicle above the top of the door seal or the top of the front and back windscreens, or damage to the third party property, caused by the Vehicle coming into contact with anything overhanging or obstructing its path, objects being placed on the roof of the Vehicle, or You or any person standing or sitting on the roof of the Vehicle;

"**Asset Rentals**" means [Asset Group Pty Ltd](#) ABN 431 696 131 97

'**Rental Charges**' means the fees, costs, amounts and charges specified on the Rental Agreement.

"**Rental Period**" means the period commencing on the date shown on the Rental Document and ending on the date that You return the Vehicle to [Asset Rentals](#);

"**Substitute Vehicle Insurance**" means a policy of motor vehicle insurance held by You or an Authorised Driver which covers You or the Authorised Driver while You or the Authorised Driver use the Vehicle as a substitute for the vehicle insured under that policy;

"**Vehicle**" means the vehicle described on the Rental Document (or any substitute vehicle), and includes its parts, components, accessories and contents supplied by [Asset Rentals](#);

"**You**" or "**Your**" refers to the person(s) with whom the Rental Agreement is made.

1. DRIVER

1.1 You agree, acknowledge and warrant that:

- (a) only You or an Authorised Driver will drive the Vehicle; and
- (b) You and any Authorised Driver are currently licensed to drive the Vehicle and have been so licenced to drive for a period of 12 months or longer (excluding any time under a learner's permit or a provisional licence); and
- (c) You and the Authorised Driver are not under 21 years age; and
- (d) You and the Authorised Driver have not had Your driver's licence cancelled, endorsed or suspended within the last three years.

2. WHERE YOU CAN AND CANNOT DRIVE THE VEHICLE

2.1 You and any Authorised Driver must only use the Vehicle on a road, which is properly formed and constructed as a sealed, metalled or graded gravel road.

2.2 You and any Authorised Driver must not, unless authorised in writing by [Asset Rentals](#), drive or take the Vehicle:

- (a) to Kangaroo Island; however, if so authorised, You and any Authorised Driver must not drive the Vehicle between dusk and dawn outside the town limits;
 - (b) to Fraser Island, Bruny Island, Groote Eylandt, to Gove Peninsula, Tiwi Islands, Stradbroke Islands, Moreton Island, or any island off the coast of Australia;
 - (c) into or out of the Northern Territory, or to any points in Western Australia north of Carnarvon;
 - (d) in Queensland:
 - (1) on Highway No. 27 beyond Chillagoe in a Westerly direction;
 - (2) on Highway No. 1 beyond Normanton in a Southerly direction and no further North than Karumba;
 - (3) if the Vehicle is a passenger vehicle or truck, beyond Cooktown to the North or Lakeland to the West and no further than Cape Tribulation on the Coast Road;
 - (4) on the Coast Road from Helenvale to Cape Tribulation, or from Laura to Lakeland unless the Vehicle is a Four Wheel Drive;
 - (e) in the snow (at anytime and anywhere (including Tasmania));
 - (f) above the snow line in:
 - (1) in New South Wales (being Jindabyne); or
 - (2) Victoria (being Bright),
- From the beginning of June until the end of September;
- (g) on beaches or through streams, dams, rivers or flood waters;
 - (h) in the Northern Territory:
 - (1) on the Jim Jim Falls Road to Jim Jim Falls and Twin Falls; or
 - (2) outside any town or city limits between dusk and dawn.
 - (i) in Western Australia:
 - (1) to any parts North of Carnarvon;
 - (2) on the Gibb River, Cape Leveque Road, Widdjana Gorge, Canning Stock Route, Gunbarrel Highway and Hollard Track;
 - (3) beyond 200 kilometres of the Perth city limits between dusk and dawn; or
 - (4) otherwise, outside any town or city limits between dusk and dawn

