

Vehicle Hire Agreement

Terms Effective 1 August 2019

Owner means Jajiv Pty Ltd ACN 136 257 415 trading as JJ's Car Hire
and

The person named as the hirer of the Vehicle on the JJ's Car Hire Rental Agreement.

1. Background

- (a) The Owner is the owner of the Vehicle.
- (b) You wish to hire the Vehicle.
- (c) The Owner has agreed to hire the Vehicle to You, and to permit You to use the Vehicle, on the terms and subject to the conditions set out in this Agreement.

It is agreed as follows.

2. Hire and Return of Vehicle

2.1 Hire

The Owner hires the Vehicle to You for the Rental Period and You accept that hire, on the terms of this Agreement.

2.2 Collection and Return of Vehicle

The Vehicle must be:

- (a) collected at the Start Time from the pick-up location specified in the JJ's Car Hire Rental Agreement;
- (b) returned to the location specified in the JJ's Car Hire Rental Agreement no later than the Return Time (or sooner, if demanded by the Owner or agreed);
- (c) returned in the same condition as it was hired to You (except for ordinary wear and tear, not including windscreen or tyre damage) together with all associated tools, tyres, accessories and equipment.

2.3 Condition of Vehicle

You acknowledge and agree that:

- (a) the Vehicle is delivered to You in good condition and operating order (being mechanically sound);
- (b) the Vehicle is in a clean and tidy condition;
- (c) with the exception of ordinary wear and tear and specific damage noted on the Existing Damage Report, the Vehicle has no damage to it;
- (d) the seal of the odometer is unbroken.

2.4 Ownership of Vehicle

You:

- (a) acknowledge the Vehicle remains at all times the property of the Owner and You only have a right to use it under the terms of this Agreement;
- (b) acknowledge that Your interest in the Vehicle is as a bailee of the Owner only and that You agree not to part with possession, dispose of, encumber or assign any right or interest in the Vehicle and not create any lien on the Vehicle for repairs.
- (c) must not, other than in accordance with this Agreement, attempt to hold Yourself out as having any power to sell, charge, lease, dispose of, encumber, or otherwise deal with the Vehicle;
- (d) must not place, or allow to be placed, on the Vehicle any plates or marks that are inconsistent with the ownership of the Owner;
- (e) must not part with possession of the Vehicle without the written consent of the Owner;
- (f) must not assign, transfer, grant any interest (including a Security Interest) in favour of another person in, this Agreement or the Vehicles, or authorise anyone else to do so, without the written consent of the Owner;
- (g) acknowledge that, except as provided by law, no driver or passengers in the Vehicle shall be or deemed to be the agent, servant or employee of the Owner in any manner for any purpose whatsoever.

3. Driver's Eligibility

You acknowledge, warrant and agree that:

- (a) only You will drive the Vehicle and no other person will operate it or drive it;
- (b) You have not within the 3 years prior to the commencement of the Rental Period:
 - (i) been convicted of an offence relating to driving a Vehicle:
 - (A) under the influence of alcohol or drugs; or
 - (B) with a blood alcohol level over the legal limit.
 - (ii) had your licence cancelled or suspended;
 - (iii) been refused nor had any motor vehicle insurance cancelled.
- (c) You hold a valid current unrestricted motor vehicle licence for the particular class of vehicle hired and have done so for at least 3 years prior to the Start Date.
- (d) All of the information and details provided to the Owner are in all respects true, accurate and correct.

4. Permissible and Impermissible Locations of Use

You must only drive the Vehicle on Sealed Roads, and only within the Authorised Area of Use and no other area or location.

