

Rental agreement terms & conditions rms travel cars

ABN 83 343 168 554

All amounts are quoted in Australian dollars

1. Driver's licence and age limits

National plus international driver's licences are required.

Minimum age: 21 years

Maximum age: 74 years

2. Damage cover

2.1 Damage to third party property: **COLLISION DAMAGE WAIVER (CDW)**

If you act within the terms and conditions of this agreement the insurance of rms travel cars will grant cover (including legal costs incurred with their consent) for your benefit in respect of damages to the rented vehicle and to third party property other than any property owned by you (or any friend, relative, associate or passenger) or in your physical or legal control.

Damage-liability per event:

Driver aged from 25 - 69 years A\$1,000

Driver aged from 21 - 24 and 70 - 74 years A\$1,500

Accidents on unsealed roads A\$2,000

For all age groups:

Damage caused by an animal A\$2,000

Accident in Cape York A\$2,500

Fire caused by the hirer A\$3,000

2.2 Option CDWR

With A\$ 200 Damage-liability for driver aged from 25 - 69 years, A\$ 500 for driver aged 21 - 24 and 70 - 74 years. In cases of single car accidents or accidents on dirt roads the excess will double.

Option 2* COMPLETE COVER (CC)

*CC can only be taken by drivers aged between 25 and 69 years, available from 21 rental days.

If you act within the terms and conditions of this agreement, in addition to the cover stated in point 2.1 rms travel cars will grant cover in respect to damages to the rented vehicle plus one (1) tyre damage. This cover is subject to the payment of the additional daily fee stated in the contract.

Damage-liability per rental: (overrules the damage-liability stated in 2.1)

For accidents and damages A\$ 0.-

For accidents on dirt or unsealed roads A\$ 0.-

2.3 Conditions

The cover stated in points 2.1&2.2 is subject to:

- a) Your not having acted or having caused any other person to have acted in any manner which is in contravention of this agreement.
- b) Your not being covered under any policy of insurance.
- c) 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 rms travel cars shall have sole conduct of the proceedings.
- d) Unsealed road use prohibited, 4WD vehicles excepted.
- e) Tyre damages are not covered, only if you have additional Complete Cover insurance.

3. Unauthorized and prohibited use

Persons who must not drive the vehicle:

- a) A person not nominated as driver in the acceptance report or approved by rms travel cars.
- b) A person who is not licensed for that class of vehicle.
- c) A person whose blood alcohol concentration exceeds the lawful percentage
- d) A person who has given or for whom you have given a false name, age, address or driver's licence details.
Circumstances in which and/or for which the vehicle must not be used:
- e) If the vehicle shows obvious malfunctions.
- f) Driving on the beach and in salt-water (e.g. Fraser Island). In the case of non-compliance with this regulation, a charge of A\$1,500 applies for thorough cleaning and rust-proofing measures (diminished value of the vehicle).
- f1) driving on Canning Stock Route.
- g) to carry persons for hire or to carry any inflammable, explosive or corrosive material, except where provided by rms travel cars.
- h) to propel or tow any vehicle, trailer, boat or other objects unless rms travel cars has authorised such use in writing.
- i) to carry any greater load and/or more persons than is lawful or use in a manner or for a purpose other than for which it was designed and constructed.
- j) for racing, pacemaking, reliability trials, speed trials, hill climbing or being tested in preparation for those purposes.
- k) in a dangerous manner
- l) in contravention of any legislation or regulation controlling vehicular traffic or for any illegal purposes.
- m) **No Insurance cover due to single vehicle rollover**

4. Financial obligations

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

You are responsible for and by entering into the contract you authorise rms travel cars to debit your credit card with the following charges:

- a) All rental charges specified in the acceptance report
- b) All charges claimed from rms travel cars in respect of parking or any 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 vehicle (including loss of use), Third Party Damages, legal expenses, assessment fees, towing and recovery, storage and company service charges where:
 - c1) any condition of this agreement has been breached.
 - c2) the underbody of the vehicle is damaged regardless of cause when no other vehicle is involved.
 - c3) the tyres of the vehicle are damaged other than by normal wear.
 - c4) the vehicle is totally or partially immersed in water regardless of cause.
 - c5) you have failed to maintain all fluid levels or failed to immediately rectify or report us any defect of which you become aware.
 - c6) the upper body of the vehicle is damaged by driving it under or into an object lower than the height of the vehicle.
 - c7) you have left the vehicle unlocked or left the keys in the vehicle.
 - c8) you have not kept the key secure and under your personal control.

5. Acceptance, rental period and return of vehicle

The rental period is calculated according to the number of days the vehicle is rented. Partial days are counted as full days. If the vehicle is not handed back on the agreed date, or if the vehicle is not returned to the agreed place, rms travel cars reserves the right to charge the renter any costs resulting from this. If the vehicle is returned before the date specified in the rental contract, the renter is not entitled to a refund.

The vehicle has to be handed back with the interior in a clean condition. If the vehicle has not been cleaned inside or if equipment is handed over in an unclean condition, a cleaning fee of A\$100 to A\$ 200 will be charged. The vehicle must be returned with the amount of fuel equal to that at the time of the rental.

6. General provisions

- a) rms travel cars must be notified immediately of any accident or theft involving the vehicle. In case of accident, no admission of fault must be made - this is also in the interest of the renter. It is a matter for the police to determine the cause of the accident. Theft and any accident involving the vehicle must be reported at once to the nearest police station.
- b) In case of mechanical problems with the vehicle or any malfunction of equipment (e.g. refrigerator, air conditioner etc.) which could reasonably be expected to affect continuation of the trip, rms travel cars is to be advised immediately. Repairs must only be commissioned after prior approval by rms travel cars.
- c) The vehicle and receipts for service work are checked by rms travel cars upon return of the vehicle. Expenses for vehicle service and maintenance (excluding petrol) are reimbursed if the above conditions were adhered to. Any damage, loss and neglected maintenance will be charged to the renter.
- d) If, as a result of mechanical breakdown, the rental vehicle can't be used for a period longer than 24 hours, the hirer is entitled to a refund of the paid daily rental fee for each day the vehicle cannot be used. This indemnity can only be claimed, if the damage has not been caused by the hirer.

7. The renter agrees:

- a) To regularly (once a week) check tyre pressure and battery electrolyte level (including auxiliary battery, if applicable).
- b) To check engine oil level and radiator coolant level regularly (every 1,000 km).
- c) After every 10,-20,000 km driven (depending on vehicle type), to have the vehicle serviced by one of our approved garages.

8. Conditions of payment

20% of the rental price is payable at the time of confirming the reservation or signing the contract; the remainder is payable at the time of collecting the vehicle. We accept MasterCard and VISA cards.

At the time of vehicle acceptance a security deposit amounting to the damage-liability must be lodged (deposit by credit card is possible).

9. Cancellation

Apart from a cancellation handling fee of A\$100, the following cancellation costs, in percent of the total amount, are charged:

- 60 - 30 days prior to commencement of the trip 50%
- 30 - 0 days prior to commencement of the trip 100%

Information provided in this leaflet is subject to change without notice.

Glenelg North, 10th February 2010