

## TERMS AND CONDITIONS OF RENTAL AGREEMENT

### 1. MEANING OF THE FOLLOWING TERMS IN THIS RENTAL AGREEMENT

"**Authorised Driver/s**" means the person/s listed as "**The Hirer**" and/or "**Additional Drivers**".

"**Business Hours**" means the hours of operation of the rental location from which the vehicle is hired or to which it is returned, and which are posted on our website or rental location.

"**Collision or Damage Report Form**" is a form provided to You by The Owner, in the event of an accident or any claim involving the vehicle, that you are required to furnish if you have information about the accident, damage or loss involving the Vehicle or any third party property.

"**Indemnity Statement**" is a form provided to You by the Owner, in the event of an accident or claim involving the Vehicle, that You are required to furnish and sign if you have no knowledge of how the damage or loss was caused to the Vehicle.

"**Loss or Damage Liability**" or "**LDL**" means the amount noted on the Rental Agreement.

"**Loss or Damage Liability Reduction**" or "**LDR**" means the choice available to You to reduce Your liability in the event the vehicle is involved in an accident or collision causing damage to the vehicle.

"**Per Day**" means the charge of each 24-hour period or part thereof beginning at the "**Time Out**" stated on the Rental Agreement.

"**Permitted Area of Use**" means the area in which the Vehicle may be driven. The Permitted Area of Use must comply with the following limitations:

- i) For those Vehicles hired outside the Northern Territory and Western Australia, the Permitted Area of Use shall never include the Northern Territory or Western Australia.
- ii) For those Vehicles hired from the Northern Territory, the Permitted Area of use shall never include all other states and territories of Aust.
- iii) For those Vehicles hired from Western Aust, the Permitted Area of Use shall never include all other states and territories of Australia.

"**Prepaid Fuel**" OR "**PPF**" means the choice available to You to purchase from the Owner the tank of fuel provided with the vehicle at the time of rental.

"**Rental Period**" means the period beginning at Time Out and ending at Time In.

"**Substitute Vehicle Insurance**" means any coverage that You personally have that covers the Vehicle during your use of it.

"**The Owner**", "**We**", "**Our**", or "**Us**" means Falcon Rental or its licensee, franchisee, agent or representative and any authorised licensee, franchisee, agent or representative of Falcon Group Nominees Pty Ltd.

"**The Owner's address**" shall mean The Owner's address as stated on the Rental Agreement or if no such address is stated, the place from which the Vehicle was hired.

"**Time In**" means the actual time and date when You return or You are deemed to have returned the Vehicle to the Owner.

"**Time Due In**" means the time and date agreed by You and The Owner as to when the Vehicle is to be returned to The Owner as stated on the Rental Agreement.

"**Time Out**" means the time and date when You take out the Vehicle for hire as stated on the Rental Agreement.

"**Vehicle**" means the Vehicle described on the rental Agreement including all its parts, components, keys, accessories, contents, tools and equipment as well as any replacement vehicle.

"**Vehicle Damage Report**" refers to the Existing Damage Report and details any new damage to the Vehicle at "**Time In**".

"**You**" or "**Your**" means the person (s) or entity identified as the "**Hirer**" on the Rental Agreement and any additional or authorised drivers.

#### 1.1 WHO MAY DRIVE THE VEHICLE

- 1.2 You must ensure that only the Authorised Driver/s will drive the vehicle unless reasonably unavoidable.
- 1.2 An Authorised Driver must be over the age of 21 yrs.
- 1.3 An Authorised Driver must be currently licensed to drive the type vehicle that is being hired.

### 2. PROHIBITED USE OF VEHICLE

- 2.1 Driving in any area outside the Permitted Area
- 2.2 Driving on any unsealed roads or off-road unless reasonably unavoidable
- 2.3 The carriage of persons or passengers for payments
- 2.4 The carriage of a greater number of persons than the number of seatbelts provided in the vehicle and/or for a purpose for which the vehicle was not designed and constructed
- 2.5 The carriage of any inflammable, explosive or corrosive Materials or of any animal in the vehicle.
- 2.6 For pushing or towing any vehicle, trailer, boat or other object.