5. Prohibited Use

You are prohibited from using the Vehicle:

- (a) in any location other than within the Authorised Area of Use;
- (b) for any business or commercial purpose (or for a fee), including renting or disposing of the Vehicle to a third-party;
- (c) off-road or otherwise not on Sealed Roads;
- (d) in a dangerous or reckless manner;
- (e) in contravention of the law;
- (f) whilst under the influence of drugs (whether illicit, non-illicit, or prescribed (where those prescribed drugs inhibit driving ability)) or alcohol;
- (g) unless you have a valid and lawful entitlement to drive the type of Vehicle hired;
- (h) to carry any flammable, explosive or corrosive materials;
- (i) to propel or tow any vehicle, trailer, boat or other object;
- (j) to carry any greater load and/or number of persons than is lawful or for which it was designed;
- (k) to carry any animal or pet;
- (l) whilst smoking or whilst another person is smoking inside the Vehicle; or
- (m) to commit, or while committing, any unlawful act or offence.

6. Fuel

- (a) You must only put only suitable fuel in the Vehicle (as specified by the manufacturer).
- (b) The Vehicle must be returned with a full tank of suitable fuel (as specified by the manufacturer).

7. Maintenance, Accidents, Repairs

7.1 Maintenance

- (a) You must do all things, and perform such acts, as may be required or necessary to keep and maintain the Vehicle in its current state and condition (fair wear and tear excepted) and otherwise in good working repair and order, including, without limitation:
 - (i) maintaining all relevant oils, coolant, water and other fluid levels to the manufacturer's recommended level as provided in the Vehicle's operating manual;
 - (ii) inflating tyres according to the manufacturer's recommended level;
 - (iii) keeping the Vehicle locked and retaining the keys under Your control; and
 - (iv) only operating the Vehicle in strict accordance with the manufacturer's operating manual.

- (b) You must not arrange or undertake any repairs or salvage to the Vehicle (whether because of an accident or a breakdown) without the express prior authority of the Owner.
- (c) You must immediately report to the Owner any damage, malfunction or defect in the Vehicle (whether caused by an Accident, or otherwise).

7.2 Accidents

Where the Vehicle is involved in an Accident You must:

- (a) promptly report the incident to the local police;
- (b) promptly report such incident in writing to the Owner and satisfactorily and accurately complete any forms provided to You by the Owner in respect of such accident and otherwise cooperate with the Owner including giving any statement, information or assistance as may be reasonably required;
- (c) not make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability without the prior written consent of the Owner;
- (d) permit the Owner or its insurers at its own cost to bring, defend, enforce or settle any legal proceedings against a third party; and
- (e) forward to the Owner any claims or correspondence from third parties relating to the loss, damage or Vehicle or within 2 Business Days of receipt.

7.3 Repairs

- (a) You will indemnify and keep indemnified the Owner with respect to, and will pay on demand made by the Owner, any and all costs associated with any damage to the Vehicle or any part of the Vehicle caused as a result of, or in connection with, Your use or operation of the Vehicle during the Term.
- (b) You agree, without condition or qualification, that:
 - (i) all minor damage and minor repairs are to be repaired / completed (as the case may be) with the Owner's written approval and at Your expense;
 - (ii) any and all major damage or major repairs are to be repaired / completed (as the case may be) by the Owner's nominated repairer and at Your expense;
 - (iii) any and all parts that are used for any major or minor repairs must be genuine parts, unless the Owner has given its prior written consent to the use of other parts, in which case such other parts must be used.
- (c) If, in the absolute discretion of the Owner, the Vehicle is wholly or substantially destroyed, You must, without condition or qualification and irrespective of the reason for such damage/destruction, within 14 days, pay to the Owner, the full replacement cost of the Vehicle. When such payment is made, the Vehicle, including all components fitted to it when it was wholly or substantially destroyed, becomes Your property.

