

Motor Vehicle Rental Terms and Conditions

Babul Angori Pty Ltd – Best West Rental

 **Company Address:** 18 Barnsley Street, Queens Park WA 6107

 **Contact Number:** 0456 014 132

 **Email:** sales@bestwestrental.com.au

 **Website:** bestwestrental.com.au

 **Effective Date:** 22/04/2025

 **Version:** 2.0

Introduction

This document outlines the terms and conditions governing the rental of vehicles from **Babul Angori Pty Ltd – Best West Rental**, hereinafter referred to as **the Owner, We, Us, or Our**. By signing this agreement, the **Renter** acknowledges and accepts all stated **policies, responsibilities, and liabilities**.

1. Rental Agreement

1. The Owner agrees to rent the **motor vehicle** described in this Agreement (hereinafter referred to as "**the Vehicle**") to the Renter for the specified rental period and fee.
2. Any person signing this Agreement on behalf of the Renter warrants that they are **duly authorized** to act on behalf of the Renter. If they are not authorized, they shall personally assume all **responsibilities and liabilities** under this Agreement.

2. Renter's Warranties

The Renter guarantees that:

1. No person shall drive the Vehicle unless they:
 - Hold a **valid and current driver's license** for the class of the rented Vehicle.
 - Have **not been refused motor vehicle insurance**.
 - Are **not under the influence** of drugs or alcohol.
 - Are **at least 21 years old** and have held a valid license for **at least 12 months**.
2. All details provided in this Agreement are **accurate and truthful**.
3. The Owner **relies on these representations** in entering into this Agreement.

3. Definition of "The Renter"

"The Renter" includes:

1. Any person who signs this Agreement, whether individually or on behalf of another entity.
2. The company, corporation, or government department to whom the invoice is addressed.
3. Any entity **vicariously liable** under the law for damages caused by the Vehicle's driver.
4. In cases of **joint hirers**, all parties shall be **jointly and severally liable** under this Agreement.

4. Rental Period & Charges

1. The daily rental period runs from **7:30 AM (pick-up) to 7:29 AM (drop-off)** the next day. A late return will incur penalties.
2. After a **15-minute grace period**, a **\$300 late return fee** will apply.
3. Keeping the Vehicle beyond the agreed rental period **without written authorization** will result in a **\$500 fine per day**.

4. The Renter agrees to pay:
- The **daily rate**, which may include a charge for excess kilometers.
 - Charges for **fuel, insurance waivers, repositioning, cleaning, and other applicable fees**.
 - Any **credit card processing fees**.
 - **Stamp duties and government taxes, including GST**.
 - The cost of **lost or stolen tools and accessories**.
 - Any **damage excess** as stated in this Agreement.
 - **Traffic fines, parking violations**, and associated administration costs.
 - Expenses incurred by the Owner for **repossession** of the Vehicle.

5. Renter's Responsibilities

The Renter agrees to:

1. Maintain the Vehicle's **coolant, oil, fluid levels, and tire pressure**.
2. Return the Vehicle for servicing if the rental period exceeds **30 days** or the next service date is due.
3. Ensure that **only authorized drivers** operate the Vehicle.
4. **Not** use the Vehicle for illegal activities, racing, excessive loads, or purposes that may cause damage.
5. Comply with **all road laws and regulations** in the state or territory where the Vehicle is driven.
6. **Not** operate the Vehicle under the influence of alcohol or drugs.
7. **Not** use the Vehicle for **ride-sharing or transporting passengers for hire**.

6. Incident Damages & Liability

The Renter is responsible for:

- **Loss or damage** to the Vehicle.
- **Towing and storage costs**.

- **Loss of rental income** while the Vehicle is unavailable.
- Any **other related expenses**.

Damage Excess Fee: The Renter acknowledges the following excess fees applicable in the event of any damage to the Vehicle and any type of motor vehicle accident:

- **C Class Box Trucks, Light Commercial, and 2-Tonne Commercial Vans:** \$5,500. Regardless of the size of the damage and cost of repair.
- **Tray Top, 10 and 12-Pallet Trucks:** \$6,500. Regardless of the size of the damage and cost of repair.

Damage Excess Fee Reduction Cover (Optional): The Renter may choose to reduce their motor vehicle accident excess fee by selecting one of the optional reduction covers:

- For \$30 per day, the excess reduces to \$2,500.
- For \$45 per day, the excess reduces to \$1,500.

Where the **Renter** opts to arrange their own insurance cover, **no liability** will be accepted by the **Owner**. In the event of damage, the vehicle **must** be returned to the **Owner** for assessment, and repairs will be carried out by the **Owner** at the **Renter's expense**."

