

# Rental agreement Terms and Conditions

## 1 Agreement

- 1.1 This is an Agreement between You ('You' includes any additional renters and authorised drivers identified on page 1) and the Company identified on page 1 (**Company**) to rent the Vehicle identified on page 1 including all its accessories, tools, tyres and equipment as well as any replacement vehicle.
- 1.2 This Agreement (including any addendum or memorandum) shall be read and construed in its entirety and shall constitute the entire agreement between the Company and You and shall supersede all other provisions, terms, warranties or conditions contained in any other agreement, brochure, promotion, website advertisement or any other document.
- 1.3 This Agreement shall be governed by the laws of South Australia. Any actions, claims, demands or suits arising out of or in respect of this Agreement must be brought in the courts in Adelaide, South Australia.

## 2 Return of Vehicle

- 2.1 You agree to return the Vehicle to the Return Location at the Return Time on the Return Date.
- 2.2 If You return the Vehicle to another location, You will be charged for all costs associated with transporting or towing the Vehicle to the Return Location unless otherwise agreed by the Company.
- 2.3 The Company must agree in writing to any extension of the rental period beyond that specified on page 1 prior to the Return Date otherwise the Vehicle will immediately be reported to the police as stolen.
- 2.4 If you return the Vehicle late without the Company's permission, You will be charged for the late return at a rate equivalent to double the daily standard gross rental charge for the Vehicle, plus the daily rate charge applicable to Reduction Option 1.
- 2.5 The Company may take possession of the Vehicle at its sole discretion without prior demand to You and at your expense if there has been a breach of any terms or conditions of this Agreement or if the Vehicle is illegally parked, used in violation of the law or is apparently abandoned, if the seal of the odometer is broken, or otherwise tampered with. You will be responsible for an extra charge based on 500kms per day at 32.5 cents per kilometre, but also for any cost of repairing or replacing the odometer.
- 2.6 If you attempt to return the Vehicle to the Return Location and it is not open for business at the time You return the Vehicle, the Vehicle will be deemed to have been returned at the time when that Return Location next opens for business. The rental shall continue until that time. You shall remain fully responsible for the Vehicle unless other arrangements has been agreed to in writing by the Company.
- 2.7 The Vehicle must be returned with the amount of fuel equal to that at the time of the rental. If the Vehicle is returned with less fuel the difference will be charged at \$3.30 per litre which may include a service component unless prior arrangements have been made and noted on page 1.
- 2.8 You must only use the fuel specified by the manufacturer of the Vehicle. Using bio-diesel, ethanol or any organic hybrid fuel is strictly considered the wrong fuel type. All costs associated with the use of this fuel including contaminated fuel will be at Your sole expense.

## 3 Vehicle condition on return

- 3.1 You acknowledge that the Vehicle is the sole property of the Company and that at the time of receipt of the Vehicle by You it was in good running condition and fit for the purpose for which You required it and You ascertained this on your own inspection of the Vehicle and not as a result of any representation made by the Company, its employees or agents.
- 3.2 You acknowledge that the only existing damage to the Vehicle at the commencement of this Agreement is that detailed on the Vehicle Condition Report. It is essential that all existing damage is noted by You on the Vehicle Condition Report. Any damage which has not been noted on the Vehicle Condition Report will constitute damage which has occurred subsequent to the commencement of this Agreement for which You shall be charged.
- 3.3 You agree to return the Vehicle in the same condition, except for ordinary wear and tear (not including windscreen or tyre damage) together with its tools, tyres, accessories and equipment on the Return Location on the Return Date specified on page 1 (or sooner, if demanded by the Company).

## 4 Unauthorised and prohibited Use of the Vehicle

- 4.1 The following persons must not drive the Vehicle:
- A person who is not identified on page 1 as either the Hirer, Joint Hirer or Authorised Driver.
  - A person who does not have a valid license or is not licensed to drive the hired class of vehicle.
  - A person whose blood alcohol concentration exceeds the lawful percentage whilst driving the Vehicle.
  - A person who is driving the Vehicle whilst under the influence of a drug, intoxicating liquor or substance.
  - A person who has given or for whom You have given a false name, age, address or driver's licence details.
  - A person whose driver's licence has been cancelled, endorsed or suspended within the last 3 years.
  - A person who has not held an open class driver's licence for any class of vehicle for less than one year.
  - A person who uses or intends to use the Vehicle for an illegal purpose, race, contest or performance test of any kind.
- 4.2 The Vehicle must not be used in the following circumstances:
- Any area outside the area of Use shown on page 1.
  - Any unsealed roads or off-road conditions unless authorised by the Company in the Area of Use on page 1.
  - The carriage of any persons for hire or the carriage of any inflammable, explosive or corrosive materials.
  - Pushing or towing any vehicle, trailer, boat or other objects unless the Company has authorised such use in writing.
  - The carriage of any greater load and/or persons and/or for a purpose for which the Vehicle was designed and constructed or in contravention of any state regulation.
  - The carriage of any animal in the Vehicle unless authorised in writing or noted on page 1 in **Special Conditions**.
  - The use of the Vehicle for racing, pacemaking, reliability trials, speed trials, hill climbing or being tested in preparation for those activities.
  - The use of the Vehicle in a dangerous, wilful or reckless manner.
  - The use of the Vehicle in contravention of any legislation or regulation controlling vehicular traffic.
  - The use of the Vehicle in an unsafe or unroadworthy condition.