8. Return of Vehicle

- (a) At the Return Time, You must return the Vehicle to the Owner, at the location specified in the JJ's Car Hire Rental Agreement.
- (b) Upon return of the Vehicle, You and the Owner (or their representatives) will inspect the Vehicle and assess the Vehicle's state of repair.
- (c) On the return of the Vehicle to the Owner, You must (in all respects at Your cost) ensure that:
 - (i) the Vehicle is (without limitation) in the same state, condition and repair:
 - (A) as it was at the Start Time; and
 - (B) as recorded in the Existing Damage Report (in respect of the portions of the Vehicle and parts referred to therein).
- (d) You must only return the Vehicle to the Owner at the Return Time. If you return the Vehicle after business hours You will be deemed to have returned the Vehicle when, and the Daily Rental Charges will continue until, the Owner next opens for business or on the next Business Day, whichever is the sooner.
- (e) If the Vehicle is returned after the Return Time, you will be required to pay an additional daily charge of \$350 (plus GST) for each 24 hour period (or part thereof) until the Vehicle is returned.
- (f) Early return must be agreed and confirmed by the Owner, You are not entitled to a refund of unused hire or any part thereof.

9. Indemnity

9.1 Release

You forever release and discharge the Owner (and its agents and employees) from all Claims:

- (a) arising out of or incidental to the use of the Vehicle;
- (b) to Your personal property, or that of any other person's property left in the Vehicle, or which is received, handled or stored by the Owner at any time before, during or after the Rental Period, whether due to the Owner's negligence or otherwise.

9.2 Damage and Indemnity

- (a) Damage and Third Party Damage arising out of, or in connection with, the use of the Vehicle or theft of the Vehicle are Your responsibility and must be paid in full, without withholding, deduction, set-off or counterclaim, by You;
- (b) You fully indemnify, and hold harmless, the Owner for any Claim, Damage or Third Party Loss relating to:
 - (i) the use of the Vehicle, damage to it or a third parties' property;
 - (ii) any property:
 - (A) stolen from the Vehicle or otherwise lost or damaged during the rental; or
 - (B) left in the Vehicle after its return to the Owner;
 - (C) of a third party caused by the Vehicle or associated with its use (to the extent that the third party makes or seeks to make a claim against the Owner in connection with such loss).

9.3 No warranty

The Owner gives no express warranty in relation to the Vehicle (except those that cannot be excluded by law). Where the Owner is permitted to limit its liability under any statutes for breach of an implied condition or warranty the Owner limits its liability to the full extent permitted by law, to the replacement, repair or resupply of the Vehicle. All other warranties, conditions and other obligations which may be otherwise implied are expressly excluded in their entirety. The Owner is not liable to You or any third party for any indirect, special, incidental or consequential damages relating to this Agreement.

9.4 Australian Consumer Law

Your rights set out in this Agreement are in addition to Your rights as a consumer under relevant legislation, including the Australian Consumer Law. Your rights under the Australian Consumer Law are not excluded, restricted or modified by this Agreement.

10. Liability

You must keep the Owner fully and effectually indemnified and held harmless against any loss, liability, cost or expense (including legal costs on a full indemnity basis) which the Owner incurs, suffers or sustains in connection with:

- (a) the Owner exercising a right under this Agreement;
- (b) the Owner doing anything which You should have done under this Agreement;
- (c) You failing to comply with any provision of this Agreement;
- (d) the payment, omission to make payment or delay in making payment by You of any amount under this Agreement;
- (e) the Owner repossessing any Vehicle;
- (f) the ownership, maintenance, repair, delivery, redelivery, allocation, modification, storage, control, testing, condition, use, manner of use or operation of the Vehicle;
- (g) a person being injured or killed or property being damaged directly or indirectly by the Vehicle or through the use or operation of a Vehicle;
- (h) You breaching any law or regulation in connection with the use or non-use of the Vehicle,

and each indemnity is a continuing obligation, separate and independent from Your other obligations. It continues after this Agreement ends or is terminated. It is not necessary for the Owner to incur expense or to make a payment before it enforces a right of indemnity.

