



# Alpen Auto Rentals

## Vehicle Rental Terms & Conditions

This is an agreement between the Hirer/Joint Hirer/Authorised Dealer identified on the Vehicle Rental Agreement (including the person signing the Agreement) ('You') and the Company ('The Company') identified on The Vehicle Rental Agreement to rent the motor vehicle ('The Vehicle') described on the Vehicle Rental Agreement including all of its accessories, tools, tyres and equipment as well as any replacement vehicle. The Vehicle Rental Agreement will be hereto referred to as Page 1 in this agreement.

### 1. VEHICLE CONDITION AND RETURN

You acknowledge the vehicle is delivered to You in good operating condition and with the seal of the odometer unbroken. You agree to return the vehicle in the same condition (except ordinary wear and tear and NOT INCLUDING WINDSCREEN OR TYRE DAMAGE)

together with all tools, tyres, accessories and equipment on the date and place specified on Page 1 (or sooner if demanded by The Company). The Company may take possession of the vehicle without prior demand to You and at Your expense if there is a breach of any terms or conditions of this Agreement or if it is illegally parked, used in violation of the law or if it is apparently abandoned. If the seal of the odometer is broken or otherwise tampered with You will be responsible for not only an extra charge based on 500 kilometres per day at 50c per kilometre, but also for repairing or replacing the odometer. Note: If there is to be any extension of the period of hire beyond that stated on Page 1 The Company must be notified and it must agree to such extension in writing. Otherwise the vehicle will be immediately reported to the police as stolen. Your responsibility for the security of the Vehicle continues until the Vehicle is returned or collected and inspected by the owner, the agreement signed off and tax invoice issued.

### 2. PERSONS WHO MUST NOT DRIVE THE VEHICLE

- a. A person who is not identified on Page 1 as either the Hirer, Joint Hirer or Authorised Driver.
- b. A person who is not licensed to drive a hire class of vehicle.
- c. A person whose blood alcohol concentration exceeds the lawful percentage whilst driving the vehicle.
- d. A person who is driving in the Vehicle under the influence of a drug.
- e. A person who has given or for whom you have given a false name, age, address or driver's license details.
- f. A person whose driver's license has been cancelled, endorsed or suspended within the last 3 years.
- g. A person who has held a driver's license for less than 2 years.
- h. A person who uses or intends to use the vehicle for an illegal purpose.

### **3. CIRCUMSTANCES WHERE THE VEHICLE MUST NOT BE USED:**

- a. Any Area outside the Area Of Use shown on page 1.
- b. Any unsealed roads or off road conditions unless authorised by The Company in the Area Of Use on Page 1.
- c. The carriage persons for hire or to carry any inflammable, explosive or corrosive materials
- d. Pushing or towing any vehicle, trailer, boat or other object unless the company has authorised such use in writing.
- e. The Carriage of any greater load and/or persons and/or for a purpose for which the vehicle was designed and construction.
- f. The carriage of any animal or pet in the vehicle unless authorised in writing or on Page 1 in SPECIAL CONDITIONS.
- g. The use of the vehicle for racing, pacemaking, reliability trials, speed trials, hill climbing or being tested in preparation for those purposes.
- h. The use of the vehicle in a dangerous manner.
- o. The use of the Vehicle in contravention of any legislation or regulation controlling vehicular traffic.

### **4. YOUR OBLIGATIONS**

Note: Joint hirers and all drivers are jointly and severally liable for compliance with the terms and conditions of this agreement.

You must disclose to the company any special conditions that are attached to your license.