Negligence-Based Issues & Applicable Fees

Negligence refers to any avoidable action or inaction by the Renter that results in damage, immobilisation, warning lights, or operational failure of the vehicle. The following situations are classified as negligence and will incur applicable fees:

- **Loss of Keys** — Misplacing, damaging, or losing vehicle keys.
- **Running Out of Fuel** — Allowing the vehicle to run out of fuel or using incorrect fuel type.
- **Flat Battery Due to Improper Use** — Draining the battery through improper use, including:
 - Leaving headlights, interior lights, hazard lights, or accessories on.

- Excessive or incorrect use of the **tail lift**, resulting in battery depletion.
- **Getting Stuck on Unsealed or Soft Terrain** — Becoming stuck on **unsealed roads, soft sand, mud**, or any unsuitable terrain, **regardless of location**. Recovery, towing, and labour costs are fully chargeable to the Renter.
- **DPF-Related Engine Warnings** — Engine lights or warnings caused by:
 - Unburned DPF due to improper driving behaviour,
 - Failure to follow diesel-particulate-filter regeneration instructions,
 - Ignoring DPF alerts or continuing to drive while regeneration is required.
- **General Negligence** — Any other avoidable issue caused by misuse, carelessness, or failure to follow operating instructions.

Fees Applied for Negligence

- A **\$250 negligence fee, plus**
- Fuel charged at **\$5 per litre**,
- Replacement keys or parts at cost,
- Recovery, towing, or roadside assistance fees where applicable.

Mechanical Failure & Roadside Assistance

- **Mechanical Failure Protocol** — The Renter must **immediately stop driving** and **contact the Owner** if any mechanical failure, warning light, or abnormal vehicle behaviour occurs. Continuing to drive after a fault is detected may result in full liability for resulting damage.
- **Roadside Assistance Coverage** — The Owner provides **free roadside assistance** for mechanical faults **not caused by the Renter**, including breakdowns due to normal wear and tear or manufacturer-related issues.

The **Renter** shall not, under any circumstances, make any claim against the **Owner** for any **loss, damage, or delays** arising from breakdowns, mechanical difficulties, fire, accidents, or the vehicle being deemed unfit for the Renter's purposes. Additionally, the

Renter agrees to **indemnify the Owner** against all claims, damages, and actions brought against the **Owner** in respect of such incidents. This indemnity includes loss or damage to property **stolen from the vehicle or left in the vehicle** during or after the rental period.

7. Excluded Warranties

Except for any warranties implied by the **Trade Practices Act 1974**, all conditions and warranties, whether statutory or otherwise, concerning **fitness for purpose, quality, or description** are expressly **excluded**. To the extent permitted by law, any warranties regarding the **condition of the Vehicle** are explicitly excluded by the **Owner**. The **Owner's liability** for breaches of conditions or warranties implied by law is limited to the **replacement, repair, or resupply** of the vehicle. The **Owner** shall not be liable for any **indirect or consequential loss or damage**.

8. Prohibited Uses

The Vehicle **must not** be used for:

- Reckless or **intentional damage**.
- Driving under the influence of **drugs or alcohol**.
- Transporting **hazardous materials** beyond **200 km from Perth, WA**.
- **Unauthorized towing** or carrying passengers for hire.
- Driving on **unsealed roads** or engaging in **off-road** activities.

Consequences of Prohibited Use

- The Renter is **liable for all damages**, up to the **full value** of the Vehicle.
- Additional fees apply for **external damage assessment**.
- The Owner may **terminate the Agreement immediately** and repossess the Vehicle at the Renter's expense.

9. Termination of Rental Agreement

The Owner reserves the right to terminate this Agreement immediately if:

- **The Renter fails to make payment for a new invoice within 24 hours of the expiration of the previous invoice.**
- **The Vehicle is required for repossession by law enforcement authorities.**
- **The Renter violates the terms of this Agreement** or engages in activities classified as **Prohibited Use** under the Terms and Conditions.

The Owner's and the Renter's Rights in the Case of Long-Term Rental

Both the Owner and the Renter retain the right to terminate this Agreement by providing the required notice, as stipulated in the terms. The Owner may terminate the Agreement with 30 days' written notice, while the Renter may terminate it with 14 days' written notice, ensuring fair and mutual flexibility in the relationship.

10. Acknowledgment & Signatures

I _____ have read, understood, and accept the full terms and conditions of **Babul Angori Pty Ltd (The Owner)**.

- **Renter's Signature:** _____
- **Date:** _____
- **Witness's Signature:** _____ **Date:** _____