11. Payment of Fees

11.1 Costs

- (a) At the Start Time you must pay the Owner the Estimated Rental Charges.
- (b) At the end of the Return Time you must pay the Owner:
 - (i) all Rental Charges payable under this Hire Agreement;
 - (ii) any Excess Kilometre Fee;
 - (iii) the cost of repair of loss or damage to the Vehicle;
 - (iv) where You breach any of Your other obligations under this Agreement, without limiting any other right the Owner has, such sum as is necessary to compensate the Owner for its loss or damage as determined by the Owner acting reasonably;
 - (v) all fines, penalties and other similar charges incurred that involve the Vehicle during the Rental Period plus the Owner's reasonable administration fee per event;
 - (vi) all applicable goods and services tax (GST), stamp duty and any other government taxes or duties that may apply;
 - (vii) the cost to the Owner of recovering the Vehicle (as necessary); and
 - (viii) any other cost or fee payable to the Owner under any other term of this Agreement.
- (c) If the seal of the odometer is broken, or otherwise tampered with, You will be required to pay an extra charge of \$250 (plus GST) as well as the cost of repairing or replacing the odometer.
- (d) If the Vehicle is returned with less than a full tank of fuel you will be charged at double the market price prevailing on the day the Vehicle is returned for each litre of fuel required to fill the fuel tank.

11.2 Payment

At the Start Time you:

- (a) must provide Your credit card details which will be retained by the Owner;
- (b) agree and acknowledge that any monies payable by You under this agreement will be debited to Your credit card, unless otherwise paid on or before such monies become due and payable; and
- (c) irrevocably and unconditionally authorise the Owner to charge to Your credit card all charges payable by You under this Agreement, howsoever arising and whether they are payable presently, in the future, or contingently, unless they are paid on or before their due date, in accordance with this Agreement.

11.3 Interest and Overdue Charges

- (a) Any amount not paid in full and on time incurs interest at a rate of 10% per annum (calculated daily).
- (b) The Owner's costs of recovering or attempting to recover from You any amount payable pursuant to this Agreement is payable by you on demand, including any mercantile agent's costs, and legal costs on a full indemnity basis. You indemnify the Owner in respect of any such fees and/or charges.

12. Breach of these Terms and Conditions

- (a) The Owner shall have the right to terminate this Agreement and take immediate possession (without prior demand) of the Vehicle at any time if You breach your obligations under this Agreement.
- (b) Breaches of this Agreement will result in You paying for (without limitation, and without in any way limiting any other provision of this Agreement):
 - (i) all costs to restore the Vehicle to its original condition or replacement of the Vehicle; and/or
 - (ii) loss of the revenue to the Owner; and/or
 - (iii) damage to third party property being Your full responsibility; and/or
 - (iv) all costs of towing, storage and recovery of the Vehicle.
- (c) For the avoidance of doubt, in the event of termination of this document:
 - (i) the unpaid balance of any fees payable under clause 11.1 (or otherwise under this Agreement) become immediately due and payable to the Owner.
 - (ii) You must return the Vehicle in accordance with clauses 2 and 8.

- (d) Without limiting clause 12(b), upon termination of this Agreement by the Owner in accordance with this Agreement, You must pay to the Owner all costs and expenses reasonably incurred by the Owner in connection with any such termination, including all costs and expenses reasonably incurred in:
- (i) undertaking any works to the Vehicle;
 - (ii) recovering possession of the Vehicle if You fail to return the Vehicle in accordance with the terms of this Agreement and such costs and expenses are also payable by You to the Owner if You fail to return the Vehicles in accordance with this Agreement.

13. GST

The consideration expressed in this Agreement for any taxable supply made under or in connection with the amounts payable under this Agreement does not include goods and services tax (GST) or any similar tax, stamp duty or any other tax, duty, surcharge, levy or fee ("charges") imposed by State or Federal Government that is to be charged and collected by the Owner and that has application to any supply or use made under or in connection with this Agreement or in relation to the use or the likely use of any roads, facilities or other infrastructure by You during the Rental Period. Any additional amount on account of such charges shall be calculated without any deduction or set-off of any other amount and is payable to the Owner upon demand.

14. Interpretation

14.1 Definitions

In this document:

Accident means any collision between the Vehicle and any object, including but not limited to another vehicle, that causes or results in Damage, Claim, or Third Party Loss.