outside any city limits between dusk and dawn; or

3. USE OF THE VEHICLE

3.1 You and any Authorised Driver must:

- (a) not allow the Vehicle to be used for any illegal purpose, race, contest or performance test of any kind;
- (b) not allow the Vehicle to be used to tow (unless authorised by Asset Rentals) or push anything;
- (c) not carry more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle, or carry a greater load than that for which it was built;
- (d) not be under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit in the State or Territory in which the Vehicle is driven;
- (e) not allow the Vehicle to be used to carry passengers for payment or reward of any kind;
- (f) not use the Vehicle when it is damaged or unsafe;
- (g) not use the Vehicle to transport goods, except in compliance with all necessary approvals, permits, licences and government requirements (to be obtained at Your cost) and in accordance with the Vehicle manufacturer's and [Asset Rentals](#) recommendations;
- (h) not use the Vehicle for the conveyance or towing of any load which is incorrectly loaded or secured or is in excess of that for which the Vehicle was constructed;
- (i) not, without [Asset Rentals](#) prior written consent, use the Vehicle to carry any inflammable substance which has a flash point under 22.8°C or any other explosive or corrosive substances; and
- (j) not use the Vehicle in contravention of any law.

3.2 You must pay for any unauthorised repairs to the Vehicle and for all parking and traffic infringements in respect of the Vehicle during the Rental Period.

3.3 You and any Authorised Driver must not carry any animal or pet in the Vehicle.

3.4 You and any Authorised Driver must not drive the Vehicle if [Asset Rentals](#) has so directed You and any Authorised Driver.

3.5 You and any Authorised Driver or any passenger must not smoke in the Vehicle.

4. MAINTENANCE, SECURITY AND SAFETY

4.1 You and any Authorised Driver must:

- (a) maintain all of the Vehicle's engine oils and engine coolant levels to the manufacturer's specifications, as set out in the Vehicle's operations manual located in the glove box or otherwise as required to maintain the Vehicle's efficient performance;
- (b) keep the Vehicle locked and the keys under Your or the Authorised Driver's personal control at all times; and
- (c) comply with any applicable seat belt and child restraint laws.

4.2 You must not service the Vehicle or have repairs to the Vehicle carried out unless [Asset Rentals](#) authorises You to do so. [Asset Rentals](#) requires verification of the cost of repairs for audit and GST purposes. You should obtain an original tax invoice/receipt to assist [Asset Rentals](#). [Asset Rentals](#) will reimburse You for any repairs to the vehicle authorised by it, provided that the cost of those repairs is verified to the extent that [Asset Rentals](#) cannot verify the cost of repairs, [Asset Rentals](#) will not reimburse You.

4.3 You and [Asset Rentals](#) acknowledge that the Vehicle is generally in an undamaged condition except as otherwise stated on the Rental Document.

5. LOSS DAMAGE WAIVER, DAMAGE AND LOSS OF PROPERTY

5.1 Subject to this clause 5, and to the fullest extent permitted by applicable law, You are liable:

- (a) for the loss of, and all damage to, the Vehicle; and
- (b) for all damage to the property of any person:
 - (i) which is caused or contributed to by You or an Authorised Driver; or
 - (ii) which arises from the use of the Vehicle by You or an Authorised Driver.

This clause 5 does not apply to any damage or loss for which [Asset Rentals](#) is liable to You under this Rental Agreement.

Remember that references to the "Vehicle" include all of its parts, components, accessories and contents (see the definition of "Vehicle" in clause 1).

5.2 Subject to clause 5.3, if:

- (a) You accept the Loss Damage Waiver option on the Rental Document at the commencement of the Rental Period; and
- (b) where applicable, You pay the excess shown on the Rental Document for each separate event involving damage to or loss of, the Vehicle or for each separate event involving damage to the property of any third party which is caused by or arises from the use of the Vehicle by You or an Authorised Driver, [Asset Rentals](#):
- (c) waives Your liability under clause 5.1 for damage to the Vehicle or loss of the Vehicle;
- (d) provided that You and any Authorised Driver are entitled to be indemnified under a policy of motor vehicle insurance provided by a registered insurer for Your and an Authorised Driver's legal liability to a third party for damage to the property of that third party which is caused by the use of the Vehicle by You or an Authorised Driver.

