



# AJK HIRE

## TERMS AND CONDITIONS OF AGREEMENT

Last updated: 01.07.2024

### 1 INTERPRETATION

**1.1 GENDER** - words importing the singular include the plural and vice versa, and importing a gender include other genders.

**1.2 JOINT AND SEVERAL** - If there is more than one Renter, any liability imposed on the Renter by this Agreement shall bind them jointly and each of them severally.

**1.3 SEVERANCE** - Where any provision of this Agreement is rendered void or unenforceable by operation of the law, such unenforceability will not affect the enforceability of the remaining provisions.

**1.4** The 'VEHICLE' means the Vehicle &/or trailer supplied to Renter by the Owner pursuant to this and any follow on Agreement whether it be the Vehicle named in this Agreement or a substitute, together with all accessories thereto - the term 'car' excludes 4WD's.

**1.5** The 'OWNER' means AJK Hire PTY LTD ABN 13 675 301 274 trading as 'AJK Hire', and its licensees & agents.

**1.6** The 'RENTER' means the persons, natural or corporate, listed on the face hereof to be the Renter or Joint Renter, and includes any person who signs on the face hereof as or on behalf of the Renter or Joint Renter, and notwithstanding that the person who signs is merely the servant or agent of the Renter or Joint Renter.

**1.7** 'WRITTEN NOTICE' includes notice sent via text message/SMS, email or letter.

**1.8** 'DAILY RATE' means the daily rental rate payable by the Renter to the Owner for rent of the Vehicle and shown on the face of this Agreement.

**1.9** 'SEALED ROADS' means a road with a hard, smooth surface of tarmac, concrete, etc except in the case of unsealed detours to accommodate roadworks to gazetted sealed roads provided by government bodies and/or their contractors.

**1.10** 'AUTHORISED AREA OF USE' means the 'local use' of the Vehicle within a 200km radius of the depot from which the Vehicle was supplied unless noted otherwise to the face of the Agreement.

**1.11** 'UNLIMITED KILOMETRE' travel where offered shall:

(a) only apply where use of the Vehicle is within the Authorised Area of Use use outside this area will result in 'limited kilometre' allowances and rates being applied, at book rate;

(b) be capped at a maximum of 39,000 kms per annum (pro-rata), aggregated over the full term of the rental;

(c) incur an 'extra kilometre' fee to travel exceeding the cap, at book rate less a 50% discount (to recover the additional cost of servicing, maintenance and tyres);

**1.12 "FAIR WEAR AND TEAR"** means the gradual reduction in the operating performance of a part or parts of the Vehicle arising from its normal use on sealed roads, and does not include accelerated wear and tear and/or accelerated corrosion and/or damage and/or breakage or failure arising from but not limited to:

(a) the Vehicles' use off sealed roads and/or use in contaminated conditions that cause and/or accelerate corrosion, deterioration or damage;

(b) misuse and abuse, improper servicing and/or maintenance not in accordance with the Vehicle Manufacturers' requirements, ingress of water or any other fluid, exposure to airborne pollution, paint overspray, salt air or spray, and chemical attack; and

(c) Impact and/or infliction.

### **1.13 LOSS AND DAMAGE**

(a) 'Loss' and/or 'damage' will, without limiting the generality thereof include:

(i) loss and/or damage caused to the Vehicle (including its tools accessories and equipment);

(ii) any loss and/or damage caused to the property of any other person and/or injury to any person;

(iii) all costs and expenses of any claims, actions, suits or proceedings arising as a result of loss or damage set out in (i) or (ii) above and all consequential loss to the Owner including loss of rental income.

(b) 'Overhead damage' includes all loss and/or damage caused to or by the Vehicle arising out of the Vehicle colliding with any overhanging or overhead object at or above roof level of the drivers cabin and is not caused as a result of a Claimable Vehicle Accident, or if damage is caused by persons or by placing objects on the roof of the Vehicle;

(c) 'Underbody damage' includes all loss &/or damage caused to the Vehicle at or below floor level arising as a result of surface conditions and not caused as the result of a claimable vehicle accident, including but not limited to panelwork, bumpers, mudguards, wheels, suspension, driveline, fuel tank, spare tyre carrier, exhaust system or chassis;

(d) 'Water damage' includes all loss &/or damage to the Vehicle caused by partial or total immersion whilst travelling through water or any other fluid;

(e) 'Single Vehicle accident' includes all loss &/or damage caused to or by the Vehicle as a result of an impact with any or all objects whether animate or inanimate and not caused solely as a consequence of 'Overhead Damage' or 'Underbody Damage' or 'Water Damage' except another Vehicle which can be fully identified and all details provided;

(f) 'Multi Vehicle accident' includes all loss and/or damage caused to or by the Vehicle as a result of an impact between two or more vehicles which can be fully identified and all details provided;

(g) 'Claimable Vehicle accident' is a 'Single Vehicle accident' or 'Multi Vehicle accident'.

