

TERMS AND CONDITIONS

AN AGREEMENT made between McLAREN's HIRE (hereinafter called "the Owner") and the party whose signature appears as Renter on the front hereof (hereinafter called "the Renter") whereby it is mutually agreed between the parties hereto as follows:

1. The Owner hires to the Renter and the Renter rents from the Owner the motor vehicle which is more particularly described on the trust thereof (herein after called "the vehicle") for the rental period and at the rental set out on the front hereof upon and subject to the terms and conditions hereinafter contained.
2. Any person who signs this agreement on behalf of the Renter warrants that for all purposes of the Agreement he is the duly authorised agent of the Renter and if such person is not the duly authorised agent of the Renter then in consideration of the Owner permitting him to drive the vehicle he shall be deemed to be the Renter and agrees to be bound by all the terms and conditions of this Agreement.
3. The Renter warrants that:
 - a) no person shall drive the Vehicle unless he
 - (i) holds a current motor drivers licence valid in the State or Territory and valid for the class of vehicle hired
 - (ii) has not been refused motor vehicle insurance
 - (iii) has not been convicted of any offence relating to driving a motor vehicle under the influence of liquor or drugs or driving with a blood alcohol content equal to or greater than the percentage constituting an offence at law; and
 - (iv) is over the age of 25 years and has held a drivers licence of the required class or a minimum period of 12 months.
 - b) all particulars shown on the face hereof relating to the driver and the Renter are correct and
 - c) the Renter acknowledges that it is upon reliance of the truth of the above representations and those on the front hereof that the Owner enters into this Agreement.
4. The Renter undertakes as follows:
 - a) The rental day is calculated from booking time on day of commencement of rental and ceases at the same time on the following day. Minimum rental 24 hours.
 - b) The Renter shall pay the total rent for the rental period to the Owner and for the purpose of this Agreement the total rent shall be the aggregate of
 - i) Either the charge for the use of the vehicle (whether a time and kilometre rate charge, a flat rate charge, or any other rate of charge) calculated by the Owner in accordance with the relevant writings and figures set forth on the front hereof under "PAYMENT OF FEES" OR the charge for the use of the vehicle as calculated by the Owner at a rate set forth in respect of the vehicle in the Owner's rates brochure then current at the commencement of the rental period and being the rate accepted by the Renter as the appropriate rate payable by the Renter or inclusion under "PAYMENT OF FEES" on the trust hereof.
 - ii) charges for petrol, personal accident insurance, repositioning and any other charges specified on the front hereof
 - iii) Fuel service charges are additional.
 - iv) Late return charges will be calculated at one fifth of the daily rental rate for each hour OR PART thereof TO A MAXIMUM of five hours whereas the normal daily rate will apply.
 - v) all stamp duties and other taxes payable in respect of the rental period
 - vi) a sum equal to the value of any tyres, tools, accessories and equipment lost or stolen during the rental period
 - vii) the agreed sum payable in respect of each and every claim or the agreed rate of insurance excess cover specified on the front hereof
 - viii) any fines for traffic or parking offences rising from the use of the vehicle imposed on any person or company during the rental period and
 - viii) any expenses incurred by the Owner in repossessing the vehicle.
 - c) the Renter shall take reasonable care of the vehicle and keep sufficient water in radiator, oil in the engine sump gearbox or transmission, transfer case and differentials at all times and keep the tyres correctly inflated.
 - d) the vehicle will not be driven by any person other than the Renter provided that illegal use or theft by a third party without the connivance or consent of the Renter shall not be a breach of this undertaking.
 - e) the vehicle will not be used by the Renter for any illegal purpose in any race, speed test or contest or in preparation therefore or without the prior consent of the Owner to propel or tow any vehicle or trailer or to convey any load in excess of that for which the Vehicle was constructed.
 - f) the vehicle will not be driven or used by the Renter in contravention of any of the provisions of any road traffic act of the State or Territory in which the Vehicle is being used.
 - g) the vehicle will not be driven by the Renter under the influence of intoxicating liquor or drugs.
 - h) the vehicle will not be driven by the Renter when having a blood alcohol content equal to or greater than the percentage constituting an offence at law.
 - i) the Renter will not refuse or fail to undergo a breath or blood analysis in compliance with the directions of a member of the police force or any other authorised person.
 - j) the vehicle will not be driven or used by the Renter for the conveyance of passengers for hire, fare or reward.
 - k) the Renter will complete and furnish to the Owner within a reasonable time such statements, information and assistance as the Owner may reasonably require in respect of any event or accident involving damage to the vehicle or to the property of any person or injury to any person.
 - l) the Renter will not, without the written consent of the Owner, make or give any offer, promise of payment, settlement waiver, release indemnity or admission of liability in respect of any accident, damage to the vehicle or to the property of any third person or injury to any person.
 - m) the vehicle will not be used or driven for the transportation of property unless the Renter at the cost of the Renter first obtains all necessary government approvals, permits or licences.
 - n) the vehicle will not be used by the Renter to haul any goods unless specified on the face hereof or to convey any load which was incorrectly or improperly loaded or secured.
 - o) the vehicle will not be abused or misused by the Renter in any way whatsoever or be driven or used when it is in a damaged or unsafe condition.
 - p) the vehicle will not without the previous consent of the Owner in writing be used by the Renter for the carriage of inflammable liquids, gases or solids having a true flash point of less than 73 degrees Fahrenheit or of any goods materials or substances of an explosive or corrosive nature.
 - q) the Renter will report in writing to the Owner within 24 hours after any breakdown of the vehicle or the occurrence of any accident or incident which might give rise to any claim by any person against the Owner or the Renter for injuries or damage to persons or property arising out of the use or possession of the vehicle by the Renter.
 - r) the Renter will enable the Owner to inspect the vehicle for the purpose of ascertaining the condition and state of repair thereof.
5. 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 running condition and the Renter covenants with the Owner that the vehicle will at the end of the rental period be in a roadworthy and good condition free of any damage or defect of any kind whatsoever (except fair wear and tear

and an damage or defect noted on the front hereof) and that the Renter shall indemnify the Owner for all losses, expenses and costs in respect of any damage to the vehicle.