Agreement means this vehicle hire agreement (and including the Schedules).

Authorised Area of Use means only that portion of the Northern Territory of Australia which is north of Katherine (but inclusive of the Katherine township).

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Business Day means any day which is not a Saturday, Sunday or public holiday in Darwin.

Claim means any cost, expense, loss, damage, claim, action, proceeding or other liability (whether in contract, tort or otherwise), however arising (whether or not presently ascertained, immediate, future or contingent) and includes legal costs on a full indemnity basis.

Daily Rental Charge means daily rental charge specified in the JJ's Car Hire Rental Agreement.

Damage means any:

- (a) Loss or damage to the Vehicle, however caused (except reasonable wear and tear);
- (b) Towing, salvage and recovery fees; or
- (c) Loss of Use.

Estimated Rental Charges means the Rental Period (in days) multiplied by the Daily Rental Rate, as specified in the JJ's Car Hire Rental Agreement.

Excess Kilometre Fee means the fee specified in the JJ's Car Hire Rental Agreement that is imposed (on a per kilometre basis) for every kilometre in excess of the Maximum Kilometres.

Existing Damage Report means the report illustrated in the JJ's Car Hire Rental Agreement which is an accurate record of the state of repair, use and condition of the portions of the Vehicle and parts referred to therein, as at the Start Time.

JJ's Car Hire Rental Agreement means the rental agreement signed by the Hirer in the form annexed at Schedule 1. The terms specified in JJ's Car Hire Rental Agreement apply to and form part of this Agreement and prevail to the extent of any inconsistency in respect of the terms stated herein.

Maximum Kilometres means the number of kilometres specified in the JJ's Car Hire Rental Agreement, which is the maximum number of kilometres which the Vehicle may be driven throughout the Rental Period before the Excess Kilometre Fee applies.

Owner means the person or entity described as the Owner at the beginning of this Agreement.

Owner's Privacy Policy means the Owner's privacy policy adopted for the business operated by the Owner as may be varied from time to time.



Rental Period means the period commencing at the Start Time as shown in the JJ's Car Hire Rental Agreement and ending at the Return Time (unless extended by Us mutually in writing).

Return Time means the time and date that You have agreed to return the Vehicle to the Owner, as noted in the JJ's Car Hire Rental Agreement.

Start Time means the time and date that You took possession of the Vehicle, as noted on the JJ's Car Hire Rental Agreement.

Schedule means the schedule to this Agreement.

Sealed Road being a road sealed with a hard material such as tar, bitumen or concrete.

Third Party Loss means any loss or damage to third party property, including motor vehicles, and any third party Claim for loss of any kind.

Vehicle means the motor vehicle described in the named as the hirer of the Vehicle on the JJ's Car Hire Rental Agreement and includes all its parts, components and accessories supplied with or attached to the Vehicle by the Owner from time to time.

You, Yourself or Your means the person(s) with whom this Agreement is made, being the person named as the hirer of the Vehicle on the JJ's Car Hire Rental Agreement.

14.2 Interpretation

In this document, unless it is stated to the contrary:

- (a) the singular includes the plural and conversely;
- (b) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (c) a reference to a party to this document or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives);
- (d) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
- (e) if a party consists of more than 1 person, a reference to that party is a reference to those persons jointly and severally;
- (f) a reference to a right or obligation of any 2 or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally;
- (g) a reference to a Recital or Schedule shall be to a recital to or schedule attached to this Agreement;
- (h) the Recitals and Schedules shall form part of this Agreement;
- (i) a reference to **a party** to this Agreement shall include that party's successors and permitted assigns;

15. Miscellaneous

15.1 Entire agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between them in connection with it.

15.2 Amendment, Waiver and Severance

- (a) No amendment or variation of this document is valid or binding on a party unless made in writing and executed by each party.
- (b) No failure to exercise nor any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.
- (c) If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part of a clause is to be read down to avoid the illegality or unenforceability and if that is not possible, it is treated as removed from this Agreement, such that the remainder of this Agreement is not affected.