## 2. THE RENTER AND DRIVING THE VEHICLE

### 2.1 THE RENTER:

(a) The Renter warrants that the particulars on the face hereof are true & correct:

(b) Any person signing this Agreement on behalf of a company, incorporated association, government department or any other person, warrants that that person is the agent of that entity, and is authorised to enter into this Agreement;

(c) Where the Renter has not personally attended the Owners' place of business but directs the Renter's representative or an authorised driver to collect the Vehicle, the Renter must complete and provide to the Owner, a Credit Card/Collecting Driver Authorisation Form at least twenty-four (24) hours prior to the commencement of rental and the Renter agrees to be bound by the terms of the Credit Card/Collecting Driver Authorisation in addition to these Terms and Conditions;

(d)

(i) Subject to clause 2.1

(ii), the Renter must not permit any other person to drive the Vehicle

(ii) If the Renter is a company, incorporated association or government department then the Renter must ensure that only drivers authorised by the Renter drive the Vehicle;

(e) Any person who drives the Vehicle must:

(i) be at least twenty-one (21) years of age;

(ii) if renting a 2WD car have held a current Provisional drivers' licence for at least 12 months or hold a current open drivers' licence, with licences to be valid in the place of hire and for the class of vehicle hired; and

(iii) for all other Vehicle types hold a current open driver's licence valid in the place of hire and for the class of Vehicle hired.

### 2.2 DRIVING THE VEHICLE

The Renter must;

(a) not use the Vehicle for any purpose or in any manner whereby the Owner's insurer will not indemnify the Owner under any policy of insurance for damage to the Vehicle;

(b) not tow a Vehicle unless the Vehicle is equipped by the Owner with a tow bar;

(c) not make any unsafe or impractical water crossing;

(d) not use the vehicle on a tidal beach, in a mine &/or quarry pit or underground without written authority from the Owner and such approval is noted to the face of the Rental Agreement Part A, under SPECIAL CONDITIONS;

(e) not damage the Vehicle or use it when it is damaged or unsafe;

(f) comply at all times with all statutes, rules and regulations relating to the driving and/or the towing of Vehicles;

(g) not interfere with the odometer. If in the opinion of the Owner the odometer has been damaged, disconnected or interfered with the Renter shall pay extra kilometre charges determined by the Owner as being reasonable;

(h) not use the Vehicle outside the Authorised Area of Use indicated on the face hereof. If in the opinion of the Owner the Vehicle has been used outside the Authorised Area of Use the Renter shall pay an increased rental rate determined by the Owner as being commensurate with the usage of the Vehicle.

### **3. RETURNING THE VEHICLE**

**3.1** The Renter must return the Vehicle to the Owner:

- (a) at the place, date and time specified on the face hereof;
- (b) in the same condition (fair wear and tear excepted) as it was when rental began; and
- (c) in a clean and tidy condition.

**3.2** The Vehicle will not be deemed to have been returned until the custody of the Vehicle is accepted by an employee of the Owner;

**3.3** In the event of the Vehicle being rendered inoperable & / or unsafe then:

(a) if the result of a claimable vehicle accident on a gazetted road and the Renter has taken advantage of the Owner's Loss & Damage cover the recovery cost shall be met by the Owner within the limits of the Owners' insurance policy;

(b) if the result of a breakdown and where circumstances fall outside of any emergency breakdown service provided by the Owner via the RACQ or any other provider within 20kms of their nearest depot or agent, the Renter shall arrange at their own expense to return the Vehicle to the Owner forthwith;

(c) the period of rental shall be determined by the Owner upon such return of the Vehicle to the Owner. In no event shall the Owner be responsible for any expenditure &/or loss incurred by Renter arising out of any breakdown or failure to the Vehicle for any reason whatsoever except to the extent it has been caused by the gross negligence of the Owner.

### **4. DETERMINATION OF AGREEMENT**

**4.1** The Owner is entitled to recover the Vehicle at any time & terminate this Agreement;

- (a) If the Renter breaches this Agreement; or
- (b) If the Owner suspects that the Vehicle may have been damaged or may have caused third party damage.