## 5 Change of Vehicle

Should the Vehicle booked be unavailable for any reason, the Company reserves the right to substitute an alternative vehicle without prior notification and at no extra cost to You. This shall not constitute a breach of contract.

## 6 Accidents

- 6.1 In the event of an accident You must:
- record the Time/Date/Location;
  - record the other parties full names, addresses, vehicle registrations, car types as well as any property damage in circumstances where the accident did not involve another motor vehicle;
  - record the name of their insurance company;
  - not admit liability;
  - notify the nearest police station within 24 hours of the accident;
  - promptly report the accident within 48 hours to the Company at the location where the Vehicle was hired; and
  - fully complete and sign the Accident Report Form (located in the Vehicle).
- 6.2 If You do admit liability for any claim, loss or demand You agree that such admission is a breach of this Agreement.
- 6.3 In the event of an accident, the towing and retrieval of the Vehicle to the closest Company depot is at Your expense up to the amount of your Liability Waiver where it applies or for the full amount where it doesn't apply. There is no refund for monies paid for the unused portion of the rental period.
- 6.4 A minimum administration fee of \$250 per accident file will apply (to cover the costs of processing).

## 7 Damage Waiver

- 7.1 You will receive the benefit of the Company's insurance with its insurer in respect of damage to the Vehicle or damage to any third party property other than any property owned by You (or any friend, relative, associate or passenger) or any property in your physical or legal control provided You:
- have paid the minimum Liability Waiver set out on page 1 (regardless of who is at fault);



- (b) are not in breach of this Agreement and have not caused any other person to have acted in a manner which is in contravention of this Agreement;
  - (c) are not covered under any other policy of insurance;
  - (d) have provided such information and assistance as may be requested by the Company's insurer.
- 7.2 If cover is provided You authorise the Company's insurer, at its sole discretion, to defend or settle any legal proceedings. The Company's insurer shall have the sole conduct of any proceedings. Any such proceedings shall be brought or defended in your name or the name of the Authorised Driver
- 7.3 Regardless of whether cover is provided, You will remain responsible for the cost of demurrage for the period the Vehicle is unavailable due to repairs.

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## 8 Cleaning

The Vehicle must be returned in a reasonable state of cleanliness or You may be charged a cleaning fee up to \$60. Smoking is not permitted in the Vehicles or a cleaning & deodorising process will be necessary at a charge of \$60.

## 9 Kilometre Allowance

The Kilometre Allowance per day and Charge Per Excess Kilometre Fee is indicated on Rental Vehicle Agreement Part A. The applicable Excess Kilometre Fee is payable by You to the Company on return of the Vehicle.