15.3 Privacy Policy Statement

- (a) The terms of the Owner's Privacy Policy forms part of this Agreement.
- (b) The Owner's Privacy Policy sets out how We collect, use, store and disclose Your Personal Information.



- (c) If We do not collect Personal Information from You, We will not be able to rent You a Vehicle and if any of the Personal Information You provide is incomplete or inaccurate, the quality of the Owner's services may be compromised.
- (d) By entering into the Rental Contract with Us and by providing Us with Personal Information, You represent to Us and We proceed on the basis that You have read and agree to the terms of the Owner's Privacy Policy.

15.4 Applicable Law

- (a) This document is governed by and construed under the law in the Northern Territory of Australia.
- (b) Any legal action in relation to this document against any party or its property may be brought in any court of competent jurisdiction in the Northern Territory of Australia.
- (c) Each party by execution of this document irrevocably, generally and unconditionally submits to the non-exclusive jurisdiction of any court specified in this provision in relation to both itself and its property.



Schedule 1 - JJ's Car Hire Rental Agreement



7-9 Goyder Road Parap NT
 PO Box 4457 Darwin NT 0800
 Tel: 0427 214229
 Email: james@jjscarhire.com.au
 GST: ABN 59 136 257 415

Rental Agreement #:		
Hirer's Name:	DOB:	
Licence No.:	Issued In:	Expiry Date:
Address:		
Phone:	Mobile:	Email:

	Symbols to be used: X CHIP O DENT - SCRATCH Ø SCUFF Accessories: _____ _____ _____	Vehicle Details Make: Model: Licence Plate: Kms Out: Kms In: Fuel Type: Fuel Out: Fuel In:
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Rental Details	
Start Date / Time:	Pickup Location:
Return Date / Time:	Return Location:

Rates & Fees	Qty	Days	Rate	Total
Total				

Payment Details	Amount Paid

Balance Due

Additional Driver 1:			DOB:	
Licence No.:		Issued In:	Expiry Date:	
Phone:			Email:	
Additional Driver 2:			DOB:	
Licence No.:		Issued In:	Expiry Date:	
Phone:			Email:	

SUBJECT TO TERMS AND CONDITIONS ON OUR WEBSITE - www.jjscarhire.com.au
Any accident must be reported immediately to the Police on 131444 and multiple vehicle accidents must be accompanied by a police report and the other drivers details. Please notify JJs Car Hire once this process is complete.
 Should the hirer(s) fail to comply with any conditions of this contract, all losses and damages suffered by the owner arising out of such failure shall be borne by and paid for by the hirer(s). Subject to the terms & conditions contained on this document and on the website hereof of which the hirer(s) acknowledges that they are aware, the hirer agrees to rent the above vehicle and elects to pay all amounts payable under this agreement by the method of payment of which details are given on this document. **Should JJs Car Hire need to engage the services of a debt collector, the hirer agrees to pay the costs associated with this**

The Hirer(s) accept responsibility for all traffic violations. A fee of \$22.00 will apply for processing of any infringements

HIRER(S) RESPONSIBILITY
VEHICLES NEED TO BE RETURNED WITH A FULL TANK OF FUEL. DOUBLE THE BOWSER PRICE WILL BE CHARGED FOR FAILURE TO MEET THIS REQUIREMENT. NO EXCEPTIONS

WARNING - Hire Extensions will only be granted where payment has been made upfront and are subject to availability. Late payments for extensions will incur a charge of \$11/day (Inc GST)

STRICTLY NO PETS AND NO SMOKING INSIDE THE CARS. Vehicles are to be returned clean inside and out. Cleaning is charged at \$66/hour

I acknowledge I have read and understand the terms and conditions set out above and on the JJs Car Hire website

Signature of Hirer (1).
You should not sign this unless you are sure you understand its effect

Signature of Hirer (2).
You should not sign this unless you are sure you understand its effect