**4.2** In the event the Owner seeks to recover a Vehicle pursuant to clause 4.1 then:

- (a) if the Renter is a corporation with an ABN the Owner will:
  - (i) give written notice to the Renter requiring the return of the Vehicle within a specified time and the Renter must comply fully with such notice; and
  - (ii) if the Vehicle is not returned by that time then clause 4.2(b) will apply unless the place where the Vehicle is located is owned or leased by a third party, in which case the Owner will first seek permission from that owner or occupier before taking steps to recover the Vehicle from that place; and
  - (iii) if the place where the Vehicle is located is a workplace, the Owner will comply with any reasonable and valid site-specific security or health and safety requirements that are notified to the Owner as applying at that place; or

(b) if clause 4.2(a) does not apply, the Owner is entitled to enter any place where the Vehicle is situated or where the Owner suspects the Vehicle may be located and repossess the Vehicle without being liable for doing so and the Renter agrees to indemnify the Owner in respect of any claim, action, suit or demand arising out of such actions.

**4.3** If the Renter fails to return the Vehicle to the Owner within twenty-four (24) hours after the due time and date for its return, the Renter acknowledges that the Vehicle will be deemed stolen and the Owner may advertise that the Vehicle has been stolen and is believed to be in the possession of the Renter. The Renter hereby releases and discharges the Owner from any liability that might arise as a result of any such Ad;

**4.4** Provided that the Renter is not in breach of this Agreement the Renter is entitled to terminate this Agreement if the Owner breaches this Agreement.

## **5. SECURITY AND MAINTENANCE**

**5.1** The Renter must:

(a) remove the ignition keys and secure the Vehicle when not in use. The Vehicle will be deemed not to have been secured if it moves from its parked position whilst an authorised Driver is not in control of the Vehicle;

(b) check daily and top up as required engine oil, battery, radiator and brake fluid levels and tyre pressure, and drain air tanks (where fitted);(c) return of the Vehicle to the Owner or servicing Agent nominated by the Owner to perform any servicing (at the interval specified in the Vehicle's log books &/or Service Sticker), maintenance or repair arising during the rental term;

**5.2** Where servicing of the Vehicle forms part of the Renter's contractual obligation as per a written Quote supplied by the Owner and agreed to by the Renter, the Renter must: arrange to have the Vehicle serviced, in accordance with the log book by a licensed and reputable mechanic; ensure that the Vehicles' servicing log book has been completed.

**5.3** Unless clause 5.2 applies the Owner shall service the Vehicle and the Renter must:

(a) inform the Owner when the Vehicle is due for servicing (so the Owner can arrange same); and

(b) deliver the Vehicle to the Owner's depot or their nominated service agent for servicing when due.

**5.4** The onus is on the Renter to notify the Owner of scheduled servicing and/or arrange for the Vehicle to be serviced in accordance with the vehicle's log book.

**5.5** Without limiting the operation of clause 7, where the Renter fails to comply with the Renter's obligations in relation to servicing and maintenance of the Vehicle under this clause 5, the Renter is liable for:

(a) All loss and damage the Vehicle sustains during the rental period from improper servicing and/or maintenance; and

(b) a penalty of equivalent to 10% of the Vehicles' current market value where a scheduled service is performed well outside the Vehicle manufacturer/s recommendations, thereby jeopardizing the manufacturer's warranty and/or the Vehicles resale value; or

(c) A penalty equivalent to 10% of the Vehicle's current market value where one or more scheduled services have not been entered into the Vehicle's log book by a qualified mechanic during the rental period, thereby jeopardizing the Vehicle's manufacturer's warranty and/or resale value.

**5.6** Freight costs to servicing & / or maintenance supplies or any other supplies forwarded to & / or returned by the Renter are to the Renter's account.

## **6. LOSS AND DAMAGE COVER**

**6.1** If the Renter does not accept the loss and damage cover offered by the Owner, the Renter must produce to the Owner before the rental commences a current Certificate of Currency (COC) confirming that the Renter holds a comprehensive policy of insurance with a reputable insurer insuring the Vehicle until it is returned or recovered, for full market value if the Vehicle is more than 12 months old or for full replacement value if the vehicle is less than 12 months old;

**6.2** In the event of an incident charges for loss of rental income shall apply to the duration the Vehicle is rendered unsafe & / or inoperable whether the direct result of the incident or for downtime for repairs, through to the date and time that:

(a) repairs have been completed to the full satisfaction of the Owner;

(b) settlement is received in full by the Owner where the Vehicle is deemed a 'write off' by the Renter's insurer;

**6.3** Loss of rental income charges shall be calculated thus: (Total days inoperable x average utilisation rate applicable to the class of Vehicle for the month in which the accident occurred) x (a stand down rate representing 70% of the daily rate applicable to the duration of hire and exclusive of 'free km' allowances).

