



VEHICLE RENTAL AGREEMENT – TERMS AND CONDITIONS

Effective August 2025 | Melbourne, Victoria, Australia

1. Introduction

- a. These Terms and Conditions are governed by the laws of Victoria, Australia. Courts in Victoria have non-exclusive jurisdiction over disputes.
- b. The Australian Consumer Law applies, and nothing in this Agreement limits rights that cannot be excluded by law.
- c. Any electronic signature is binding as if signed in ink.

2. Who May Drive the Vehicle

- a. Only drivers named Authorized Drivers in the Rental Schedule may operate the Vehicle.
- b. Each Authorized Driver must:
 - i. hold a valid, unrestricted Australian licence appropriate for the Vehicle; or
 - ii. hold an international licence with English translation or International Driving Permit if not in English.
 - iii. Provisional, probationary, or learner drivers must not drive unless expressly approved in writing.
 - iv. No driver may operate the Vehicle while their licence is suspended, cancelled, expired, or subject to restrictions, or if they have been disqualified from driving in the last 3 years.
 - v. You must meet any rideshare or hire vehicle driver accreditation if using the Vehicle for authorized rideshare work.

3. Prohibited Use

- a. The Vehicle must not be driven:
 - i. while under the influence of alcohol, drugs, or medication affecting ability to drive.
 - ii. recklessly, dangerously, or in breach of road laws.
 - iii. when damaged, unsafe, or unroadworthy.
 - iv. by an unlicensed or unauthorized driver



- b. The Vehicle must not be used to:
 - i. carry more passengers or load than legally permitted or designed.
 - ii. carry unsecured loads.
 - iii. tow or push another vehicle without consent.
 - iv. transport dangerous or hazardous goods beyond domestic quantities.
 - v. participate in racing, tests, or motorsport activities.
 - vi. operate as a rideshare or taxi unless approved in writing.
- c. The Vehicle must not be left unattended with keys inside, unsecured, or in a dangerous location.

4. Prohibited Areas of Use

- a. The Vehicle must not be driven:
 - i. off-road or on unsealed roads.
 - ii. into water crossings, flood areas, beaches.
 - iii. into prohibited or unsafe areas as advised by authorities.
 - iv. Interstate or island use is prohibited unless preapproved in writing.

5. Your Obligations

- a. You must:
 - i. maintain roadworthy condition — tires, brakes, lights, servicing and per state law.
 - ii. keep service records and provide them on request.
 - iii. use correct fuel.
 - iv. lock and secure Vehicle when unattended.
 - v. You must follow all conditions of this Agreement and any insurance/protection policy.
 - vi. Failure to maintain the Vehicle or provide truthful information may void cover and make you fully liable for losses.
 - vii. If the Renter's driver's licence is suspended, cancelled, or otherwise rendered invalid for any reason, the Renter must immediately notify the Operator. Failure to do so will result in the Operator not being liable for any loss, damage, accident, or liability (including damage to third parties) arising from the Renter's use of the vehicle during such period.



6. Rental Period, Costs & Charges

- a. Payment of rent is weekly, due on collection day.
- b. \$500 security bond payable before handover; refundable within 3 weeks after return, less deductions.
- c. Included travel is 1,000 km per week; excess charged at \$0.25/km.
- d. Cleaning fee: \$50 standard; \$200 steam clean for extra soiling.
- e. Servicing overdue charges: \$100 per 1,000 km over; you are liable for resulting damage.
- f. Late payment fee: \$15 per overdue period; debt recovery costs and credit reporting may apply.
- g. Overdue amounts shall accrue interest at [e.g. 10% p.a. or maximum allowed by law] from the due date until payment.
- h. Additional Excess for late accident reporting may apply.

7. Toll Charges

- a. You are responsible for all tolls and must reimburse to the operator by direct debit.
- b. If we must nominate you, an admin fee of \$50 will apply per notice.

