



## **Your Rental Terms and Conditions**

### ***Hino 300 Series Pantech Rego: DC40RJ***

Your Rental Agreement is the document you sign when you pick up your vehicle (generally headed "Rental Agreement") which includes a summary of your rental (e.g. length, optional services purchased and an estimate of charges to be paid). By signing the Rental Agreement, you indicate that the details in the Rental Agreement are correct as well as your acceptance of:

- the terms set out in the Rental Agreement;
- these Rental Terms including Annexures & Key Facts; and
- any Additional Terms provided, (together, the Agreement).

Each Rental Agreement will display charges for a maximum number of days as noted on your Rental Agreement. If your reservation is for longer than this period please ask the Port Macquarie Truck Hire for an extended estimate to understand the full rental charges applicable.

The Agreement is made with Port Macquarie Truck Hire ABN: 97 104 290 255 Unit 1/11 Karungi Crescent Port Macquarie NSW 2444

The vehicle is provided by Port Macquarie Truck Hire and governed by the laws of NSW.

If any term is illegal or unenforceable, that term is severed from the Agreement and the remaining terms continue to apply.

#### **Responsibility**

##### **Ours:**

- We are responsible to you for providing the vehicle in a safe and roadworthy condition.
- You have rights against us under consumer protection laws relating to the vehicle and other goods or services we provide to you under the

Agreement that we cannot exclude or limit (Consumer Law Liability).

- Except for Consumer Law Liability, we will not cover you for indirect or consequential loss, loss of profits or loss of opportunity.

##### **Yours:**

- You must care for, use and return the vehicle in accordance with the Agreement and pay the amounts due. Additionally, you confirm and agree that all information provided by you including your contact details are true and correct.

- You must ensure that you hold a valid licence to operate the vehicle rented.
- You must ensure that you comply with all applicable laws and regulations relating to the use of the vehicle.

**Please read the Agreement carefully to understand your obligations in full.**

## **BASICS**

1. The truck must be returned in the same condition the truck is hired out. It must be clean and tidy. If the truck is returned in a condition less than the aforementioned an additional cleaning fee (see annexure 1 Fees and Charges) will be made payable by you on return of the vehicle.
2. You agree by signing this that under **NO** circumstance are and **hazardous materials** (see Prohibited uses of vehicle Page 3) in any form are to be carried in the hire truck.
  3. No other business is to be operated from the truck i.e mail service e.t.c
4. The truck is hired out with a full tank of **DIESEL** only and must be returned to us with a full tank of **DIESEL** only. If the tank is not returned to Port Macquarie Truck hire with a full tank the cost to refuel will be made payable by you .
5. The hire fee includes 250kms of travel from Unit 1/11 Karungi Crescent Port Macquarie. For each additional km over the 250 it will be charged at a rate of 0.25c per km.
6. Any fines or tolls incurred during the duration of your journey will be payable by you upon Port Macquarie Truck Hire receiving notification and Port Macquarie Truc Hires administration fee (see annexure 1 Fees & Charges).
7. The hire of the vehicle is for the time period allocated only. E.g 9am pick up must be NO later than 9am the following morning. If the truck is later than 15 minutes from the time in which it was due to return to Unit 1/11 Karungi Crescent Port Macquarie, you will be liable for an additional 24hour hire charge of \$275.00.
8. You agree that hiring this vehicle you are not under the influence of drugs, alcohol or any medical condition that prohibits you from driving the vehicle.
  9. It must be declared to us on your rental form your destination of travel for security reasons.
10. The truck is not to be used for the delivery or supply of any prohibited items including drugs or weapons in any form.
  11. The truck is GPS tracked for security
12. You agree in the event of an at fault incident the excess payable by you the driver is **\$ 4000.00**, at fault meaning any damage caused by you the driver to the hire truck, the hire rate includes compulsory CTP Insurance + Property (To the hire Vehicle) Insurance Only Super Cover for Third Party Damage can be purchased at an additional cost to the hirer.
  13. No person is to drive the vehicle other than the hirer as listed on the rental agreement form.
14. There is NO smoking allowed in the cab of the truck. The cleaning fee listed in point 1 of the terms and conditions will apply if smoking has occurred in the cab.
  15. You agree your licence is valid and not currently suspended.
16. Your agree not to use the vehicle for any prohibited uses as listed below, in the event the car is used for prohibited use the insurance is void and you the hirer are liable for the full sum amount of the vehicle.