## 10 Your Obligations

- 10.1 You (including any authorised driver and/or joint hirer) are jointly and severally responsible for compliance with terms and conditions of this Agreement.
- 10.2 By entering into this Agreement You are responsible for and irrevocably authorise the Company to debit the credit card provided on page 1 or any other credit card provided and You will pay the Company on demand any balance with the following charges:
- (a) the rental charges specified on page 1 (must be cleared funds before a vehicle is delivered);
  - (b) all charges claimed by the Company in respect of parking and/or any other traffic violations incurred during the period of time or until such later time as the Vehicle is returned to the Company. An additional administration fee of \$99 per final infringement will apply to cover the costs of processing;
  - (c) Please refer to Roads and Maritime Services Terms and Conditions for any charges in relation to toll evasion incurred during the period of time or until such later time as the Vehicle is returned to the Company;
  - (d) all costs associated with the repossession of the Vehicle;
  - (e) all costs associated with the breaking of any special conditions set out on page 1;
  - (f) all costs associated with the early return or termination of the Rental Agreement until the end of the period specified on page 1;
  - (g) all late fees associated with the return of the Vehicle outside of the normal Rental Agreement;
  - (h) a fee of up to \$2.00 per kilometre for the relocation of all Vehicles up to the point they are dropped off to the Company;
  - (i) all repairs to the Vehicle unless they are authorised in writing by the Company prior to the repair date;
  - (j) all loss or damage to the Vehicle (including the loss of use of that Vehicle – 'demurrage'), legal expenses, assessment fees, towing and recovery, consequential third party damage, storage, company service charges, any appraisal of the vehicle and the loss of any use of the vehicle where:
    - (i) You have breached this Agreement;
    - (ii) the Vehicle is involved in a Single Vehicle Incident unless the Company waives such loss to the Single Vehicle Incident Liability amount shown on page 1 (which amount will apply in addition to the Standard Liability Charge noted on page 1). A Single Vehicle Incident is defined as any incident where the Vehicle suffers loss or damage as a result of an impact with any object when animate or inanimate except another vehicle which can be fully identified and details of which have been provided by You or on your behalf to the Company;
    - (iii) You have been deemed negligent in any action thereby resulting in damage to the Vehicle or third party property;
    - (iv) You have damaged the Vehicle by any wilful or reckless misconduct;
    - (v) You have left the Vehicle unlocked or left the keys in the Vehicle;
    - (vi) You have not kept the key secure and under your personal control;
    - (vii) the underbody of the Vehicle is damaged regardless of cause except where there is a collision with another vehicle;
    - (viii) the Vehicle is totally or partially immersed in water regardless of the cause;
    - (ix) the interior of the Vehicle is damaged regardless of the cause, including by water due to the convertible roof (if any) being

- opened or left open, except where there is a collision with another vehicle;
  - (x) the tyres of the Vehicle are damaged other than by normal wear and tear;
  - (xi) You have failed to maintain all fluid and fuel levels of the Vehicle or failed to immediately rectify or report to the Company any defect in the Vehicle of which you have become or ought to have become aware;
  - (xii) the Vehicle is damaged by loading or unloading, normal wear and tear excepted;
  - (xiii) the exterior of the Vehicle including but not limited to the roof is damaged regardless of cause except where there has been a collision with another vehicle.
- 10.3 If You have paid by use of a credit card, or directed the Company to bill the charges to some other person, corporation, firm or organisation who or which fails to make payment when due, You will immediately pay the full amount due to the Company on demand.
- 10.4 You irrevocably agree and authorise the Company to use the credit card/s provided for payment of any amount due under this Agreement even if a

signed credit card voucher has been returned.

## 11 General Provisions

- 11.1 Immediately upon receipt, You must provide the Company with every summons, complaint or paper in relation to any accident or loss involving the Vehicle.
- 11.2 You will not refuse or fail to take any blood analysis or breath test requested by the police or as required by law.
- 11.3 You acknowledge that the Company relies on the truth of your representations in this Agreement.
- 11.4 You irrevocably release and hold harmless the Company, its employees and agents from all claims for loss or damage to personal property owned by You or others left in the Vehicle, or which is received, handled or stored by the Company at any time before, during or after the rental period, whether due to the Company's negligence or otherwise.
- 11.5 Except as provided by law, You or passengers in the Vehicle are not the agent, servant or employee of the Company for any purpose whatsoever.
- 11.6 The Company gives no express warranties in relation to the Vehicle. Certain conditions and warranties are imported by statute, whether Commonwealth or State, which cannot be excluded, restricted or modified, such as those under the Trade Practices Act 1974. Where the Company is permitted to limit its liability under those statutes for breach of any implied condition or warranty, the Company limits its liability to replacement, repair or re-supply of the Vehicle. All warranties, conditions and other obligations which may otherwise be implied are expressly excluded by this Agreement in their entirety.
- 11.7 The Company is not liable to You or any other person for any indirect, special, incidental or consequential loss relating to this Agreement. In the event of no alternative vehicle being available to You the Company's liability is limited to a refund of the rental charge or in the case of mechanical failure (unless caused by You) the remainder of the rental period.
- 11.8 No right of the Company under this Agreement can be waived except by writing of an authorised officer of the Company.
- 11.9 Notwithstanding any other provision of this Agreement, a goods and services tax (GST) or any similar tax, stamp duty or any other tax, duty, surcharge, levy or fee (charges) imposed by Local, State or Federal Government that is charged and collected by the Company is imposed anywhere in Australia and has application to any supply or use made under or in connection with this Agreement or in relation to the use or the likely use of any roads, facilities or other infrastructure by You or in relation to the provision of rental or other services to You .
- 11.10 You acknowledge that your interest in the Vehicle is as a bailee of the Company only and that You agree not to part with possession, dispose of, encumber or assign any right or interest in the Vehicle and not create any lien on the Vehicle for repairs.
- 11.11 Words used in this Agreement to denote any gender shall include all genders, singular words including the plural, and noted on page 1.
- 11.12 You and/or the Authorised Driver agree to indemnify the Company from and against any or all claims, demands, actions, liabilities, losses, costs and expenses (including, but not limited to legal costs on an indemnity basis), incurred by the Company as a consequence of any breach by You or the Authorised Driver of this Agreement or the failure for whatever reason of the due and punctual performance of your obligations under this Agreement.
- 11.13 We accept Visa and MasterCard only, Please note that Bepali will apply a credit card surcharge of 1.65% for Visa and MasterCard.
- 11.14 You acknowledge that the Company has not in any way represented itself to You as an entity carrying on the business of insurance.
- 11.15 You must make yourself available to assist the company in any actions mentioned in this agreement that may arise out of your hire of the vehicle.
- 11.16 Either party may terminate the Rental Agreement at any time if the other party breaches the Rental Agreement.