8. Insurance & Liability

- a. We may arrange cover (including third party/public liability) subject to policy terms. Cover is **discretionary** and may be refused by the provider.
- b. You remain fully liable for all Damage, Third Party Loss, and our costs if:
 - i. cover is denied, limited, or excluded.
 - ii. you breach this Agreement or policy conditions.
 - iii. The incident falls under exclusions in clause 9.
 - iv. You must pay applicable excess before any claim is processed.
 - v. Where insurance declines payment, we may recover all losses from you as a debt.
- c. Insurance Excess
 - i. Over 25 years: \$1,000
 - ii. 21–25 years: \$1,500
 - iii. Under 21 years: \$4,000



- iv. Total loss, fire, theft: \$2,500 (<\$10,000 PAV) / \$3,500 (>\$10,000 PAV)
- v. Repairable accident: \$1,000
- vi. Written off: \$5,000

9. Insurance / Damage Cover Exclusions

a. No cover applies if:

- i. Unapproved/unlisted driver at time of incident.
- ii. under influence of alcohol/drugs.
- iii. unroadworthy condition.
- iv. excess passengers or load.
- v. deliberate, reckless, or dishonest act.
- vi. leaving Vehicle unsecured.
- vii. use for unauthorized rideshare/taxi.
- viii. off-road or prohibited area use.
- ix. tires, incorrect fuel, personal property, consequential losses.

b. Renter assumes full liability for all damages, losses, penalties, and costs. Insurance coverage is void and The Renter must indemnify the Operator from all resulting claims and expenses.

10. Cancellation

- a. Cancellation within 24 hours of start time, or no-show, incurs full rental fees unless re-let.
- b. The Operator may terminate this Agreement at any time on 24 hours' written notice (or immediately in the event of a breach), without liability to the Renter.

11. Accidents & Breakdowns

We provide roadside assistance for breakdowns (excluding renter fault). Fault-related assistance (wrong fuel, flat battery, lost keys) is charged to you. We are not liable for consequential losses (missed flights, income loss).

12. Accident & Theft Reporting

You must:

- a. report accidents/theft to us within 48 hours and



- b. provide Accident Claim form and all required documents (driver licence, photos, police reference, other party details)
- c. not admit liability.
- d. cooperate in claims/legal processes.

13. Vehicle Inspection Clause

- a. For rentals exceeding four (4) weeks, the Operator reserves the right to conduct a monthly inspection and additional inspections upon reasonable request. The vehicle must visit our mechanic for full inspection to maintain the car in roadworthy condition.
- b. The Renter must make the vehicle available at the agreed time and location as and when requested.
- c. Failure to comply constitutes a breach of this agreement and may lead to penalties or termination.

14. Consequences of Major Breach

If you commit a Major Breach (as defined in clause 19), you lose all cover and are fully liable for Damage, theft, and Third-Party Loss.

15. Privacy and Vehicle Monitoring and Repossession

- a. We will collect and use your personal information only for providing rental services.
- b. All vehicles are fitted with GPS tracking devices; tampering is prohibited.
- c. **GPS Tracking** – Vehicles are GPS-enabled for location, security, and repossession purposes.
- d. **Repossession on Payment Default or Breach** – If payment is overdue with no approved extension, or other breaches occur:
 - i. The Operator may disable and repossess the vehicle without notice.
 - ii. The Renter remains liable for all outstanding debts and recovery costs.

A breach of clause 15 (b) is a Major Breach of this Rental Agreement. If you commit a Major Breach, you will lose all Damage Cover and become fully liable for any Damage, theft, or Third-Party Loss, and we may repossess the Vehicle immediately.



16. Indemnity and Legal Liability

- a. The Renter fully indemnifies the Operator for any claims, damages, or losses arising from breach, misuse, false information, or unauthorized use and any claim by third parties arising from the vehicle use even if no breach is proven.
- b. The Operator is not liable for delays or losses due to breakdowns, weather, or external events, but will provide reasonable assistance.
- c. If legal recovery is required, the Renter will pay all legal, administrative, and court costs.
- d. Failure to return the Vehicle on the agreed date and time constitutes unlawful possession. The Operator may immediately report the Vehicle as stolen and recover all costs, losses, and damages

17. Debt Recovery and Credit Reporting

- a. If the Renter fails to pay any rent, excess, damages, or other charges payable under this Agreement, the Operator reserves the right to:
 - i. Engage a licenced debt collection agency to recover the outstanding amount.
 - ii. Add to the debt all reasonable costs incurred in the recovery process, including but not limited to collection fees, administration costs, and legal expenses; and
 - iii. Report the unpaid debt to a credit reporting agency (including but not limited to Equifax or Illion), which may impact the Renter's credit history.
- b. The Operator may exercise the above rights without further notice to the Renter once the account is more than fourteen (14) days overdue.
- c. On default, all future rental payments and other amounts under this Agreement become immediately due and payable.

18. Continuation of the agreement

- a. Upon expiry of the initial contract term, this Agreement will, unless otherwise agreed in writing by the parties, automatically continue on a week-to-week basis on the same terms and conditions, until terminated by either party in accordance with this Agreement.
- b. The Operator may terminate this Agreement at any time on 24 hours' written notice (or immediately in the event of a breach), without liability to the Renter.



19. Definitions

For the purposes of this Agreement, the following terms have the meanings set out below:

Accident Claim Form – the form provided by the Operator for reporting accidents, including all required supporting documents such as photographs, police reference numbers, and details of other parties involved.

Agreement – this Vehicle Rental Agreement, including the Rental Schedule, these Terms and Conditions, and any other incorporated documents.

Australian Consumer Law (ACL) – the law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) as in force in Victoria, Australia.

Authorized Driver – a person who is named as an authorized driver in the Rental Schedule and who meets all driver eligibility requirements in Clause 2 of this Agreement.

Basic Excess – the standard amount payable by the Renter per incident before any insurance or damage cover applies, as set out in Clause 8(c).

Bond / Security Bond – the refundable deposit payable by the Renter before the start of the rental, held by the Operator as security against unpaid charges, damages, or other liabilities under the Agreement.

Breach – failure by the Renter to comply with any obligation under this Agreement, including any Major Breach.

Cancellation – termination of the booking by the Renter before collection of the Vehicle, whether within or outside any permitted notice period.

Damage – any loss to the Vehicle beyond fair wear and tear, and includes the Vehicle's parts, components, and accessories, as well as towing, salvage, and loss of use costs.

Dangerous or Hazardous Goods – substances or items that are flammable, explosive, poisonous, corrosive, radioactive, or otherwise hazardous to health, safety, or the environment, beyond domestic quantities.



Excess – the amount payable by the Renter per incident before any cover applies, which may vary depending on the Renter’s age, the type of incident, or the condition of the Vehicle.

Excess Kilometers Charge – the charge payable for every kilometer driven over the included kilometers allowance, as set out in Clause 6(c).

Fair Wear and Tear – deterioration that occurs under normal operating conditions and in accordance with the Vehicle’s age, mileage, and use, and which is not caused by misuse, abuse, or neglect.

GPS Tracking Device – the location-monitoring device installed in the Vehicle used for security, operational monitoring, and repossession purposes.

Insurance – any insurance or discretionary damage cover arranged or provided by the Operator in relation to the Vehicle, subject to the policy terms and exclusions stated in the Agreement.

Major Breach – a breach of Clauses 2–5, 8–12, or 15(b) that causes Damage, theft, or Third-Party Loss, or any other serious breach that voids insurance or cover.

Operator – 295 Rentals or any related entity providing the Vehicle for hire under this Agreement.

Overdue Charges – the additional charges payable when payments are not made on time, including late fees, service penalties, or excess usage charges.

Personal Information – information about the Renter or any Authorized Driver that is collected, stored, and used by the Operator for providing rental services in accordance with privacy laws.

Prohibited Area – any location or road where use of the Vehicle is restricted under Clause 4, including unsealed roads, beaches, flood zones, and areas banned by authorities.

Prohibited Use – any use of the Vehicle that is not permitted under Clause 3, including uses that are unsafe, unlawful, or not authorized by the Operator.

Rental Period – the period between collection of the Vehicle by the Renter and its return to the Operator in accordance with the Agreement.



Rental Schedule – the document provided by the Operator at the start of the Rental Period specifying the details of the rental, including the Vehicle description, Authorized Drivers, charges, and agreed terms.

Repossession – the Operator’s lawful recovery of the Vehicle under Clause 15 after a payment default or breach of the Agreement.

Renter – the person or entity named in the Rental Schedule as hiring the Vehicle, including anyone who signs the Agreement or is responsible for payment.

Roadworthy Condition – a condition in which the Vehicle meets the legal and safety requirements for use on public roads in Victoria and any other approved jurisdictions.

Security Bond – see **Bond**.

Third Party Loss – loss or damage to another person’s property, including costs and expenses associated with a claim against the Renter or Operator.

Total Loss – the condition in which the Vehicle is damaged beyond economical repair or is stolen and not recovered.

Vehicle – the motor vehicle described in the Rental Schedule, including all parts, tools, accessories, tires, keys, and any supplied equipment.