### **Prohibited Uses of a vehicle are:**

- you or your passengers acted recklessly or with deliberate intent to cause loss or damage to the vehicle:
- the vehicle is damaged in the following ways:
  - the driver caused the vehicle to roll, tip or fall over and this has caused damage to the side and/or roof area of the vehicle;
  - the driver caused undercarriage damage to the vehicle;

- a person sits or stands on the roof of the vehicle;
- the driver causes damage above the windscreen line to the front, rear or side of the vehicle including but not limited to damage caused by striking overhead or overhanging objects (such as trees and bridges or entering carparks with insufficient clearance) or securing luggage, skis or other items to the vehicle's roof causing damage;
- the driver drove the vehicle with a flat tyre, ignored a warning light, put the wrong fuel in the vehicle or lost the keys;
- driving the vehicle while under the influence of any drug, substance or intoxicating liquor to the extent that driver's ability to control the vehicle is impaired or where the driver's blood level of any drug or alcohol is over the applicable State legal limit or a person refuses or fails to provide a breath, blood or other sample when lawfully required to do so by police or as required by law, the driver is deemed to be over the legal limit;
- the fitting of objects to the interior or exterior of the vehicle that are not authorised by Port Macquarie Truck Hire;
- failing to take reasonable precautions to safeguard the vehicle such as leaving windows open or keys in the vehicle, or failing to use the anti-theft system (if provided);
- the vehicle is used for committing an illegal or unlawful act (other than a traffic offence which does not automatically result in the loss of a drivers' licence in the applicable State or Territory);
- the use of the vehicle by a person who was not authorised by Port Macquarie Truck Hire as the main or additional driver or did not meet the driver requirements in the Agreement;
- the vehicle is used on a racetrack or for racing or undertaking reliability trials, rallies or other contests;
- the vehicle is sub-rented, transferred or sold;
- the vehicle is used to carry passengers (e.g. as a taxi or car sharing arrangement) or to carry cargo, for hire, reward or remuneration;
- the vehicle is used for hauling any goods that are incorrectly or inappropriately loaded or for the haulage of which the vehicle was not designed (including any hazardous materials, such as any gases or substances which may form explosive mixtures); or
- the vehicle is used for towing a trailer or any other vehicle, unless the vehicle has a towbar fitted by Port Macquarie Truck Hire, in which case you have permission from Port Macquarie Truck Hire to tow a trailer provided the weight and dimensions of the item being towed do not exceed the specified capacity of the vehicle **3 (including driver)**
- the vehicle is overloaded with passengers and/or baggage;
- the vehicle is driven on a beach or through a flooded road or otherwise through a body of water (including but not limited to a pothole, ditch or riverbed), or natural disaster which could be avoided including fire, storm or cyclone;
- the vehicle is driven in restricted areas, including airport service roads and associated areas, or on a road notified to you as prohibited by Port Macquarie Truck Hire or off-road (eg. on fire trails, tracks, fields or paddocks) (unless specified in writing by Port Macquarie Truck Hire).
- the vehicle is driven in the following areas and the vehicle is not a 4WD:
  - on unsealed roads (except for roads under repair, access roads to recognised camping or accommodation grounds

### **Consequence of using vehicle for a Prohibited Use**

- If the vehicle is used for a Prohibited Use and this caused, or contributed to, loss or damage to the vehicle, you are liable to us for that loss or damage to the vehicle up to the full value of the vehicle. You are also liable for:
  - the Port Macquarie Truck Hire Management Claim Fee and Damage Assessment Fee if there is damage to the body of the vehicle or the Processing Fees for other types of loss or damage (eg. cleaning due to smoking in vehicle);

- any towing and storage charges;
- loss of rental income; and
- other losses or expenses related to the incident.
- You are responsible for any third party property damage or loss arising from the Prohibited Use of the vehicle and you must indemnify us for any claim made against Port Macquarie Truck Hire for that damage or loss. Your liability for personal injuries resulting from the Prohibited Use of the vehicle is covered by the statutory schemes for transport accident compensation in each State or Territory, subject to the conditions and limitations of those schemes. Port Macquarie Truck Hire may charge any third party property damage or loss arising from a Prohibited Use to your Card provided at the time of rental.
- If the vehicle is used for a Prohibited Use, we may terminate the Agreement and take the vehicle back at any time at your expense.