## **7. DAMAGE TO VEHICLE**

**7.1** The Renter is liable for:

(a) the full cost of repairs to the Vehicle or if the Vehicle is damaged beyond economic repair, its full retail market value if the Vehicle is more than 12 months old or its full replacement value if the Vehicle was less than 12 months old;

(b) the loss and damage caused to a third person or property;

(c) the Owner's reasonable administrative, and legal costs on a solicitor and own client basis; and

(d) all loss of income from rental of the Vehicle whilst it is being repaired or replaced.

**7.2** If the Renter returns the Vehicle to the Owner and the Vehicle has sustained or caused damage to a third party person or property the Renter will pay to the Owner the following amounts on a per incident basis:

(a) If the Renter has accepted the loss and damage cover offered by the Owner;

(i) Up to a maximum of the applicable Liability amount shown to the LDC table to the last page,  
or

(ii) If the Vehicle is a prime mover or rigid tipper and is damaged whilst tipping - up to a maximum of \$22,000.00

(iii) if the Vehicle is fitted with a crane - up to a maximum of \$22,000.00 for any damage arising

from the use thereof.

(b) If the Renter has declined loss and damage cover offered by the Owner or the loss and damage cover is deemed void by operation of clause 7.7:

- (i) All costs detailed in clause 7.1; and
- (ii) The penalties set out in clause 5.5 (a) & (b) (if applicable).

**7.3** If the Vehicle is damaged or causes damage to a third party person or property and the Renter believes the Renter is not at fault then subject to clause 7.6 the Owner will waive the Renter's liability pursuant to clause 7.1 where;

- (a) The Renter has accepted the loss and damage cover offered by the Owner; and
- (b) The Renter has provided all details of the incident to the Owner including;
  - (i) the name, residential address, contact phone and licence number of any person involved;
  - (ii) the registration numbers of all vehicles involved;
  - (iii) an accurate description of the incident and location;
  - (iv) the names of any attending police officers and the stations at which they are based
- (c) the Renter has supplied the Owner with the name of the insurer of any third party.

**7.4** If clause 7.3 applies the Renter must pay to the Owner the LDL at the time of the Vehicle sustaining or causing damage, on a per incident basis, however once the Owner has received a payment from a third party or the insurer of the third party then the Owner will, within a reasonable amount of time, refund to the Renter the LDL paid;

- (a) in full (minus the Administration Fee) if the Owner successfully recovers all the loss from the at fault third party or their insurer; or
- (b) on a pro rata basis if the Owner only recovers a proportion of any amount claimed for Damage;
- (c) any surplus amount where the amount of LDC paid by the Renter exceeds the final cost of loss, damage and recovery.

**7.5** Any refund of your Liability payment in part or in full will be contingent upon the outcome and in making a refund pursuant to clause 7.4 the Owner may take into account all costs incurred in connection with the loss and damage and recovery including administrative costs and legal costs on a solicitor and own client basis. A minimum incident/Accident Administration Fee of \$450.00 per claim applies.

**7.6** If the Renter is required to pay the costs of loss &/or damage pursuant to clause 7.2 (b) then the Renter must pay to the Owner all amounts payable in accordance with clause 7.2 (b), whether or not the repairs have been actually completed at the time of the Owner raising the account.

**7.7** Notwithstanding that the Renter has accepted the loss and damage cover offered by the Owner, that cover shall be void and the Renter shall be liable to compensate the Owner in the following instances:

- (a) if the Renter is in breach of any warranty made to the Owner at the time of entering into this Agreement;
- (b) where damage to the Vehicle or third party person or property is caused by a breach of clause 2.1, 2.2, 3.1 or 5 (b) if the Vehicle is used outside the Authorised Area of Use indicated on the face of this Agreement;
- (c) if the loss or damage occurs outside the period of rental referred to on the face of this

Agreement or any extension thereof, authorised by the Owner;

(d) if any loss or damage has been caused or materially contributed to by Renter's serious criminal act;

(e) if the Vehicle is used for any experiment, test, trial or demonstration;

(f) if the Vehicle is used for or being tested in preparation for any motor sport;

(g) if the Renter or any driver has at any time been refused motor Vehicle insurance or a continuance thereof by any insurer;

(h) for any loss of use or depreciation, mechanical or electrical breakdown or failures or breakages to the Vehicle or damage to tyres by application of brakes or by road punctures or bursts;

(i) if loss or damage occurs caused by lawful seizure or operation of law;