- 2.7 For racing, pacemaking, reliability trials, speed trials, hill climbing or being tested in preparation for those activities.
- 2.8 On beaches, through streams, dams, rivers, flood waters, bush fire affected areas or any roadway where the Police or any other Government authority have issued a warning or caution unless reasonably unavoidable.
- 2.9 Above the snow line during periods of snow.
- 2.10 Any use in contravention of any legislation or regulation Controlling vehicular traffic.
- 2.11 Any use in a dangerous manner or illegal purpose or when it is damaged or unsafe.

### 3. FUEL, MAINTENANCE, SECURITY, SAFETY AND REPAIR

- 4.1 You agree to compensate the Owner for any new damage sustained by the Vehicle during the period of hire. New damage excludes existing damage at the time of rental and fair wear and tear. Where You have identified a third party responsible for the new damage and Falcon Rental are able to obtain compensation from the third party Falcon Rental will not hold You liable to compensate it for the damage.
- 4.2 If You do not elect PPF at the beginning of the Rental and You return the vehicle with less than a full tank the Owner will charge You a Fuel and Service charge at the applicable per litre rate Specified on the Rental Agreement.
- 4.3 You must:
  - (a) maintain all of the Vehicle's engine oils and engine coolant levels at the existing level,
  - (b) maintain tyre pressures at existing levels,
  - (c) keep the vehicle locked when not in use and the keys under Your personal control at all times and produce the keys if the Vehicle has been stolen
  - (d) follow any reasonable instruction given by the Owner Relating to the Vehicle
- 4.4 You must not repair nor have repairs to the Vehicle carried out unless The Owner authorises You to do so or where there is an emergency And the Owners consent cannot reasonably be obtained. The Owner will reimburse You for the cost of repairs if You submit the original receipts for those repairs or the Owner is reasonably satisfied that the repairs occurred and the claimed amount is reasonable.

### 5. YOUR FINANCIAL OBLIGATIONS TO THE OWNER

- 5.1 At the beginning of the Rental Period, You must pay the required deposit, all rental charges, all elected options nominated on the Rental Agreement, Goods and Services Tax (GST), or any other tax, duty, Surcharge, levy, fee, or charges imposed by Local, State or Federal Government that is applicable to this Rental Agreement.
- 5.2 Should you wish to extend the rental period, You must make additional payments for the new charges if The Owner so requires.
- 5.3 At the end of the Rental Period, You must pay all additional charges due and payable.
- 5.4 If You pay for the hire of the vehicle by directing the Owner to bill Charges to a charge account or to some other person, corporation, or Entity who or which fails to make payment when called upon by the Owner, You hereby irrevocably accept that You are primarily liable and You will immediately pay the full amount due to The Owner on demand.
- 5.5 From the end of the Rental Period:
  - (a) You must pay any charges and obligations not already paid but for which You are liable to pay in this Rental Agreement
  - (b) You will be charged interest at the rate of 12% per annum calculated on a daily basis on all outstanding accounts or charges until fully paid.

### 6. RETURN OF VEHICLE

- 6.1 You must return the vehicle to the Owner:
  - (a) During business hours of the return location, which are available on Falcon Rental website [www.falconrental.com](http://www.falconrental.com), by the Time Due In stated on the Rental Agreement, unless You have requested an extension before the Time Due In agreed to by The Owner.
  - (b) If you return the vehicle outside of the return locations business hours You will be deemed to have returned the Vehicle and the rental charges will continue and You will continue to be liable for damages until that location next opens for business.
  - (c) As soon as possible after You return the vehicle Falcon Rental will conduct an inspection for new damage. You will be liable for any new damage found during this inspection.
  - (d) At the Owner's Address unless another place is stated on the Rental Agreement or agreed with the Owner
- 6.2 If You return the Vehicle to a location other than that stated on the Rental Agreement, You must pay a repositioning fee which will be advised to you before the vehicle return.
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**7. TERMINATION OF THIS RENTAL AGREEMENT**