By entering into this Agreement you are responsible for and irrevocably authorise The Company to debit your 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.
- b. All charges claimed from the Company in respect of parking and/or any other traffic violations incurred during the period of hire or until such later time as the vehicle is returned to the Company.
- c. All loss or damage to the motor vehicle (including loss of use of that vehicle and the loss of income 'demurrage') assessment fees, towing and recovery, consequential third party damage storage.
- d. In default of prompt payment of account in full, You undertake to indemnify us and pay all costs and expenses on a solicitor/own client basis if legal action is necessary, and/or Debt Collection Agency fees and all court costs & associated expenses, which we may incur in recovering from You any overdue account and Company services charges where:
  - i) Any terms or conditions of this Agreement has been breached.
  - ii) The vehicle is involved in a single vehicle accident unless the Company waives such loss to a single vehicle liability amount (which amount will apply in addition to the COLLISION DAMAGE/LOSS 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 whether 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 left the vehicle unlocked or left the keys in the vehicle.
- iv) You have failed to keep the key secure and under your personal control.
- v) The underbody of the vehicle is damaged regardless of cause except where there is a collision with another vehicle.
- vi) The vehicle is totally or partially immersed in water regardless of cause.
- vii) The interior of the vehicle is damaged regardless of cause except where there is a collision with another vehicle.
- viii) The tyres of the vehicle are damaged other than by normal wear and tear.
- ix) The vehicle or third party property is damaged by driving it under or into an object lower than the height of the vehicle.
- x) You have failed to maintain all fluid and fuel levels or failed to immediately rectify or report to The Company any defect of which you become aware.
- xi) The vehicle is damaged by loading or unloading, normal wear and tear excepted.
- xii) You use the Vehicle as an articulated vehicle unless agreed to by The Company in SPECIAL CONDITIONS on Page 1.
- xiv) The exterior of the Vehicle is damaged regardless of cause except where there is a collision with another vehicle.

If you have paid by use of a credit card or directed The Company to bill charges to some other person, corporation, firm or organisation who or which fails to make payment when called upon by The Company, you hereby irrevocably accept that You are liable and will immediately pay the full amount due to The Company on demand. The Company, in addition, may charge You interest at the rate of 18% per annum calculated on a daily basis on all outstanding accounts or charges payable in accordance with this Agreement. Such interest to be computed from the end of the rental period.

## **5. DAMAGE COVER**

Provided you act within the terms and conditions of this Agreement The Company will grant damage cover (including legal costs incurred with our written consent) to You in respect of damages to the vehicle and/or third party damage other than property owned by you (or any friend, relative, associate or passenger) in Your physical or legal control. This cover is also subject to:

- a. You paying the COLLISION DAMAGE/LOSS LIABILITY CHARGE on Page 1.
- b. You not having breached any terms and conditions of this Agreement.
- c. You not being covered under any policy of insurance.
- d. You providing such information and assistance as may be requested by The Company or anyone acting on behalf of The Company.

- e. You completing and signing a collision report within 7-14 days and returning it to the head office of The Company as on Page 1.
- f. You reporting all incidents immediately to The Company's head office by telephone as on Page 1.

If cover is provided then The Company, or its insurer may bring, defend or settle any legal proceedings in its/their sole discretion and The Company shall have the sole conduct of any proceedings. Any such proceedings shall be brought or defended in Your name.

## **6. GENERAL PROVISIONS**

- a. If there is any incident involving loss or damage to the vehicle or involving the vehicle while rented under this Agreement You shall promptly report such incident to the head office of The Company as well as delivering to The Company immediately upon receipt by You, every summons, complaint or paper in relation to such loss. You must also report all incidents to the police or other proper authority.
- b. You irrevocably release and hold harmless the Company (and its agents and employees) from all claims for loss or damages to Your personal property, or that of any other persons property left in the vehicle, or which is received, handled or stored by the Company at any time before, during or after this rental period, whether due to the Company's negligence or otherwise.
- c. You acknowledge that The Company relies on the truth of Your representations in this Agreement.
- d. You will not refuse or fail to take any blood analysis or breath test requested by the police.
- e. Except as provided by law no driver or passengers in the vehicle shall be or deemed to be the agent, servant or employee in any manner for any purpose whatsoever.
- f. The Company gives no express warranty in relation to the Vehicle. Certain conditions and warranties are implied 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 an implied condition or warranty, the company limits its liability to replacement, repair or resupply of the Vehicle. All other warranties, conditions and other obligations which may be otherwise implied are expressly excluded in their entirety. The Company is not liable to You for any indirect, incidental or consequential damages relating to this Agreement.
- g. No right of the Company under this agreement may be waived except in writing by an authorised officer of The Company.
- h. Words used in this agreement to denote any gender shall include all genders, singular words include the plural, and noted on Page 1.