6. The Renter agrees that:
 - a) the Renter shall be liable to the Owner for the full amount of any damage to the vehicle (howsoever caused) which occurs on or after any breach by the renter of any term condition warranty or undertaking contained in this Agreement.
 - b) the Renter acknowledges and agrees that the amount of any damage to the vehicle shall whenever reasonably possible be assessed by an independent expert engaged for the purpose by the Owner but whenever the services of such an expert are not available within a reasonable time after the return of the vehicle to the Owner such assessments shall be made by any authorised representative of the Owner who shall certify the amount of such assessment and in either case the assessment of damage so made shall be final and binding on the Owner and on the Renter and
 - c) Subject to clause 6(a) the Renters liability will be limited to the collision protection excess shown on the front hereof for each and every claim for accidental damage. NOTWITHSTANDING that clause 7 shall apply in respect to all road use.
- d) the Renter is liable for the full amount for all damage caused by animal or livestock.
7. If the Renter uses the vehicle in any area where unmade or unsealed roads are common then the Renter shall be liable for and indemnities the Owner against:
 - a) the cost of rectifying all tyre damage not attributable to normal wear and tear.
 - b) the cost of rectification of all under carriage damage.
 - c) the cost of repairing all body damage unless such damage can be attributed to a specific accident on a public road.
 - d) the cost of returning the vehicle to the Owner should the vehicle for any cause break down or be damaged or need towing.
 - e) the cost of rectification of damage to suspension, chassis, deferential, gear box, transfer case, axles, wheels or other damage caused by abnormal use, misuse or abuse of the vehicle and
 - f) the cost of replacing spare wheels equipment tools and jack.
8. The Owner may determine this agreement and without notice repossess the vehicle whereupon all moneys previously paid by the Renter shall be forfeited to the Owner but without prejudice to any claims or rights of the Owner in respect of any arrears of rent or any moneys due to the Owner of any break or default by the Renter in any of the following events:
 - a) the Renter is found to be in breach of any term condition or warranty herein or has made any misrepresentation to the Owner or
 - b) 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.
9. The Renter will not at any time make any claims against the Owner for any loss or damage for delays through breakdown mechanical difficulty or accident or by reason or the vehicle being found to be unsuitable for the purposes 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.
10. 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.
11. The Renter covenants with the Owner that the Renter will comply with all State and Federal statutes relating to the operation of motor vehicles and without limiting the generality thereof will pay all taxes, tolls, levies, charges, duties, fines and penalties imposed on the vehicle occurring out of the use of the vehicle by the Renter during the rental period and will apply for and obtain all necessary permits and licenses, lodge returns, execute such documents and do all such acts and things and pay all such monies as are required in connection with the operation of a motor vehicle speed in connection with the transportation of property and will indemnify the Owner in respect of any liability incurred by the Owner in respect thereof.
12.
 - a) The expression "The Renter" shall unless a contrary intention appears mean and include:
 - (i) any person who signs this Agreement whether on his own behalf or on behalf of any other person, company, corporation or government department
 - (ii) the person, company, corporation or government department shown in the box marked "INVOICE TO" on the face hereof.
 - (iii) any person, company, corporation or government department which is or becomes vicariously liable at law to third parties for loss or damage caused by the driver of the vehicle where it is established that the hiring was made by the driver as agent for and on behalf of such person, company, corporation or government department.
 - (iv) in the case of joint hiring the Renters shall be jointly and severally liable in respect of all the provisions of the Agreement.
 - b) the rental period shall be from the date out on the front hereof until the vehicle is returned to the depot where hired.
 - c) the total distance driven shall be measured by the odometer installed in the vehicle.
13. Except for any warranties implied in this Agreement by the Trade Practises Act 1974 all conditions and warranties (statutory or otherwise) whether of fitness for purpose, quality or description are negated and excluded.
14. Indemnity for Legal Costs:
 - a) The Hirer hereby agrees to pay the Owner on demand and indemnify and keep indemnified the Owner from and against any and all reasonable legal costs incurred by the Owner in seeking to remedy any breach by the Hirer of the Terms and Conditions, which reasonable legal costs the Owner may incur in connection with or as a consequence of remedying any such breach or default by the Hirer of the Terms and Conditions contained in this Agreement;
 - b) The intended purpose and effect of this clause is to provide the Owner with proper compensation for the inevitable costs associated with engaging a professional legal adviser for the purpose of recovering damages or debts associated with the Hirer's breach of the Agreement, particularly in light of the shortfall that usually occurs between the "usual costs" awards made by the Courts pursuant to their respective legislative powers and the actual costs incurred in seeking recovery and enforcement of one's legal rights through the legal process;
 - c) For the purpose of this clause, any invoice for legal fees supplied to the Owner by their professional legal adviser shall be taken as *prima facie* evidence of the reasonable legal fees incurred by the Owner in connection with or as consequence of remedying the relevant breach or default by the Hirer of the Terms and Conditions contained in this Agreement.
15. When You make an application to use the Company service, You consent to McLaren's Hire using and disclosing Your personal information consistent with it's Privacy Policy.

I accept and agree to all terms and conditions on this contract.

Hirer's Signature _____