## Damage and Loss

### Responsibility:

- If the vehicle is lost, stolen, abandoned or damaged during the rental (eg. involved in an accident), for each incident you are responsible even if it was not your fault (eg. other driver's fault). This liability applies except to the extent that:
  - the damage constitutes fair, wear and tear
  - the loss or damage is directly due to our negligence or wilful default including our failure to properly maintain the vehicle; or
  - the damage or loss was caused by a Third party and you have complied with your obligations under the Accidents section on page 5 so that we have sufficient details about the third party and/or their insurer for us to recover the loss or damage from the third party and/or their insurer. We may charge you the estimated damages or your applicable excess (whichever is less) per incident and once the loss or damage is recovered, we will refund you any difference owed; or
  - the damages comprise of personal injuries covered by compulsory third party insurance or a statutory transport accident compensation

### INCIDENT DAMAGES

If the vehicle is lost, stolen or damaged, for each incident you are responsible for:

- the loss or damage to the vehicle;
- any towing and storage charges;
- loss of rental income; and
- other losses or expenses related to the incident,

## Damage Assessment and Charging

There are three common scenarios:

### 1. Damage – agreed on return

For damage agreed with you on return, we will take the relevant photos, create a Vehicle Incident Report (VIR) and organise a damage cost assessment through a third party.

### 2. Damage – not agreed because you are not present or you are present but disagree with the damage identification

If you are not present on return, our staff will take the relevant photos of the vehicle, create a Vehicle Incident Report (VIR) and organise a damage cost assessment through a third party.

### 3. Significant damage

If the damage is significant we will create a Vehicle Incident Report (VIR), refer it to our damage assessor

### **IMPORTANT**

- You must provide all information related to the accident within 48 hours of any requests made by Port Macquarie Truck Hire, including any papers or other documents received by you concerning the accident.
- You consent to and authorise Port Macquarie Truck Hire to obtain copies of police witness statements or reports made in relation to the accident or for any police charges against you.
- Port Macquarie Truck Hire may exercise reasonable discretion to terminate your rental of the vehicle and the accessories and not provide a replacement if the accident or theft was caused by a Prohibited Use of the vehicle. For the full list of Prohibited Uses, see page 3.

### **IMPORTANT**

If the vehicle is lost or damaged because of a Prohibited Use, you are responsible for:

- cost of repairs or the full value of the vehicle;
- the Port Macquarie Truck Hire Claims Management Fee and the External Damage Assessment Fee, or Administration Fee;
- any towing or storage charges;
- loss of rental income;
- towing and storage charges; and
- other losses or expenses related to the incident including third party costs and losses.

## **Accidents**

**If you have an accident or if the vehicle is stolen you agree to co-operate with us in any investigation or subsequent legal proceedings. You must also take the following steps:**

- **Notification:** you must inform Port Macquarie Truck Hire in the event of any accident irrespective of whether it results in the vehicle being damaged or lost, or in the event of theft. You must report the accident to Port Macquarie Truck Hire as soon as practicable and in any event within 24 hours on 0428 721 581 or 0411 172 179. In the event that you fail to notify Port Macquarie Truck Hire within 24 hours and Port Macquarie Truck Hire incurs additional costs as a result of the failure to inform then you may be charged for any additional costs reasonably incurred by Port Macquarie Truck Hire. Report the accident to the police as soon as you can if anyone has been injured or any property has been damaged.
- **Vehicle Incident Report (VIR):** complete the VIR providing the details of your accident or the theft including any third party information even if there is no damage to the vehicle. The VIR must be completed and signed by you and provided to a member of staff when you return the vehicle.
- **Do Not Admit Fault:** if you have an accident involving another vehicle, you must obtain the other driver's name, address, telephone number, insurance company details, drivers licence number, vehicle registration, vehicle make/model and a copy of the police report if one has been created.
- **Further details regarding accidents are in Annexure 2 (Damage Policy).**

## Notification and evidence of damage

We will provide you with the following documents in respect damage:

- i. a system generated letter detailing the damage to the vehicle;
- ii. photos of the damage to the vehicle;
- iii. the Rental Agreement listing the date, time and return location and any pre-existing damage;
- iv. the final tax invoice/statement of charges that includes the amount charged for damage to the vehicle and other fees and losses related to the damage;
- v. the Vehicle Incident Report (VIR); and
- vi. a damage cost assessment from a repair body shop and/or the invoice for the repairs
- vii. within 60 days of incident