## 12 Privacy Notice

The Company has always valued the privacy of personal information. When we collect, use, disclose or handle personal information, we will be bound by the Privacy Act (Commonwealth). The Company collects personal information to offer, provide, manage and administer its services and products. The Company discloses personal information to third parties who we believe are necessary to assist us in providing the relevant

services and products to our customers. However, we limit the use and disclosure of any personal information provided by us to such third parties for the specific purpose for which it was supplied. The Company will not release your personal information to anyone other than to which we have already identified. If you would like a copy of our Privacy Policy, or you wish to seek access to or correct the personal information we collect or disclose a value, please contact The Company.

2 Initial

## RENTAL AGREEMENT

Kili Enterprises Pty  
ABN: 69623304790

### Summary

Renter represents and warrants that the renter is legally entitled to operate a motor vehicle under the laws of this jurisdiction and will not operate it in violation of any laws, or in any negligent or illegal manner.

Renter has brought a driver's licence also other three (3) forms of ID – two (2) of which have the same current address.

Owner represents and warrants that to Owner's knowledge, the Rental Vehicle is in good condition and is safe for ordinary operation of the vehicle.

Renter has been given an opportunity to examine the Rental Vehicle in advance of taking possession of it, and upon such inspection, is not aware of any

If the Rental Vehicle is damaged or destroyed while it is in the possession of Renter, Renter agrees to pay any required insurance deductible and also assign all rights to collect insurance proceeds to Owner. damage existing on the vehicle other than that notated by separate Existing Damage evidence. Renter is to perform no repairs, alterations, modifications, or tampering with the car.

Renter agrees to indemnify, defend, and hold harmless the Owner for any loss, damage, or legal actions against Owner as a result of Renter's operation or use of the Rented Vehicle during the term of this Car Rental Agreement. This includes any attorney fees necessarily incurred for these purposes. Renter will also pay for any parking tickets, moving violations, or other citations received while in possession of the Rented Vehicle.

Owner is not liable for public liability claims from renter in the event of an issue affiliated with the vehicle. Upon completion of rental term renter is to return vehicle to location it was picked up (287 Sturt Road, Sturt), with the petrol at similar capacity to when vehicle was initially rented out to renter, and with the cleanliness is similar state too. Agreed mileage is not to be exceeded.

If the renter does not return the vehicle and/or the documents and/or the keys of the vehicle in the agree place at the right time of return stated in the agreement. The renter pays for every starting 24-hour period the rental charge for one day stated in the agreement.

Renter will be required to provide a security deposit to Owner which will be used in the event of loss or damage to the Rental Vehicle during the term of this Car Rental Agreement, or in the event of violation of rental term, or return arrangement by renter. In the event of damage to the Rental Vehicle, Owner will apply this Security Deposit to defray the costs of necessary repairs or replacement. If the cost for repair or replacement of damage to the Rental Vehicle exceeds the amount of the Security Deposit, Renter will be responsible for payment to the Owner of the balance of this cost.

Renter will be charged a minimum cancellation fee of \$50 if 7 or more days' notice is provided prior to the day of collection. If less than 7 days' notice is given or if you do not show on the day of rental the cancellation fee will be equal to 50% of your rental cost.

There are no refunds for early returns. Any change of plans including requests to extend must be notified to our office. No modification to this agreement can be made unless in writing signed by both parties.



RENTAL AGREEMENT  
Kili Enterprises Pty  
ABN: 69623304790

I Erick Maleko hereby rent out  
Nissan Pathfinder (Registration: \_\_\_\_\_), VIN: ( \_\_\_\_\_ )  
To:  
Name:  
Phone Number:  
Address: ..... ..

Duration:  
Rate:  
Security Deposit: .....

Date:

Renter Signature:

Owner Signature:

Returned on:

Notes:

Renter Signature:

Owner Signature: