

TERMS AND CONDITIONS

This document is an AGREEMENT between Allwest Transport Services Pty Ltd (hereinafter called "The Owner" and the party whose signature appears on the rental agreement (hereinafter called "The Renter") whereby it is mutually agreed between the parties as follows:

1. The Owner hires to the Renter and the Renter rents from the Owner the motor vehicle/trailing gear/equipment that is described on the rental agreement for the rental period and at the rental amount set out on the rental agreement subject to the following terms and conditions.
2. Any person who signs this agreement on behalf of the renter warrants that for all purposes of the agreement they are the duty authorised agent of the renter and if such person is not the duty authorised agent of the renter, then in consideration of the owner permitting that person to drive the vehicle they shall be deemed to be the renter and agree to be bound by all of the terms and conditions of this agreement.
3. The Renter warrants that:
 - a) No person shall drive the vehicle that
 - i) Does not have a current drivers licence valid in the state or territory for the class of vehicle hired
 - ii) Is under the influence of liquor or drugs
 - iii) Is under the age of 25 years
 - iv) Has not held a drivers licence for the required class of vehicle for a minimum of months
 - v) Has been refused motor vehicle insurance
 - b) All particulars shown on the rental agreement relating to the driver and the renter are correct
 - c) The Renter acknowledges that the owner enters into this agreement strictly on the reliance on the truth of the above representations and those on hire agreement
4. The expression "The Renter" shall mean and include:
 - A. Any person who signs this agreement whether on their behalf or on behalf of any other person, company, corporation or government department
 - B. The person, company, corporation or government department shown in the 'Invoice to' section
 - C. The person, company, corporation or government department which vicariously liable at law to third parties for loss or damage caused by the driver of the vehicle where is established that the hiring was made by the driver as agent for and on behalf of such person company, corporation or government department
 - D. In the case of joint hirers that the renters shall be jointly and severally liable in respect of all the provisions of the agreement.

Rental Period and Rental Charges

1. The rental day is for the 24hr period. The rental period shall be for the period of time as set out on the Rental Agreement (Hire Period Commencement to Hire Period End)
2. After a one hour period of grace, late return charges will be calculated at one third of the daily rental rate for each hour or part thereof to a maximum of three hours after which the normal daily rate will apply
3. The renter shall pay the total rent for the rental period to the owner and that rent shall be the total of:
 - A. The 'daily rate' which may be the rate as per the owner's brochure, an agreed flat rate or any other rate accepted by the renter, which may include a charge for kilometres driven in excess of the agreed minimum (the total distance driven shall be measured by the starting and finishing readings on the odometer in the vehicle, or wheel metre).
 - B. Charges for fuel, insurance waivers, repositioning, cleaning and any other charges
 - C. Any late return charges that may be applicable
 - D. All stamp duties payable in respect of the rental period
 - E. All other government taxes including GST
 - F. A sum equal to the value of any tools or accessories lost or stolen during the rental period
 - G. The agreed sum payable in respect of each and every damage excess as specified
 - H. Any fines for traffic or parking offences incurred during the rental period
 - I. Any expenses incurred by the owner in repossessing the vehicle or trailing equipment

Responsibilities of the Rental

1. The Renter shall take good care of the vehicle and/or training equipment at all times and maintain the correct coolant, oil and other fluid levels for all components and keep tyres correctly inflated
2. The renter must not let any person that is not authorised by this agreement drive the vehicle
3. The vehicle must not be used by the renter for any illegal purpose, or to race, or for any other purpose that may damage the vehicle, or to carry or tow any load in excess of what the vehicle was designed to carry
4. The vehicle must not be driven or used by the renter in contravention of any of the provisions of the road traffic act of the state or territory in which it is driven
5. The vehicle must not be driven by the renter while they are under the influence of alcohol or drugs
6. The renter will not, without the written consent of the owner, make any admission of liability of compensation in the event of any property or third party damage as the result of an accident
7. The vehicle will not be used for the transportation of restricted articles of property unless the renter, at their own cost, obtains all necessary permits and licences
8. The vehicle will not be used by the renter to haul any goods unless specified on the rental agreement or to convey any load that is improperly loaded or secured
9. The vehicle will not be abused or misused by the renter in any way or be driven or used when it is in damaged or unsafe conditions
10. The vehicle will not, without the prior written consent of owner, be used by the renter for the carriage of inflammable liquids, gases or solids or any goods, material or substances of an explosive or corrosive nature.