(j) if the Vehicle incurs 'Overhead damage', 'Underbody damage' or 'Water damage' as defined in Clause 1.13 (b), (c) & (d);

(k) if the Vehicle is or includes a car, 7 to 12 seat 'Lo-rider' minibus, delivery van or trailer and is used on an unmade or unsealed road or surface except in the case unsealed detours to accommodate road works to gazetted sealed roads provided by Government bodies &/or their contractors;

(l) for any loss or damage caused by or to a trailer used in connection with the Vehicle, if the trailer is not the property of the Owner;

(m) if the Renter fails to notify the Owner within 24 hours after any incident involving damage to the Vehicle or damage to the property of another person or injury to any person or to comply with any request of the Owner to supply a detailed, written and signed report of any incident;

(n) if the Renter makes a false statement to the Owner in respect of any damage caused to the Vehicle or to the property of another person or injury to any person;

(o) if Renter declines our LDC please refer to Clause 6 of our rental T&C's.

## **8. LIABILITY OF THE OWNER**

**8.1** The Owner gives no warranty except those implied by the Australian Consumer Law or any other law as to the condition of the Vehicle. Where those laws permit the Owner to limit liability for breach of implied condition or warranty, the Owner limits liability to replacement, repair or resupply and in particular the Owner is not liable for loss of profits and any indirect or consequential loss or damage;

**8.2** The Owner is not liable to any person. The Renter indemnifies the Owner for any loss, cost, claim, expense or damage arising directly or indirectly from:

(a) any loss of or damage to any property stolen from the Vehicle or otherwise lost during rental or any property left in the Vehicle after its return to the Owner;

(b) any loss of or damage caused by or to a third party trailer used in conjunction with the Vehicle;

(c) any negligent act or omission of the Renter; and

(d) any breach of this Agreement by any person including by any authorised or unauthorised driver of the vehicle.

**8.3** The Renter warrants that before they commenced using the Vehicle the Renter fully examined same and by such examination or by whatever other means satisfied himself as to the quality and fitness for the purpose for which the Vehicle is required by the Renter. If in any way the Vehicle is defective or unsuitable for Renter it must be returned immediately to the Owner with written details of



such defects or unsuitability and upon such return to the Owner the period of rental be determined. Renter acknowledges that the Renter in no way relies upon the skill or judgement of any representations made by or on behalf of the Owner in respect to the Vehicle or its performance.

## **9. CLAIMS AND PROCEEDINGS**

**9.1** Where use of the Vehicle by Renter results in any claim, accident, damage or loss, the Renter;

(a) will report such incident to the Owner as soon as possible by phone, and supply full details in writing to the Owners satisfaction within 24 hours after the event;

(b) will not, without the written consent of the Owner make or give any offer, promise or payment, settlement waiver, release, indemnity or admission of liability;

(c) must permit the Owner or its Insurer to bring, defend, enforce or settle any legal proceedings against third parties and if arising from the Renter's negligence, at the Renter's cost;

(d) will complete and furnish to the Owner within a reasonable time any statements, information or assistance which the Owner or its Insurer may reasonably require, including attending at Lawyer's offices and at Court to give evidence;

(e) will report such incident to police as is required by law and/or at the direction of the Owner.

**9.2** Renter must at the request and cost of the Owner do and concur in doing and permitting to be done in the name of Renter or any person on whose behalf Renter has entered into the within agreement all things as are necessary or reasonably required by the Owner for the purpose of enforcing any rights, or obtaining relief or indemnity from other parties in respect of any loss or damage to or in connection with the Vehicle.

## **10. WINDSCREEN, HEADLIGHT & PUNCTURE REPAIR COVER (WHC) (only applies if selected).**

**10.1** You have the option to cover the front windscreen and headlights against stone damage (all vehicle types), and puncture repairs (not damage) to tyres for sealed road use of cars and 7-12 seat minibuses NIL LIABILITY if accepted;

**10.2** Where WHC is purchased the Renter will not be charged for stone damage to the front windscreen, headlights and/or headlight protectors;

**10.3** If the Vehicle is a car or mini-bus (up to 12 seat capacity) the Renter will not be charged for puncture repairs where usage is confined exclusively to sealed roads if the Renter has purchased WHC.