5.3 You must always pay, and clause 5.2 does not cover:

- (a) the excess shown on the Rental Document if there is damage to or loss of the Vehicle or if there is damage to the property of any third party;
- (b) the cost of rectifying any tyre damage not attributable to normal wear and tear;
- (c) the cost of repairing any damage caused deliberately or recklessly by:
 - (i) You;
 - (ii) any other driver of the Vehicle; or
 - (iii) any passenger carried during the Rental Period;
- (d) the cost of repairing any damage to the Vehicle or to third party property caused by You or an Authorised Driver using, or permitting the Vehicle to be used, in any area prohibited by the Rental Agreement;
- (e) the cost of repairing overhead or roof damage caused by, but not limited to, contact between the Vehicle and objects overhanging or obstructing the path of the Vehicle; or
- (f) the cost of repairing any water damage to the Vehicle or any underbody damage, and any resulting damage from that underbody damage, to the Vehicle.

(g) under any circumstances where the Vehicle has been refuelled with fuel other than that recommended by the Vehicle manufacturer.

(h) under any circumstances where the Vehicle and its keys are unsecured

5.4 For the purposes of this clause 5, You must pay for any damage or repair that may be reasonably determined by [Asset Rentals](#) the amount which includes:

(a) the cost of repairs to the Vehicle or the market value of the Vehicle

at the time of the loss or damage, whichever is the lesser;

(b) appraisal fees;

(c) towing, storage and recovery costs;

(d) a reasonable administrative fee reflecting the cost of making arrangements for repairs and towing and other administrative activities; and

(e) a per day loss of use fee based on the estimated downtime of the Vehicle.

If the amount determined by [Asset Rentals](#) and paid by You under this clause 5.4 exceeds the final cost of the damage or repair, [Asset Rentals](#) will refund the difference to You.

6. RETURN OF VEHICLE

6.1 You must return the Vehicle to [Asset Rentals](#):

(a) to the place, on the date and by the time shown on the Rental Document (or sooner if required under clause 6.4);

(b) in the same condition as it was at the commencement of the Rental Period, fair wear and tear excepted;

(c) with a full tank of fuel (or otherwise pay to [Asset Rentals](#) the cost to refuel the Vehicle).

6.2 You must return the Vehicle to a [Asset Rentals](#) location during our normal business hours. If You return the vehicle later than the time shown on the rental document, You must pay all additional rental charges.

6.3 If:

(a) You return the Vehicle on a date, or at a time, or to a place other than that shown on the Rental Document; or

(b) any special conditions set out in the "Rates" section on the Rental Document are breached, the rates shown on the Rental Document will not apply and You must pay the [Asset Rentals](#) standard rate for the Vehicle for the Rental Period.

6.4 [Asset Rentals](#) may request the immediate return of the Vehicle, or [Asset Rentals](#) may re-take the Vehicle without notice, if [Asset Rentals](#) reasonably suspects that:

(a) You have breached a term or condition of the Rental Agreement;

(b) damage to the Vehicle, or injury to persons or property is likely to occur; or

(c) the Vehicle will be involved in an industrial dispute; or

(d) the Vehicle may be used for an unlawful purpose;

You must also pay [Asset Rentals](#) any cost it incurs as well as all costs and charges under the Rental Agreement for the period up to return/repossession of the Vehicle.

6.5 [Asset Rentals](#) reserves the right to refuse hire of another vehicle to You following any incident or accident or where You have breached a condition of this Rental Agreement.

