

ATR RENTALS

RENTAL AGREEMENT PART B

TERMS & CONDITIONS

NAME:
DATE:
REGO:
VEHICLE:

Ph:1800 CHILLED www.atrplusrentals.com.au

ATR Refrigerated Rentals Pty Ltd / ABN 14 601 140 443

IMPORTANT: Please read all of this Agreement (Parts A & B) and ask for any explanations that you require.

The Renter ("I", "me", "my") agrees with the Owner ("you", "your") to the terms and conditions set out below.

1. DEFINITIONS

- 1.1 "Comprehensive Damage Liability" has the meaning set out in clause 3.2 (c)
- 1.2 "Damage Liability" means an agreement as to the amount that I will have to pay to you in the event of damage occurring to the Rental Vehicle exclusive of Rental Vehicle recovery costs and the cost of supplying a replacement vehicle;
- 1.3 "Damage Liability Electives" means the choice of alternative Damage Liabilities referred to in clause 3;
- 1.4 "Due Date" means the date due as nominated in Item 8 of Part A;
- 1.5 "Maxi Damage Liability" has the meaning set out in clause 3.2(d)
- 1.6 "Nominated Rate Per Litre" means the price per litre cost of fuel that you nominate at your discretion at the time the Rental Vehicle is refilled.
- 1.7 "Off Road" means any place that is not a Road (except if the use of the Rental Vehicle off Road is authorised by ATR);
- 1.8 "Premium Damage Liability" has the meaning set out in clause 3.2(b);
- 1.9 "Penalty Fee" means that fee prescribed in Item 4 of Part A;
- 1.10 "Rental Vehicle" means the Rental Vehicle described in Item 7 of Part A;
- 1.11 "Renter" means the legal entity described in Item 1 of Part A;
- 1.12 "Road" means any sealed road which is recognised by the relevant State or Territory Government or Local Authority as a road;
- 1.13 "Single Vehicle Accident" means an event involving no other Vehicle other than the Rental Vehicle which results in damage to the Rental Vehicle;
- 1.14 "Standard Damage Liability" has the meaning set out in clause 3.2(a)
- 1.15 "Undercarriage of the Rental Vehicle" means any mechanical component of the Rental Vehicle attached to or relating to the chassis including but not limited to, the engine, gearbox, transference, differentials, engine sump, protection guards, fuel tanks, drive shafts, suspension system, axles, wheels and any other similar components of the Rental Vehicle.
- 1.16 "Charge Card" means the Visa or Mastercard debit, credit or charge card that I:
 - 1.16.1 provide at time of booking; and/or
 - 1.16.2 that you accept the details of from me at the pick-up location of my Rental Vehicle; and/or
 - 1.16.3 that you otherwise accept the details of from me for the purposes of any or all payments and charges that I may be required to pay under this agreement.

2. RENTER'S LIABILITY

- 2.1 Notwithstanding that I may have selected one of the Damage Liability Electives; I agree that I will be fully liable for all damage or injury caused to the Rental Vehicle or any other property or person which occurs:
 - 2.1.1 While any driver of the Rental Vehicle has a blood alcohol concentration exceeding the lawful percentage;
 - 2.1.2 While any driver of the Rental Vehicle is under the influence of a drug;
 - 2.1.3 While any driver of the Rental Vehicle is not licenced to drive the Rental Vehicle;
 - 2.1.4 While any driver of the Rental Vehicle is under 21 years of age;
 - 2.1.5 While any driver of the Rental Vehicle has held a driver's license for any class of vehicle for less than two (2) years;
 - 2.1.6 While any driver of the Rental Vehicle refuses to undertake a breath test or blood alcohol or drug test from a police officer or other authorised officer;
 - 2.1.7 While anyone other than one of the drivers nominated in Item 6 of Part A is driving the Rental Vehicle; 'unless such driver is approved in writing by you;
 - 2.1.8 To the undercarriage of the Rental Vehicle;
 - 2.1.9 To the roof, both internal and external, of the Rental Vehicle;
 - 2.1.10 To the Rental Vehicle by water;
 - 2.1.11 By the use of any trailer in conjunction with this Rental Vehicle;
 - 2.1.12 To the Rental Vehicle as a result of any person smoking in the Rental Vehicle.

