

Truck Rental Agreement

Company name:		ABN		
Address:				
Phone:				
Vehicle Reg No		Area of use:	klm radius from rental location	
Make:		Date out:	Time: am	
Model:		Due in :	Time: am	
Year:		Actual time in:	am	
Colour:		Extra Hours:		
Rental location:		Km Out:		
Return location:		Km in:		
Damage/Loss liability	\$	Total km:		
Credit card:		Less Allowance:		
Expiry date:		Extra Klms :		
(card holders authorisation)		The Hirer is responsible for all overhead, undercarriage And Pantech Damage. Also any damage received while being driven by any unlicensed, unauthorised or illegal Driver. All loss or damage must be reported to the company and police within 24 hours X.....		
Authorisation No				
Hirer Full Name:		Deposit	Charges	Extension
Address:			Daily	
			x\$	
DOB:			Weekly	
Licence No			x\$	
Expires:			Monthly	
State:			x\$	
Local Address:			Extra hours	
			x\$	
Phone:			Fuel	
			x\$	
Joint Hirer Full name:		Relocation fee		
		x\$		
Address:		Liability Waiver		
		x\$		
DOB:		W/Scrn Waiver		
Licence No		x\$		
Expires:		Deposit Refund		
State:		GST		
		Total		
Special conditions: _____ (signed by company officer)				

TRUCK RENTAL AGREEMENT TERMS AND CONDITIONS

This is an agreement between the prospective hirer on page 1 (you) and the company identified on page 1 (the company) to rent the motor vehicle described on Page 1 including all accessories, tools, tyres, and equipment and any replacement vehicle (the vehicle)

1. VEHICLE CONDITION AND RETURN

The vehicle is delivered to you in good operating order and with the seal on the odometer unbroken. You agree to return the vehicle in the same condition (except for ordinary wear and tear NOT INCLUDING WINDSCREEN AND TYRE DAMAGE) together with all tools, accessories, tyres and equipment to the location specified on page 1 and on the date specified (or sooner if demanded by the company). The company may take possession of the vehicle without prior demand and at your expense, if it is illegally parked, used in violation of the law or this agreement or if it is apparently abandoned. If the seal on the odometer is broken the person responsible will be reported to the appropriate authority and you are responsible for extra charges based on 500 kilometers per day at 50c per kilometer.

Note: The company must be notified and agree to any extension of the period of the hire beyond that stated on page 1 of this agreement in advance of the return date and time or the vehicle will immediately be reported as stolen.

2. UNAUTHORISED AND PROHIBITED USE

Persons who must not drive the vehicle

- (a) A person who is not identified on page 1 or has not been identified in writing to the Company or approved by the Company in writing.
- (b) A person who is not licenced for that class of vehicle.
- (c) A person whose blood alcohol concentration exceeds the legal limit.
- (d) A person who has given or for whom you have given a false name, age, address or drivers licence.
- (e) A person whose licence has been cancelled, endorsed or suspended within the last three years.
- (f) A Person who has held a drivers licence for less than 2 years

Circumstances in which and/or for which the vehicle must not be used

- (g) Outside the area of use limitation specified on page 1.
- (h) On unsealed roads or off road conditions unless authorised by the Company in writing or on the face of this agreement.
- (i) To carry persons for hire or to carry any inflammable, explosive or corrosive materials unless authorised in writing by the company.
- (j) To propel or tow any vehicle, trailer, boat or other object unless the company has authorised such use in writing
- (k) To carry any greater load and/or persons than is lawful or use in a manner or for a purpose other than for which it was designed.
- (l) To carry any animal or pet unless authorised in writing by the company.
- (m) Any motor sport event, including time trials, hill climbing, reliability trials, speed trials, racing or in preparation for those purposes.
- (n) In a dangerous manner.
- (o) In contravention of any legislation or regulation controlling vehicular traffic or for any illegal purpose

3. FINANCE OBLIGATIONS

Special note: Joint hirers and all drivers are jointly and severally responsible under this agreement.