## **11. PPSA Law 'PPSA' means the Personal Securities Act 2009 (Commonwealth) as amended.**

**11.1** The Renter acknowledges that the hire of the Vehicle may constitute a purchase monies security interest (PMSI) within the meaning of the PPSA;

**11.2** Where the hire of the Vehicle gives rise to a PMSI then the Renter consents to the Owner perfecting its interest in the Vehicle by entering a registration on the Personal Property Securities Register (PPSR);

**11.3** If requested by the Owner, the Renter will promptly:

- (a) provide all necessary information for the Owner to register its interest on the PPSR;
- (b) grant access to the Owner to any private property upon which the Vehicle is stored, if the Owner is required to take control of the Vehicle to perfect its security interest;

**11.4** The Renter must not lease, bail or part with possession of the Vehicle nor allow any security interests to be created in respect of the Vehicle during the hire period;

**11.5** If the Renter fails to comply with clause 11.4 and the Owner loses title to or possession of the Vehicle then the Renter agrees to reimburse the Owner for the cost of Vehicle along with any costs incurred by the Owner in attempting to regain possession or control of the Vehicle.

**11.6** As the Grantor of a security interest under the PPSA, the Renter waives the following rights:

- (a) the right to receive a verification statement upon registration of a security interest,
- (b) a notice under section 123 (seizing of collateral), and
- (c) a statement under section 142 of the PPSA (redemption of collateral). The meaning of the terms Grantor, perfect, security interest & control are as stated to the PPSA.

## **12. PAYMENT**

Renters holding a current credit account agree to pay the Owner when due in accordance with the Owners credit terms, and all other Renters agree to pay the Owner on demand, the following:

(a) all charges specified on the face hereof: all distance charges are to be measured by using the Vehicle's odometer.

(b) all monies payable by the Owner or Renter arising out of use of the Vehicle by Renter or imposed on the Owner or on Renter by any Governmental or other competent authority;

(c) all monies for which Renter is liable to the Owner under this Agreement in respect of damage, loss or otherwise;

(d) all monies paid by the Owner to recover the Vehicle and to return it to the Owner's depot;

(e) all legal costs "on a solicitor and own client basis" and/or debt collection agency and/or any other costs incurred by the Owner to recover from the Renter any monies payable by the Renter under this Agreement;

(f) interest at the rate of 10% per annum calculated on a daily basis, on all overdue monies owing under this Agreement interest will only be applied to holders of a current credit account after 45 days overdue, backdated to the due date .

### 13. PAYMENT BY CREDIT/DEBIT CARD AND ELECTRONIC TRANSMISSION

**13.1** Renter acknowledges and agrees that Renter has irrevocably authorised the Owner to complete date and payment details upon the credit/debit card imprint(s) left by the Renter in the Owner's possession;

**13.2** Renter acknowledges and agrees that Renter has irrevocably authorised the Owner to calculate the total of the amount(s) due by the Renter to the Owner under the terms of this Agreement from time to time including all rental and administrative charges, all monies for which the Renter is liable for in respect of damage, loss or otherwise and that the amount(s) calculated by the Owner shall be the amount(s) that the Owner is authorised to charge against the Renter's credit/debit card or to insert in the credit/debit card voucher imprint(s) and to present such credit/debit card voucher(s) upon the Renter's account for payment from time to time;

**13.3** Without any further authority or notification the Owner is irrevocably authorised to charge the Renter's credit/debit card or complete the credit/debit card voucher(s) as the case may be with details of the amount(s) due and the date and to present such credit/debit card voucher(s) upon the Renter's account for payment. The Renter's credit/debit card provider is irrevocably authorised and directed to make payment of the amount claimed by the Owner;

**13.4** The Owner is authorised to debit any credit/debit card costs or charges from time to time to the Renter's account;

**13.5** Pursuant to s11(2) of the Electronic Transactions (Qld) Act 2001, the parties agree to receive the Terms and Conditions and any Credit Card/Collecting driver Authorisation Form by electronic means and provide information by electronic means if requested and the parties agree that any email versions of the signed and scanned documents shall be binding as if the original copies had been signed by the parties.

### IMPORTANT INFORMATION FORMING PART OF THE AGREEMENT

**1. Interpretation:** 'We', 'us' and 'our' refers to AJK Hire PTY LTD trading as AJK Hire. 'You' and 'your' refers to the Renter. 'T&C's' means our rental Terms & Conditions.

**2. Payment:** For Renters not on account we require payment in advance of the rental commencing, as follows:

(i) a **Bond** of \$5,500.00 for Prime Movers and 1 Weeks Rent for all other vehicle types (per Vehicle), via a pre-authorisation on your Credit card or bank issued Visa and MasterCard Debit cards with a credit facility and displaying a card number and your name. Cash, Travel cards and Eftpos cards are not accepted. A credit card authorisation is not a charge but holds or secures an amount on your credit card (limiting the funds available), allowing us access to the funds in the event additional amounts need to be charged such as damage liability, rental extension or fuel charges. Pre-authorisations are not able to be cancelled by us but are automatically cancelled by your card

provider between 14-28 days if not used by us. The card used has to be in the same name as the main driver picking up the Vehicle who must be present.