## Repossession of the Vehicle

If you fail to return the vehicle to Port Macquarie Truck Hire when required under the Rental Agreement (other than due to theft or an accident), and if you fail to comply with a demand by Port Macquarie Truck Hire to return the vehicle,

– Port Macquarie Truck Hire may take steps to recover and repossess the vehicle where and when it is found. You authorise Port Macquarie Truck Hire to enter any premises owned or occupied by you in order to recover or repossess the vehicle and you agree to make all reasonable efforts to obtain the right for Port Macquarie Truck Hire to enter any premises to recover and repossess the vehicle; and/or

– May deem the vehicle stolen and report it stolen. Port Macquarie Truck Hire may then de-register the vehicle and you will be responsible for any & all loss (including third party personal and property damage associated with the vehicle).

- You will be responsible for the rental charges, loss of or damage to the vehicle (up to the full value of the vehicle), the Port Macquarie Truck Hire Management Fee, External Damage Assessment Fee, any towing and storage charges, loss of rental income, any repossession charges incurred to recover the vehicle and other losses or expenses related to the incident.

## Fuel

Port Macquarie Truck Hire, hires the vehicle out with a full tank of **DIESEL ONLY** and the hirer (you) must return with a full tank of **DIESEL ONLY**. If the hirer does not refuel the truck the price per litre plus administration charge will be charged to your card (see annexure 1 Fees & Charges). You must refuel the Truck within 15 kilometres of Unit 1/11 Karungi Crescent Port Macquarie NSW 2444 and provide receipt of refuel to us on return.

## Bond

A bond of \$100.00 is required in addition to your deposit of the truck hire. The bond will be reimbursed on return of the vehicle if no additional costs or damage occur during your hire period.

## **Excess**

You understand in the event of an incident, an **excess of \$4000.00** is payable to Port Macquarie Truck Hire Immediately.

## **PICK UP/DROP OFF TIME**

The truck pick up/ return times are stipulated on your deposit invoice. Regardless if you are late to picking the truck up the time starts from the time noted on your confirmation of booking and must be returned at the time stipulated. If on return, the vehicle is greater than 15 minutes late a full 24 hour rental fee \$275.00 will be made payable to us by you the hirer. You are liable for the vehicle until Port Macquarie Truck Hire regains physical possession of the vehicle.

**I agree to the terms and conditions of hire as set out above in this document. I am aware of my obligations to Port Macquarie Truck hire in hiring out this vehicle, I have read and agree to all Terms and Conditions as set out in the 9 pages of this document.**

Date: \_\_\_\_\_

Sign: \_\_\_\_\_

Print Name \_\_\_\_\_

## ANNEXURE 1

### FEES & CHARGES EXPLAINED

**Rental rate** The daily rental charge noted on the Rental Agreement for each rental day unless otherwise stated in the Rental Agreement or in Additional Terms.

**Kilometre rate** You may have estimated kilometres on your confirmation rental agreement. If a limit on distance applies, the daily kilometre allowance will be shown on your Rental Agreement and

if you exceed this daily allowance, a per km charge will apply.

**Administration fee** A percentage rate as noted on the Rental Agreement in relation to administration functions undertaken.

**Cleaning Fee** Is applicable if tobacco smell, animal smell or unreasonable amounts of dirt build up are obvious internally or externally of the Pantech truck.

**Credit Card Surcharge** Is the additional fee charged by the merchant and passed on to the customer for credit card payments.

**Tolls** The Pantech has a LINKT tag fitted to the left hand side of the windscreen. This is checked each hire period and any tolls incurred is passed on to the customer which is payable on the day of return

**Infringement Notices** If Port Macquarie Truck Hire receives notice that on the date/time you hired the vehicle an infringement notice was received the hirer is liable for the cost plus all associated administration and late fees incurred

**Fuel** If the truck is returned without being refuelled the hirer must pay the per litre price of refuelling plus the administration charge to Port Macquarie Truck Hire

**Claims Management Fee** Is the fee which the hirer pays in relation to Port Macquarie Truck Hire handling and claims of damage to the vehicle.

**External Assessment Fee** Is the fee which the hirer pays in relation to a third party assessing damage to the vehicle cause by the hirer.

**Excess** Is the fee in which the hirer pays in any event of damage or accident caused by the hirer.