3. DAMAGE LIABILITY

- 3.1 I must select one of the 4 alternatives set out in clause 3.2;
- 3.2 Upon selecting one of the following Damage Liability Electives, the terms of the Damage Liability agreement between you and I are set out below, under the headings of the various Damage Liability Electives.

(a) STANDARD DAMAGE LIABILITY

IF THE STANDARD DAMAGE LIABILITY OPTION IS NOTED IN ITEM 9 OF PART A. THE FOLLOWING CONDITIONS APPLY:

In consideration of the payment by me to you of the amount set out in Item 10(e) of Part A, subject to clause 2, my liability shall be limited to the amount of \$4000.00 (for vehicles 4500GVM or lower), and \$5000.00 (for vehicles over 4500GVM)

(b) PREMIUM DAMAGE LIABILITY

IF THE PREMIUM DAMAGE LIABILITY OPTION IS NOTED IN ITEM 9 OF PART A. THE FOLLOWING CONDITIONS APPLY:

In consideration of the payment by me to you of the amount set out in Item 10(e) of Part A, subject to clauses 2 and 3.3, my liability shall be limited to the amounts set out below for the specified events:

- (i) Damage to the Rental Vehicle for each and every occurrence including a single Rental Vehicle accident other than as specified in (ii) and (iii) below \$3200.00 (for vehicles 4500GVM or lower), and \$4000.00 (for vehicles over 4500GVM)
- (ii) Damage to the Rental Vehicle for each and every occurrence for a single Rental Vehicle accident where the driver is aged between 21 years and 24 years \$3800.00 (for vehicles 4500GVM or lower), and \$4800.00 (for vehicles over 4500GVM)
- (iii) Damage to the Rental Vehicle for each and every occurrence caused during use Off Road \$4000.00 (for vehicles 4500GVM or lower), and \$5000.00 (for vehicles over 4500GVM)

(c) COMPREHENSIVE DAMAGE LIABILITY

IF THE COMPREHENSIVE DAMAGE LIABILITY OPTION IS NOTED IN ITEM 9 OF PART A. THE FOLLOWING CONDITIONS APPLY:

In consideration of the payment by me to you of the amount set out in Item 10(e) of Part A, subject to clauses 2 and 3.3, my liability shall be limited to the amounts set out below for the specified events:

- (i) Damage to the Rental Vehicle for each and every occurrence other than a single Rental Vehicle accident other than as specified in (ii) and (iii) below \$2700.00 (for vehicles 4500GVM or lower), and \$3200.00 (for vehicles over 4500GVM)
- (ii) Damage to the Rental Vehicle for each and every occurrence for a single Rental Vehicle accident where the driver is aged between 21 years and 24 years \$3250.00 (for vehicles 4500GVM or lower), and \$3750.00 (for vehicles over 4500GVM)
- (iii) Damage to the Rental Vehicle for each and every occurrence caused during use Off Road \$4000.00 (for vehicles 4500GVM or lower), and \$5000.00 (for vehicles over 4500GVM)

(d) MAXIMUM DAMAGE LIABILITY

IF THE MAXIMUM DAMAGE LIABILITY OPTION IS NOTED IN ITEM 9 OF PART A, THE FOLLOWING CONDITIONS APPLY:

In consideration of the payment by me to you of the amount set out in Item 10(e) of Part A, subject to clauses 2 and 3.3, my liability shall be limited to the amounts set out below for the specified events:

- (i) Damage to the Rental Vehicle for each and every occurrence other than a single Rental Vehicle accident other than as specified in (ii) and (iii) below \$2200.00 (for vehicles 4500GVM or lower), and \$2700.00 (for vehicles over 4500GVM)
- (ii) Damage to the Rental Vehicle for each and every occurrence for a single Rental Vehicle accident where the driver is aged between 21 years and 24 years \$3000.00 (for vehicles 4500GVM or lower), and \$3500.00 (for vehicles over 4500GVM)
- (iii) Damage to the Rental Vehicle for each and every occurrence caused during use Off Road \$4000.00 (for vehicles 4500GVM or lower), and \$5000.00 (for vehicles over 4500GVM)

3.3 If the Rental Vehicle is damaged by my fault (as determined by your insurer) on more than one (1) occasion within a twelve (12) month period during the period of the rental, then I agree that my damage liability will revert to Standard Damage Liability for the remainder of the rental period.