(ii) the estimated rental, inclusive of all fees and charges payable by cash, charge and debit cards and Travel Cards.

### **3. DRIVERS (minimum age is 21):**

(i) **Only drivers named** to the face of this Agreement and who comply with Clause 2.0 to our T&C's are **AUTHORISED to drive** the Vehicle;

(ii) an **Additional Driver Fee (ADF) fee (2 or more drivers)** of \$11 per driver per day applies - Renters meeting the provisions of T&C Clause 2.1(d)(ii) are exempt.

(iii) a **Young Driver Fee (YDF)** of \$22/day is applicable to drivers in the 21-24YO age group; Renters meeting the provisions of T&C Clause 2.1(d)(ii) are exempt.

(iv) **Provisional Driver Fee (PDF):** Drivers with a Provisional licence and have held same for a minimum of 12mths are welcome to rent our 4x2 cars (and no other) - a fee of \$22/day or \$330/mth applies - Renters meeting the provisions of T&C Clause 2.1(d)(ii) are exempt.

**4. Rental periods:** Quoted 'half' day rate covers 4Hrs, 'overnight' 4.45pm 7.45am, 'daily' rate 24 Hrs late returns will be charged at 1/5 of daily rate per Hr, in 1/2 Hr increments.

**5. Rental extensions:** If seeking to extend the rental you must advise us IN ADVANCE of the agreed date and time of return otherwise the Vehicle risks being reported stolen if overdue extensions are subject to vehicle availability and prepayment of additional rental.

**6. Authorised area of use:** Unless noted otherwise to the face of this Agreement the Authorised area of Use is 'local' meaning the area within 200km radius of the depot from which the vehicle was supplied. Refer to Clause 7.7

**7. Checks before moving off:** We ask you to check and accept responsibility for all installation/connections BEFORE moving off, including to BABY SEATS and to TRAILER CONNECTIONS. We do not accept responsibility for incorrect fitting / coupling.

**8. Daily checks:** We ask you to check oil and coolant levels regularly. You are responsible for the cost of engine repairs if you continue to

drive where the sump &/or cooling system loses fluid volume &/or flow from overheating, blockage, burst hose/line or impact, or any other

reason, causing further mechanical damage. Be aware that the progressive loss of engine power may indicate overheating, and that

temperature gauges may not work when coolant is lost.

### **9. LOSS / DAMAGE COVER (LDC):**

**9.1 Standard Loss or Damage Liability (LDL):** Our rates include LDC, for damage incurred as the result of a vehicle accident with the standard liability amounts representing the amount payable by you in the event of loss or damage to the Vehicle &/or a third party vehicle &/or property, even if you believe you are not at fault (refer to Clause 9.3 (v) below). Your Liability appears in the table to 9.2 (under 'Std').

**9.2 Risk Reduction Option (RRO):** You have the option of reducing your Liability to your LDC in certain circumstances to the amount shown to the following table (the shaded figures under 'With RRO'), via the payment of an additional fee only applies if accepted:

Your Vehicle Excess Liability LOSS/DAMAGE COVER (LDC)						
Vehicle Type	Accident Class	Driver Age	Sealed Road Use		Off Sealed Road Use	
			Standard Excess	(RRO) With Reduced Excess	Standard Excess	(RRO) With Reduced Excess
Prime Mover	Single Vehicle	21+	\$22,000	\$22,000	NIL Cover + Void	NIL Cover + Void
	Multi Vehicle	21-24	\$22,000	\$11,000	NIL Cover + Void	NIL Cover + Void
		25+	\$22,000	\$5,500	NIL Cover + Void	NIL Cover + Void
Curtainsider	Single Vehicle	21+	\$8,250	\$8,250	NIL Cover + Void	NIL Cover + Void
	Multi Vehicle	21-24	\$8,250	\$4,125	NIL Cover + Void	NIL Cover + Void
		25+	\$8,250	\$2,200	NIL Cover + Void	NIL Cover + Void
Pantech	Single Vehicle	21+	\$8,250	\$8,250	NIL Cover + Void	NIL Cover + Void
	Multi Vehicle	21-24	\$8,250	\$4,125	NIL Cover + Void	NIL Cover + Void
		25+	\$8,250	\$2,200	NIL Cover + Void	NIL Cover + Void
Trailer	Single Vehicle	21+	\$8,250	\$8,250	NIL Cover + Void	NIL Cover + Void
	Multi Vehicle	21-24	\$8,250	\$4,125	NIL Cover + Void	NIL Cover + Void
		25+	\$8,250	\$2,200	NIL Cover + Void	NIL Cover + Void

