

## VEHICLE HIRE TERMS & CONDITIONS

### **1. DRIVERS:**

The hirer must agree to the following conditions, or will be in breach of this hire contract:

- a) provide true and accurate information to Able Hire
- b) hold a current and valid Australian licence,
- c) only allow authorised drivers listed on the hire contract to drive the vehicle for the duration of the hire
- d) operate the vehicle safely and in a responsible manner, not under the influence of drugs or alcohol above the legal limit
- e) return the vehicle in a reasonable state of cleanliness (cleaning fees may apply), excluding fair wear and tear
- f) not travel outside of NSW under any circumstances without the approval of an Able Hire representative
- g) agree to pay all toll charges or infringement or penalty notices along with any applicable administration fees.
- h) notify Able Hire within 1 hour of any accident, vehicle faults or engine light on the dash, damage or breakdown that may incur within the duration of the hire. For long term hires, the hirer must agree to and organise suitable times with Able Hire for any periodic servicing and maintenance.
- i) notify Able Hire within 1 hour of any accident, vehicle faults or engine light on the dash, damage or breakdown that may incur within the duration of the hire. For long term hires, the hirer must agree to and organise suitable times with Able Hire for any periodic servicing and maintenance.
- j) return the vehicle with the same amount of fuel as the beginning of the hire, or agree to pay additional fuel charges
- k) not attempt any repairs or modifications of the vehicle
- l) not smoke, or allow any other person to smoke within the vehicle under any circumstances. Cleaning fees will apply.
- m) not allow any animals within the vehicle during the duration of the hire unless clearly approved with an Able Hire representative. Cleaning fees will apply.
- n) not use the vehicle for any illegal purposes or enter any illegal areas
- o) not use the vehicle for pulling or towing unless approved by an Able Hire representative
- p) not carry any explosive, toxic or dangerous substances unless written approval has been granted by an Able Hire representative
- q) agree to pay fees and charges as outlined in the hire contract, subject to change depending on the duration and circumstances of the hire. Able Hire must be notified of any intent to extend the initial hire period as soon as possible. Failure to notify us of any hire extension may result in additional fees for lost hires,
- r) agree to Able Hire's use of equipment data during the hire period, including but not limited to; equipment hours log, kms and GPS tracking. Removal of any GPS tracking device or tampering with equipment data devices is an immediate breach of the hire contract and replacement or repair fees will be payable.
- s) To the full extent permitted by law the hirer releases, discharges and indemnifies the owner from all claims and demands on the owner arising out of or consequent on the use or misuse of the equipment during the hire period.

### **2. HIRE CHARGES AND PAYMENTS:**

- a) Hire fees beyond the 4 hour rate are calculated on a daily basis, with one hour of grace provided. Past 25 hours of hire, an additional day hire is payable. Beyond the stated weekly rate, the hire will prorate. Any extension of the agreed hire period must be requested by the hirer as soon as possible for approval by a representative of Able Hire.
- b) Any equipment hire longer than 5 days may be subject to monthly billing. The customer agrees to monthly invoicing and payment of the hire by credit card provided at the beginning of the hire. Multiple declined payments or failure to get in contact with the hirer may result in equipment being repossessed and the hire terminated.
- c) Any outstanding amounts due to Able Hire may incur admin fees or additional charges for any efforts or external parties employed to recover the debt.
- d) at the beginning of your hire a credit card must be provided with sufficient funds for the intended hire. If the hire amount exceeds the cards available funds, another form of payment must be provided. Cash or debit card deposits are not accepted for vehicle hires unless approved by an Able Hire representative at the time of booking. All hire charges incurred under this rental contract are payable by the credit card supplied and is inclusive of any

additional fees, charges, excesses and damages as outlined in these terms and conditions.

### **3. ACCIDENTS:**

- a) The hirer must notify the police if advised by Able Hire to do so, or in any of the following events:
  - i) a person is injured,
  - ii) the other party has failed to stop or exchange details
  - iii) the vehicle or any other vehicle is towed
  - iv) any driver involved appears to be under the influence of drugs and/or alcohol
  - v) the accident or incident is required to be notified under applicable legislation
  - vi) theft of the vehicle is discovered
- b) in the event of any accident or incident, the hirer is required to take photos, collect information from any other drivers or witnesses (including name, phone number, mailing address, driver's licence number, vehicle registrations and insurance details). Do not admit any fault at the time of incident.

### **4. EXCESS PAYMENTS:**

- a) The hirer is liable, and not protected under any form of excess payment for any damage that occurs when a breach of this hire contract has occurred. Breaches are outlined in section 1 and 3 of these terms and conditions.
- b) i. The applicable excess payment will be due at the end of the hire where an incident has occurred and the hirer has been reasonably deemed to be at fault by Able Hire, subject to the excess payment exemptions outlined in these terms.
  - ii. where the customer has paid the additional amount at the beginning of their hire to reduce their excess payment, the reduced excess may only apply in the following circumstances:
- c) The hirer is liable, and not protected under any form of excess payment for any damage to the vehicle or third party property categorised as overhead, underbody or tailgate loader. Overhead damage refers to damage at or above the top of the windscreen of the vehicle or damage to the box section of the pantech or to the tail lift, as a result of coming into contact with anything overhanging or obstructing its path. This is inclusive of any damage incurred due to persons sitting on the roof of the vehicle. Underbody damage refers to any damage to the vehicle including the drive train, chassis, steering, suspension, brakes, exhaust, cooling system, floor pan and fuel systems that is caused by or directly results from contact between the underside of the vehicle and any part of the road way or any object/obstruction including kerbs, gutters, speed or road humps, barriers or wheel stops; and includes the area from the door seal, top of the front and rear bumper and below, whether or not any other parts of the vehicle are damaged at the same time.
- d) In the event of multiple accidents or incidents, separate excesses are payable per accident.
- e) Drivers under 25 years of age who opt to pay the optional excess reduction are still subject to age excesses in addition to the reduced excess amount.
- f) Excess payments do not cover the cost to recover or collect the vehicle including but not limited to any towing fees, storage charges or associated administration fees. The hirer will be liable for any such fees that are incurred due to an accident during their hire.
- g) The hirer is liable to pay all costs associated with refueling the vehicle with the incorrect fuel type or contaminated fuel, with no limited excess payment applicable in this instance.
- h) Any hail or windscreen damage is payable and not covered by an excess payment.
- i) The hirer will not be liable in the event of an accident where by fault has been determined by another party, provided the hirer has obtained all information outlined in section 3 and has not breached the hire contract in any way.

Able Hire may supply your details to any regulatory authority issuing a fine or infringement notice incurred during the hire period. Where Able Hire has paid for an infringement or penalty on behalf of the hire, we will on-charge the hirer. In both of these occasions administration fees will also be charged.

Hirer Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_