4. RENTAL VEHICLE RETURN

- 4.1 I agree that at the commencement of this Agreement the Rental Vehicle was in good working order and condition subject to items noted in Part A.
- 4.2 The Rental Vehicle is to be returned full of fuel. If the Rental Vehicle is not returned full of fuel, you will charge me for the cost of the missing portion of the fuel at the Nominated Rate Per Litre.
- 4.3 I agree to return the Rental Vehicle to you on the Due Date to the location nominated in Item 8 of Part A. If I return the Rental Vehicle late, I agree to return the Rental Vehicle during business hours and pay additional rental to you as set out in clause 7.3.
- 4.4 When I return the Rental Vehicle, it will be clean, in both good working order and condition with all tools, spares and accessories in place. Fair wear and tear and any damage or defects noted in Part A will be accepted. If the Rental Vehicle is returned unclean you reserve the right to charge a cleaning fee.
- 4.5 I agree that if the Rental Vehicle is not returned by the Due Date or if you have terminated this Agreement, you may report the Rental Vehicle as being stolen or unlawfully used, to Police.
- 4.6 I agree to immediately return the Rental Vehicle upon your request if this Agreement has been breached or there has been any misrepresentation to you.
- 4.7 If I do not return the Rental Vehicle to you as required by this Agreement, I authorise you to enter any property to retake possession of the Rental Vehicle.
- 4.8 I understand that it may take up to 48 hours for you to clean and check for all panel, paint, mechanical and undercarriage damage.

5. MY RESPONSIBILITY

- 5.1 I agree to pay to you the cost of any damage, loss or expense as a result of my renting the Rental Vehicle. If the Rental Vehicle cannot be rented by you while any damage is repaired, I agree to pay you at the rate recorded in this Agreement, and if no rate is specified the rate, you usually charge on a similar rental agreement for each and every day you cannot rent the Rental Vehicle.
- 5.2 I agree not to conduct any work of any kind on or in relation to the Rental Vehicle which may void the manufacturer's warranty of the Rental Vehicle.
- 5.3 I will ensure the Rental Vehicle is driven safely and carefully with due consideration for other persons. I agree any reckless driving of the Rental Vehicle will result in termination of this Agreement and will render my Damage Liability Electives void.
- 5.4 I agree to pay any traffic or parking fine, storage cost or toll of any kind in respect of the Rental Vehicle incurred whilst the Rental Vehicle is in my possession or under my control. In addition, I acknowledge that a \$35.00 administration fee will be charged to my Charge Card that have been supplied to you previously or invoiced to me in relation to each event.
- 5.5 I agree that I will be liable for any repairs or assistance required to the Vehicle if the vehicle is damaged or breaks down outside of South Australia. For the avoidance of doubt I agree that you are not liable to provide any roadside assistance or any other assistance to the Vehicle or the driver of the Vehicle if the vehicle breaks down or requires repair outside of South Australia.

6. OPERATION OF THE RENTAL VEHICLE

I agree:

