

Car Rental Agreement – Terms and Conditions

Effective July 2025 | Melbourne, Victoria, Australia

1. Rental Period and Termination

1. 1.1. Minimum Term: The minimum rental period is four (4) weeks, unless stated otherwise in writing.
2. 1.2. Notice of Termination: The Renter must provide a minimum of two (2) weeks' notice in writing before terminating the agreement or returning the vehicle.
3. 1.3. Early Termination: Early termination before the minimum rental period may result in penalties or forfeiture of the bond.

2. Payments and Charges

4. 2.1. Payment Schedule: Rent is due weekly, on the same day of the week the vehicle was collected.
5. 2.2. Late Payments: If the Renter is unable to make a payment on time, they must notify the Operator on or before the due date, explaining the reason for the delay and the expected payment date. A late payment fee of \$15 applies to each overdue payment unless an extension is granted.
6. 2.3. Bond: A security bond of \$500 is required prior to vehicle handover. The bond will be refunded within three (3) weeks after the return of the vehicle, subject to any deductions for damages, fees, or breaches.
7. 2.4. Cleaning Charges:
 - Standard cleaning (if returned dirty): \$50
 - Steam cleaning (for excessive soiling): \$200
8. 2.5. Excess Kilometers: A maximum of 1,000 km per week is included. Extra kilometers are charged at \$0.25 per km.
9. 2.6. Servicing Compliance: The Renter must check the vehicle's service sticker. Driving past the due service will result in a \$100 fine per 1,000 km over. Any major failure due to missed servicing is Renter's full responsibility.

3. Insurance and Liability

10. 3.1. Insurance Excess:
 - Renter aged 21–25 years: \$1,500
 - Renter over 25 years: \$1,000
 - Renter under 21 years: \$4,000
 - Total loss, fire, theft:
 - \$2,500 (if vehicle value < \$10,000 PAV)
 - \$3,500 (if vehicle value > \$10,000 PAV)
 - Repairable accident: \$1,000



- Vehicle written off: \$5,000
 - Unauthorized/unlisted driver: Additional \$500 excess
11. 3.2. Uninsured Incidents: If an accident occurs while under the influence of drugs or alcohol, or with an unauthorized driver, the Renter is fully liable for all damages and costs.
 12. 3.3. Accident Reporting: The Renter must complete and submit an Accident Claim Form within 48 hours of any incident, with full and accurate details.
 13. 3.4. Repair Responsibility: The Renter is responsible for dropping off and collecting the vehicle from the insurance repair centre if repairs are required.
 14. 3.5. No-Fault Clause: If the Renter is not at fault and can provide evidence (e.g., police report, third-party admission), no bond or recovery charges will apply.

4. Driver Responsibilities

15. 4.1. Authorised Drivers Only: Only drivers listed on the rental agreement are authorised. Insurance is void for unlisted or unauthorised drivers.
16. 4.2. Legal Compliance: The Renter is responsible for obeying all road rules under Victorian and Australian law.
17. 4.3. Fines and Penalties: The Renter is solely responsible for all fines, tolls, parking tickets, infringements, and penalties incurred during the rental, unless evidence is provided that another person was driving. In such cases, full driver details must be supplied.
18. 4.4. Information Updates: The Renter must notify the Operator of any changes to their driver's licence, address, or contact details. The Operator is not liable for any fines issued due to outdated renter information.
19. 4.5. Use Restrictions: The vehicle must not be used for:
 - Illegal activities
 - Off-road or unsealed roads (unless approved)
 - Ride-sharing or food delivery without prior written approval
 - Burnouts, racing, or reckless behaviour

5. Vehicle Monitoring and Recovery

20. 5.1. GPS Tracking: All vehicles are equipped with GPS tracking. The Operator reserves the right to track, disable, and repossess the vehicle remotely if:
 - Payments are overdue
 - There is suspected misuse or a breach of contract
 - There are safety or legal concerns
21. 5.2. Repossession: The Operator may repossess the vehicle at any time without notice if any terms are violated.

6. Indemnity and Legal Liability

22. 6.1. Renter Indemnity: The Renter agrees to indemnify the Operator against any claims, damages, costs, or losses resulting from:
 - Misuse or illegal use of the vehicle

- Use by unauthorised drivers
- Providing false or outdated personal information
- Breach of this agreement

23. 6.2. Operator Liability: The Operator is not responsible for delays, losses, or disruptions caused by accidents, breakdowns, weather, or external events, provided reasonable support is given.

7. Governing Law

24. This Agreement is governed by the laws of Victoria, Australia, and any legal disputes will be settled under the jurisdiction of Melbourne, VIC.

8. Agreement and Updates

25. 8.1. Amendments: The Operator may update these terms at any time. The most current version will always apply.

26. 8.2. Acknowledgement: By renting a vehicle, the Renter acknowledges that they have read, understood, and accepted all terms and conditions of this agreement.