- i. Notwithstanding any other provision in 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 conjunction 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 The Company may in addition to the rate, price or any other amount or consideration quoted or expressed as payable elsewhere in this Agreement, recover from You an additional amount on account of the charge. Any additional amount of the charge shall be calculated without any deduction or set-off of any other amount and is payable to the Company upon Demand.
- j. 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.
- k. You agree to indemnify the Company from any or all claims, demands, actions, losses, costs and expenses (including but not limited to legal costs on an indemnity basis) incurred by The Company as a consequence of the failure for whatever reason of the due and punctual performance of Your obligations under the Agreement.
- l. You acknowledge that The Company has not in any way represented itself to You as an entity carrying on the business of insurance
- m. You must not at any time admit liability for any claim, loss or damage and agree that if such admission is made by You then that is a breach of this Agreement.

## **7. FUEL**

The vehicle must be returned full of fuel. If the vehicle is returned with less fuel the difference will be charged at a rate which may include a service component unless prior arrangements have been made and noted on Page 1. The correct fuel must be used in this Vehicle.

Failure to do so can result in serious engine damage or total destruction. All repair costs are Your responsibility.

**DIESEL VEHICLES MUST BE FILLED WITH DIESEL FUEL ONLY.**

## **8. PASSING OF INFORMATION**

If in the opinion of The Company You are in breach of this Agreement including by You failing to pay monies due or supplying misleading or untrue information, You consent to The Company providing a Rental Vehicle Reporting Agency ('The Agency') with

details of the breach ('The information'). You also consent to The Agency providing the information to other Rental Vehicle Companies. You understand that the

information may be given and used for the purpose of assessing any further application by You to rent a vehicle. You consent to The Company providing the information contained on Page 1 to a credit management company for the purpose of recovering all outstanding accounts or charges payable in accordance with this Agreement.

If payment of outstanding accounts are not paid within the specified period as stated by The Company, The Company will have no choice but to request a credit management company to take action under the Terms and Conditions of this Agreement. In the event of non-payment You will be listed as a defaulter with a credit reporting agency.

Under provisions of the Privacy ACT 1988 (amended 2001) The Company may give information about You to Credit Reporting Agencies to allow such agency to maintain a credit information file containing information about Your credit worthiness.

The Company acknowledges that it is advancing You a line of Credit up to the end of the hire period or 14 days, whichever ever comes first. If you breach this Agreement You may then be reported to a credit reporting agency and gives consent to The Company to:

1. Giving information to a Credit Reporting Agency (Section 18E (8)c Privacy ACT 1988)

The Company has informed you that it may give certain information about You to a Credit Reporting Agency

2. Access to Commercial Credit Information (Section 18L(4) Privacy ACT 1988)

You agree that The Company may obtain information about You from a business that provides information about the commercial credit worthiness of persons for the purpose of assessing Your application for consumer-credit.

3. Access to Consumer Credit Information (Section 18K(1)(b) Privacy ACT 1988)

You agree that the Company's agency for the purpose of assessing Your application for commercial credit

4. Exchange of Credit Worthiness Information (Section 18N, Privacy ACT 1988)

You agree that The Company may exchange information with those credit providers named in this application or named in a consumer credit report issued by a credit reporting agency for the following purposes:

(a) To assess an application by You for credit

(b) To notify other credit providers of a default by You

(c) To exchange information with other credit providers as to the status of this application where You are in default with other credit providers

(e) To assess Your credit worthiness