7. CLAIMS AND PROCEEDINGS

7.1 Where the use of the Vehicle by You, an Authorised Driver, or any other person results in an accident or claim, or where damage or loss is sustained to the Vehicle or any third party property, You and/or any Authorised Driver must:

(a) promptly report such incident to the local police;

(b) promptly report such incident in writing to [Asset Rentals](#);

(c) not, without [Asset Rentals](#) written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability;

(d) permit [Asset Rentals](#) or its insurer at its own cost to bring, defend, enforce or settle any legal proceedings against a third party in Your name;

(e) permit or ensure that [Asset Rentals](#) may claim in Your name or that of the Authorised Driver under any applicable Substitute Vehicle Insurance, and assist, and cause the Authorised Driver to assist, [Asset Rentals](#) in making such a claim, including assigning any right to claim under any Substitute Vehicle Insurance to [Asset Rentals](#);

(f) complete and furnish to [Asset Rentals](#) within a reasonable time any statement, information or assistance which [Asset Rentals](#) or its insurer may reasonably require, including attending at a lawyer's office and at Court to give evidence.

8. PAYMENT

8.1 At the end of the Rental Period, You must pay [Asset Rentals](#) on demand:

(a) all charges specified on the Rental Document and all charges payable under the Rental Agreement;

(b) any amount paid or payable by [Asset Rentals](#) or You to any person arising out of Your use of the Vehicle or imposed on You or [Asset Rentals](#) by any governmental or other competent authority (such as speeding, parking and traffic fines and toll charges); and

(c) any amount for which You are liable to [Asset Rentals](#) under the Rental Agreement, in respect of a breach of the Rental Agreement or otherwise.

8.2 The minimum charge You must pay for the rental of the Vehicle is an amount equivalent to:

(a) one day's rental at the "daily rate" shown on the Rental Document (subject to clause 6.4); plus

(b) the amount payable for the number of kilometres driven during the Rental Period.

8.3 Distance charges are measured from the Vehicle's odometer.

8.4 You authorise [Asset Rentals](#) to charge all moneys payable to [Asset Rentals](#) under the Rental Agreement to Your credit card or charge account.

8.5 [Asset Rentals](#) will pay any refund due to You by such method as [Asset Rentals](#) may reasonably choose.

9. LIABILITY OF ASSET RENTALS

9.1 Unless it is negligent, [Asset Rentals](#) is not liable to any person, and You indemnify [Asset Rentals](#), for any loss of, or damage to, any property:

- (a) stolen from the Vehicle or otherwise lost during the rental; or
- (b) left in the Vehicle after its return to [Asset Rentals](#).

10. CONSUMER RIGHTS STATEMENT

All Your rights set out in this Rental Agreement are in addition to Your rights as a consumer under applicable consumer protection legislation, including the Australian Consumer Law.

Your consumer rights are not excluded, modified, or restricted by this Rental Agreement. You can find out more about your consumer rights from consumer organisations and bodies such as the Australian Competition and Consumer Commission and State or Territory fair trading authorities.

11. TERMINATION

11.1 Either party may terminate the Rental Agreement at any time if the other party commits a material breach of the Rental Agreement.

11.2 You may terminate the Rental Agreement at any time for any other reason.

11.3 If the Rental Agreement is terminated early for any reason other than a breach by [Asset Rentals](#), You agree to pay rental charges that reflect the actual duration of the rental. Such charges may be higher than those that apply for a longer rental period.

12. MISCELLANEOUS

12.1 The Rental Agreement contains the whole agreement between the parties.

12.2 Any waiver by a party of any one breach or default by the other party will not constitute a waiver of any other breach or default.

12.3 The agreement is governed by the law of the State or Territory of the Rental location. The parties submit to the non-exclusive jurisdiction of the courts of that State or Territory and any courts which may hear appeals from those courts in respect of any proceedings in connection with this agreement. The parties will not object to the exercise of jurisdiction by those courts on any basis.

13. PRESUMPTIONS AND INTERPRETATION

13.1 Unless the context otherwise requires:

- (a) A word which denotes the singular denotes the plural and vice versa;
- (b) Any gender denotes the other genders; and
- (c) A person includes an individual, a body corporate and a government body.

13.2 Unless the context otherwise requires, a reference to:

- (a) Any legislation includes any regulation or instrument made under it and where amended, re-enacted or replaced means that amended, re-enacted or replaced legislation;
- (b) Any other agreement or instrument, where amended or replaced, means that agreement or instrument as amended or replaced.