11. The renter will report in writing to the owner within 24 hours after any theft or breakdown of the vehicle or the occurrence of any accident or incident which might give rise to any claim against the owner or the renter by a third party for injuries or damage to property arising out to the use or possession of the vehicle by the renter
12. The renter will enable the owner to inspect the vehicle for the purpose of ascertaining its condition and state of repair
13. The renter acknowledges that the vehicle (which expression shall include all tyres, tools, accessories and equipment) is the property of the owner and that it has been received by the renter in good order and condition and the renter covenants with the owner that at the end of the rental period the vehicle will be in the same condition as at the beginning of the hire, except for fair wear and tear (as determined by the owner) and any accident damage that may be the subject of other conditions of this agreement and that the renter will indemnify the owner for all losses and expenses in respect of any damage to the vehicle
14. The renter covenants with the owner that the renter will comply with all state and federal statutes relating to the operation of motor vehicle and, without limiting the generality thereof, will pay all taxes, toll, levies, charges, duties, fines and penalties imposed on the vehicle or arising from the use of the vehicle by the renter during the rental period and will apply for and obtain all necessary permits and licences, lodged returns, execute such documents and do all the acts and things and pay all such monies that may result from a particular use of the vehicle and will indemnify the owner in respect of any incurred for any type of breach

Damage to the vehicle

The renter agrees that;

1. The renter shall be liable to the owner for all full amount of any damage to the vehicle (however it may have been caused) which occurs on or after any breach by the renter of any term, condition, warranty or undertaking contained in this agreement
2. The renter acknowledges and agrees that the value of any damage to the vehicle shall be assessed by the owner. The owner inspects the vehicle at the beginning and end to each hire of the vehicle and any new damage that appears on that report shall be conclusive evidence that the damage was done by the most recent renter and therefore that renter shall be held liable for the cost of repairing those damages (it is recommended that the renter inspects the vehicle prior to departure).
3. The renter shall be liable to pay the owner on demand for the value of any damage or loss assessed as having been caused by the renter. The term loss is not restricted to damage to the vehicle or other property but may include the loss of rental income while is unavailable for hire
4. The amount payable by the renter for damages may be limited to the amount of any excess applicable to any insurance claim in connection to this rental agreement not withstanding that clause 5 below will still apply in the event of off-road use, as will all other relevant terms and conditions
5. The renter uses the vehicle in any area where unmade or unsealed roads are common then the renter shall be liable for an indemnifies the owner against:
 - a) The cost of rectifying all tyre damage not attributed to normal wear and tear
 - b) The cost of rectifying all under carriage damage
 - c) The cost of repairing all body damage unless such damage can be proved to relate to a specific accident on a public road
 - d) The cost of returning the vehicle to the originating branch should the vehicle for any reason break down, be abandoned or need towing
 - e) The cost of rectification of damage to suspension, differential, gearbox, transfer case, axles, wheels, engine or other damage caused by abnormal use, misuse or abuse of the vehicle
 - f) The cost of replacing spare wheels and any other tools, equipment or accessories

Repossession

The owner may determine this agreement and without notice repossess the vehicle whereupon all monies previously paid by the renter shall be forfeited to the owner but without prejudice to any claims to rights of the owner in any of the following events;

1. The renter is found to be in breach of any term, condition or warranty contained in this agreement or has made any misrepresentations to the owner
2. The owner considers on reasonable grounds that the conduct of the renter is likely to affect prejudicially the interest of the owner or the condition of the vehicle
3. The renter is in arrears of rent or other monies due to the owner

No Claim Against the Owner

1. The renter will not at any time make any claim against the owner for any loss or damage or delays through breakdown, mechanical difficulty, fire or accident or by reason of the vehicle being found to be unfit for the purpose of the renter or with respect to any loss or damage to any property stolen from the vehicle or damaged or otherwise during the rental period or left in the vehicle after the return of the vehicle to the owner and the renter hereby agrees to indemnify the owner in respect of all claims, damages and actions brought against the owner in respect thereof
2. The fact that all of the owner's vehicles are comprehensively insured against theft, fire and accidental damage in no way diminishes the responsibility of the renter to pay for any damage causes (or the agreed excess, subject to the terms and conditions)
3. The renter is not and shall not be deemed to be the agent of the owner for any purpose whatsoever and for all purposes shall be in no better position than a person driving the vehicle with the consent of the owner
4. Where the renter prefers to arrange their own insurance cover, no liability will be accepted by the owner for assessment and repairs will be carried out by the owner at the renter's expense in the event of damage the vehicle will be returned to the owner for assessment. Repairs will be carried out by the owner at the renters expense

No Claim Against the Owner

Except for any warranties implied in this agreement by the Trade Practices Act 1974, all conditions and warranties (statutory or otherwise) whether of fitness for purpose, quality or description are negated and excluded. To the extent permitted by Law, any warranties as to the condition of the vehicle are expressly excluded by the owner and the owner hereby limits their liability for breach of any condition or warranty implied by Law to the replacement, repairs or re supply and the owner shall not be liable for any indirect or consequential loss or damage.