- 6.1 To ensure that the Rental Vehicle is maintained in proper working order and condition and that all recommended oils and fluids are kept to their proper levels in the engine, gearbox, transfer case, front axle, rear axle, power steering, clutch and brake system;
- 6.2 To fill the Rental Vehicle with only the fuel type specified by the manufacturer of the Rental Vehicle.
- 6.3 To ensure the refrigeration components of the Rental Vehicle are maintained and operational at all times
- 6.4 To ensure that the radiator is kept clean and full of water and coolant;
- 6.5 To keep the tyres properly inflated and if any tyre is damaged I will pay you the replacement cost of the tyre or tube. The replacement cost will be calculated on a pro rata basis taking into account the tread level referred to in Part C as opposed to the cost of a new tyre;
- 6.6 Not to carry or tow any item that weighs in excess of the Rental Vehicle manufacturers payload or towing capacity and to meet all state and territory regulations in relation to towing and carriage of payload;
- 6.7 To ensure the Rental Vehicle is adequately secured, locked and protected from the environment or other adverse conditions at all times;
- 6.8 I will not use the Rental Vehicle for the carrying of any flammable, explosive or corrosive substance without your prior permission;
- 6.9 Not to interfere with the odometer. I agree the odometer reading will be final conclusive evidence of the distance travelled by the Rental Vehicle. If the odometer has malfunctioned or you have reasonable grounds for suspecting that it has been tampered with during the term of this Agreement, then I agree to pay such additional amounts as you may reasonably determine in respect of the distance travelled by the Rental Vehicle and any loss you may suffer;
- 6.10 Not to use the Rental Vehicle for any illegal purpose;
- 6.11 Not to use the Rental Vehicle for any race, speed trial, hill climb or other activities detrimental to the Rental Vehicle's condition;
- 6.12 I will notify you of any fault developing in the Rental Vehicle and will not drive the Rental Vehicle if it becomes unsafe or further damage is likely to occur to the Rental Vehicle;
- 6.13 Not to make any unsafe or impractical water crossing;
- 6.14 To follow any specific instructions which may be issued by you regarding traversing of rocks or rocky outcrops or beaches;
- 6.15 To comply with all relevant laws, regulations, rules, by-laws and ordinances for the use of the Rental Vehicle and pay any fees and charges;
- 6.16 Not to allow any lien to be created over the Rental Vehicle nor part with possession of the Rental Vehicle;
- 6.17 Not carry, or allow the Rental Vehicle to carry, more passengers than may be properly accommodated by the seat belt restraints provided in the Rental Vehicle.

7. PAYMENT

I agree:

- 7.1 To pay to you the charges as recorded in this Agreement. Where no rate is specified in this Agreement, then it will be in accordance with the rates you usually charge on a similar rental agreement.
- 7.2 I agree to pay as per the trading terms noted in item 3 Part A
- 7.3 Where I return the Rental Vehicle to you after the Due Date, I will pay you for any additional days of use at the rate specified in this Agreement or if not specified, at the rate you usually charge for a similar rental agreement.
- 7.4 If the person who signed this agreement is not me and I do not pay any of the amounts payable under this rental agreement, the person who signed the rental agreement will be responsible to make such payment
- 7.5 If I take the Rental Vehicle outside the area nominated in item 5 Part A, then I will pay such additional charges as you may reasonable determine. You may charge me with a per kilometre amount for the mileage that you determine to be appropriate in the circumstances.
- 7.6 If I drive the Rental Vehicle further than the included kilometer's in item 10(A) of Part A, then I agree to pay such additional charges for that additional mileage at the rate prescribed in item 10(B) of Part A.
- 7.7 To pay a sum equal to the value of any tyres, tools, accessories and equipment lost or stolen during the term of this agreement;
- 7.8 To pay you the interest on any monies owing under this Agreement which are not paid on the due date at the rate of 15% per annum;
- 7.9 I authorise you to charge my Charge Card for the full amount of the Total Weekly/Monthly Payments as shown in Item 10(I) of Part A, except to the extent I have opted to pay them with a pre-paid voucher or in cash (where a cash option is available). I authorise you to charge this at the time I pick up the vehicle and hold it as a deposit. At the end of my Rental I authorise you to apply that amount towards the total charges payable by me for my Rental.
- 7.10 I authorise you to make payment from my Charge Card, unless I have made a cash deposit (where a cash option is available), which you will apply towards any additional charges for which I am responsible. The amount of the cash deposit you take will vary depending on the vehicle I have rented and whether or not I have selected any Damage Liability (and, if I have, the level that I have selected).

8. EARLY RETURN

- 8.1 In the event that I return the Rental Vehicle, with your consent, earlier than the Due Date, I agree to forego any rental fee paid in advance by me to you in addition to the Penalty Fee.