Over Hieigh Damage NOT COVERED by and type of insurance

### 9.3 LDC conditions:

(i) The non-waivable liability amounts quoted above and to Clause 7.2 of the rental T&C's applies to all loss and damage howsoever caused, on a per incident basis;

(ii) FULL particulars of the other vehicle(s) must be provided otherwise the Single Vehicle accident liability shall apply;

(iii) Off (sealed) road use all vehicles and trailers renders LDC null and void and means that you are responsible for all loss/damage. Use of these Vehicles on unsealed detours to road works to gazetted sealed roads provided by Government bodies and / or their contractors are exempt from this provision however you remain liable for underbody damage;

(iv) If renting a trailer and towing it behind a vehicle supplied by you and the weight of the trailer laden or unladen exceeds the rated towing capacity of the tow vehicle &/or its' towbar &/or exceeds the trailers' Aggregated Trailer Mass (ATM) rating your LDC will be rendered null and void and means that you are responsible for all loss and damage. The trailers' ATM can be found on the VIN plate attached there to;

(v) you must pay the full cost of any Loss &/or damage as defined in Clause 7 of the rental T&C's in the following circumstances:

(a) if the Vehicle suffers 'underbody' damage, 'overhead' damage, damage arising from off (sealed) road use, and damage by immersion in water or any other fluid,

(b) if you are in breach of clauses 2.1, 2.2, 3.1 or 5 of our rental T&C's,

(c) if you decline our LDC please refer to Clause 6 of our rental T&C's;

(vi) If you are involved in an accident and believe you are not at fault we will endeavour to recover all costs from the other party any refund of your Liability payment in part or in full will be contingent upon the outcome. A minimum Incident/Accident Administration Fee of \$450.00 per claim applies which takes into account the time it takes our administration staff and office to compile all information necessary to submit a claim with our insurer and then follow that claim through to completion.

**10. Windscreen & headlight cover (WHC):** You have the option to cover the front windscreen and

headlights against stone damage (all vehicle types), and puncture repairs (not damage) to tyres for sealed road use of 4x2 cars and 7-12 seat minibuses NIL LIABILITY if accepted;

**11. Insuring your property:** LDC covers our Vehicle only - You are responsible for providing insurance cover over your property &/or goods being carried.

**12. Vehicle breakdowns / break-ins: Personal losses &/or expenditure incurred as a result of break-in are your responsibility. Loss of profits, time lost, replacement vehicle costs & liquidated damages are not recoverable from us in the event of vehicle breakdown.**

**13. Rental Agreement finalisations** (and refunds) are subject to a minimum 24 HRS CHECK-IN and INSPECTION PERIOD (weekdays, excluding public holidays).

**14. Fuel:** Topping up of fuel &/or AdBlue upon return is to your account, at cost + \$2.20/Litre and a \$22 service fee. If topping up before return please do so at the nearest service station to our premises, and ensure that you fill to the brim to avoid a topping up charge.

**15. Tyre damage** (pro-rata) &/or puncture repairs not covered by WHO (if taken advantage of) are to your account. A minimum fee of \$50/tyre applies for small vehicles and \$250/tyre for Heavy Vehicles

**16. Cleaning charges:** Depending on vehicle type and size, a cleaning charge of between \$50-\$350 will be applied to vehicles returned unduly dirty or soiled.

**17. Authorising of repairs to our Vehicle:** We will only reimburse cost of repairs AUTHORISED by us (receipts are required).

**18. Fines & violations:** You are responsible for parking fines and traffic violations - a \$35 service fee/ fine applies.

**19. Tolls:** Toll charges are your responsibility and will be passed onto you. A service fee of \$2.00 will apply.

**20. PPSA:** Business/company rentals for 90 days+ will be entered onto the PPSA register (and removed after return) a \$35 service fee per transaction applies.

**21. Roadside assistance:** Included up to a limit of 20kms from the nearest RACQ service agent however service fees for callouts beyond 20 kms, towing of vehicles above 4.5 tonnes GVM, lockouts, tows if bogged or stuck, fitting of spare wheels, empty fuel, flattened battery, or if you leave before help arrives are to your account.

**22. Administration fees:**

(i) Our costs associated with vehicle recovery, site inspection requirements, repairs &/or detailing charges and freight attract a 20% administration fee;

(ii) The total of the invoice is subject to a 5% Administration fee.