YOU ARE RESPONSIBLE FOR AND BY ENTERING INTO THIS AGREEMENT YOU AUTHORISE THE COMPANY TO DEBIT YOUR CREDIT CARD (and you will pay on demand any balance) WITH THE FOLLOWING CHARGES:

- (a) All rental charges specified on page 1.
- (b) All charges claimed from the company in respect of any parking 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), Third Party Damages, legal expenses, assessment fees towing and recovery, storage and company service charges where
 - (i) any condition of this agreement and in particular Condition 2. Or any special condition on page 1 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 shown on page 1;
 - (iii) you have left the vehicle unlocked or the keys in the vehicle;
 - (iv) you have not kept the key secure and under your personal control;
 - (v) the underbody of the vehicle is damaged regardless of cause when no other vehicle is involved;
 - (vi) the vehicle is totally or partially immersed in water regardless of cause;
 - (vii) the interior of the vehicle is damaged regardless of cause when no other vehicle is involved;
 - (viii) the tyres of the vehicle are damaged other than by normal wear;
 - (ix) the vehicle is damaged by driving it under or onto 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 notify the Company of any defect of which you become aware;
 - (xi) the vehicle is damaged by either loading or unloading, other than normal wear;
 - (xii) your failure to secure properly any load or equipment which leads to loss caused by any part of said load or equipment

Special note: 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 of which fails to make payment when due, you will immediately pay full amount due to the Company on demand.

4. DAMAGE COVER

If you act within the terms and conditions of this agreement the Company will grant damage cover (including legal costs incurred with our consent) for your benefit in respect of damages to the vehicle or third party damage other than any property owned by you (or any relative, friend, passenger or associate) or in your physical or legal control. This cover is subject to :

- (a) Your payment (per incident) of the damage loss liability charge stated on page 1.
- (b) Your not having acted or having caused any other person to have acted in a manner which is in contravention of this agreement including the special conditions on page 1
- (c) Your not being covered under any other policy of insurance.
- (d) Your providing such information and assistance as may be requested and, if necessary, authorising the company insurer to bring, defend or settle legal proceedings, but the Company shall have sole conduct of the proceedings.

5. GENERAL PROVISIONS

- (a) You will promptly report any loss or damage to the vehicle or loss involving the vehicle while rented under this agreement to the company location where the vehicle was hired and will deliver to the company immediately, every summons, complaint or paper in relation to such loss. Compliance with this sub paragraph does not excuse the hirer from reporting all incidents to police or other proper authorities.
- (b) You 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 the rental period, whether due to the company's negligence or otherwise.
- (c) Except as provided by law no driver or passenger in the vehicle shall be or deemed to be the agent, servant or employee in any manner for any purpose whatsoever.
- (d) THE COMPANY GIVES NO EXPRESS OR IMPLIED WARRANTY AS TO ANY MATTER WHATSOEVER INCLUDING WITHOUT LIMITATION THE CONDITION OF THE VEHICLE AND EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
- (e) No right of the Company under this agreement may be waived except in writing by an officer of the Company.
- (f) Words used in this agreement to denote any gender shall include all genders, singular words include the plural, and noted on Page 1.
- (g) All loss and damage per incident and each incident leading to loss or damage is subject to the damage liability charge per incident.

6. FUEL

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 a rate which may include a service component unless prior arrangements have been made and noted on page 1.

7. PERSONAL ACCIDENT INSURANCE (where applicable)

Where you accept Personal Accident by accepting the appropriate premium on page 1 with charges to apply as per the rate shown on page 1. Acceptance of those charges is deemed to be proof of coverage and confirmation of your agreement to accept the terms, conditions and benefits of the Personal Accident insurance.

A copy of the policy is available for your inspection

I HAVE READ, UNDERSTOOD AND ACCEPT THESE TERMS AND CONDITIONS AND ANY OTHER SPECIAL CONDITIONS OF THIS AGREEMENT

Hirer Sign: 1.....

Hirer Sign: 2.....

Hirer Sign: 3.....