9. LATE FEES

- 9.1 In the event that I return the Rental Vehicle later than the time nominate in item 8 in part A on the Due Date, you are entitled to charge me a late fee equivalent to 33% of the daily rates specified in item 10(A)(B) and (E) of part A for each hour overdue. When the Rental Vehicle exceeds 3 hours overdue another day's charge is incurred

10. RISK

- 10.1 I indemnify you in respect of any claims, costs, damages and expenses, including legal costs (on a Solicitor and client indemnity basis) arising out of:
 - 10.1.1 any damage or injury to any property or person as a result of my use of the Rental Vehicle
 - 10.1.2 any report to the Police that the Rental Vehicle is stolen or being unlawfully used;
 - 10.1.3 entry by you to any property, for the purpose of attempting to retake possession of the Rental Vehicle;
 - 10.1.4 any parking or traffic matter;
 - 10.1.5 any damage to my property.

11. ACCIDENTS

- 11.1 I will notify you as soon as possible by telephone and then in writing of any damage or injury, risk or liability which might lead to a claim by any person or under any insurance policy. The particulars to be supplied by me will contain the fullest information available and names and addresses of other parties, their licence details, registration numbers and description of other vehicles involved, witnesses' names and addresses and policy details.
- 11.2 I will not make any admission of liability without your written consent.
- 11.3 I will forward to you all letters, claims summonses or other paper relating to any claim, prosecution or proceedings issued as a result of my rental of this Rental Vehicle.
- 11.4 I will co-operate, do all acts and things as may be necessary or required by you to enforce any rights or remedies of obtaining relief or indemnity from other persons in respect to any loss or damage to the Rental Vehicle.
- 11.5 I will not aid or abet any claimant against you or your insurers.

12. RECOVERY COSTS

- 12.1 I accept liability and to pay any costs associated with the recovery of the Rental Vehicle. You will determine the location to where the Rental Vehicle will be recovered to. The cost of any recovery is not included in the bond and is not covered under any Damage Liability Elective. This cost may be debited to my Charge Card that have been supplied to you previously.

13. REPLACEMENT OF A RENTAL VEHICLE

- 13.1 You reserve the right to only replace a damaged/inoperative Rental Vehicle if available.

14. EXCLUSION OF YOUR LIABILITY

- 14.1 I agree you will not be liable to me for any loss or damage to my property in the Rental Vehicle or any cost or damages arising out of the breakdown of the Rental Vehicle or any refrigeration component of the Rental Vehicle.

15. JOINT AND SEVERAL

- 15.1 I, and each person who have signed this Agreement, agree we are jointly and severally liable for all amounts and obligations under this Agreement.

16. CANCELLATION FEES

- 16.1 I agree that if I cancel my booking within 24hours of scheduled collection that I will be charged for the booking in it's entirety
- 16.2 I agree that if I cancel my booking within 7 days and prior to 24hours of scheduled collection that I will be charged a cancellation fee of \$50.00 (excluding GST)

17. TERMINATION

- 17.1 I agree that if I breach any term of this Agreement, you may immediately terminate the Agreement orally. Upon you notifying me of such termination, I will promptly return the Rental Vehicle to the location where the Rental Vehicle is to be returned to or other locations directed by you and otherwise observe the other terms of this Agreement.

18. CHARGE CARD PAYMENT AUTHORITY GENERALLY

- 18.1 Notwithstanding any other provision in this agreement, at any time on or after the date of Vehicle Collection (as set out on Part A of this agreement) I authorise you to debit from my Charge Card to pay:
 - 18.1.1 the total, or any part of, the amount I am required to pay you as set out in Item 10 of Part A of this agreement;
 - 18.1.2 any payment I am required to pay under clauses 5.4, 7.9, 7.10 and 12 of this agreement;
 - 18.1.3 any card surcharge payable due to the method of payment being my Charge Card; and/or
 - 18.1.4 any amount which I reasonably owe you under this agreement, in respect of any breach of the agreement (if any) or otherwise.
- 18.2 If the Charge Card is not in my name, I will use best endeavors to do all things and sign all documents necessary to obtain your authority to charge the Charge Card under this agreement.