- 7.1 The Owner may terminate the Rental Agreement and require the Immediate return of the vehicle or re-possess the Vehicle, without notice if The Owner has a reasonable ground to believe that:
- (a) You may have breached a term or condition of the Rental Agreement where the breach can reasonably be considered serious and the breach has not been remedied within a reasonable time of the Owner notifying you of the breach; or,
  - (b) It is likely that You may cause damage to the Vehicle or harm to a person or damage to property through your use of the Vehicle.
- 7.2 In any case in 7.1, You must pay The Owner, reasonable costs of Retaking the Vehicle plus all other costs and charges under the Rental Agreement.
- 7.3 Falcon Rental will use its best endeavours to re-rent the vehicle after taking possession of it. In the event it is successful in doing so Falcon Rental will return to You any monies held in regard of days not used by You for which it has re-rented the Vehicle less any variation between the rate at which the Vehicle has been re-rented and the rate You were paying for the unused days.

**8. YOUR LIABILITY**

- The Owner does not in any way represent itself to You as carrying on the business of insurance.
- 8.1 In the event of The Owner suffering any loss as a consequence of Your use of the Vehicle You are liable for the following costs:
- (a) The reasonable cost of repairs to the Vehicle or the finance payout value of the Vehicle at the time of loss whichever is the lesser provided the finance payout value is not less than the market value of the Vehicle at the time of loss in which case the market value of the Vehicle shall prevail.
  - (b) He reasonable legal expenses, appraisal and assessment fees, towing and Vehicle recovery, storage and service charges
  - (c) The damage or consequential third party damage to the property of any person, which arises from or is contributed to by Your use of the Vehicle.
  - (d) The loss of use of the Vehicle including the Owner's consequential loss
  - (e) The Owner's \$275 claims administration fee and reasonable debt recovery costs
- 8.2 Your liability for the charges specified in clause 8.1 shall not exceed the LDL unless:
- (a) You have seriously breached any term or condition of this Rental Agreement.
  - (b) The Vehicle or any third party property is damaged by driving the Vehicle under or into an object lower then the height of the vehicle or by loading or unloading goods or by a person stepping, standing or sitting on any panel of the Vehicle.
  - (c) The roof (turret) of the Vehicle is damaged regardless of cause except where there is a collision with another Vehicle.
  - (d) The under body of the Vehicle is damaged regardless of the cause except where there is a collision with another Vehicle.
  - (e) The Vehicle is totally or partially immersed in water regardless of the cause.
  - (f) The interior of the Vehicle is damaged regardless of the cause except where there is a collision with another vehicle.
  - (g) Any original component (including hubcaps) or accessory of the Vehicle is missing or has been replaced without The Owners approval.
  - (h) You have failed to maintain all fluid and fuel levels of the vehicle or have failed to immediately report to The Owner any defect to the Vehicle of which You have become or ought to have become aware and the Vehicle is damaged as a result.
  - (i) You have failed to secure any load or equipment which leads to loss or damage to the Vehicle caused by any part of the load or equipment.
  - (j) You have made a seriously misleading or false statement under this Rental Agreement.
  - (k) You fail to submit a completed Collision or Damage Report Form or Hirer indemnity form within a reasonable period of time after damage to the vehicle or third party property or You a seriously false or misleading Collision Damage Report Form or Hirer Indemnity Form.
  - (l) You fail or neglect to take reasonable steps to protect the safety of Vehicle during or after the occurrence of an accident or breakdown (including following any reasonable instructions given by The Owner).
  - (m) The claim related to property (including another vehicle) You or any member of your family owns or has physical, legal custody or control of.
  - (m) Insurance claim for loss or damage is declined or not accepted

- (n) or exempted by Owner's insurer.
- (n) You fail to pay all charges applicable under the Agreement on demand except amounts genuinely in dispute.
- (o) Your blood alcohol concentration exceeds the lawful percentage or You are under the influence of a drug that would prohibit You from driving under any law applicable in the State or Territory in which You are driving at the time of the event resulting in the loss.