

THE AGREEMENT

1. The OWNER hereby agrees to rent the above described vehicle to the RENTER at the rates noted above, subject to the terms, warranties and conditions contained here and on the reverse side hereof and reserves the right to terminate this contract if any of the warranties or conditions are broken.

2. The RENTER hereby agrees to conform to all the provisions of this agreement, and acknowledges reading and understanding all parts of the contract, both above and on the reverse side hereof.

3. The RENTER hereby agrees to pay for costs and charges that arise out of the performance and enforcement of the provisions of this contract by debit to the credit card (details noted herewith) by the OWNER.

4. The RENTER agrees to pay the first \$ (per claim) of any damage to this vehicle, notwithstanding the clauses on the reverse side hereof where there are provisions for the RENTER to pay the total amount of damages in some circumstances.

5. I agree to hire the vehicle for the time and dates specified and acknowledge that I am not entitled to use the vehicle beyond the completion of the Contract without first obtaining permission from "City" and that if I return the vehicle before the completion of the contract I am not entitled to a refund of any rental fees paid.

6. If any evidence of Animals or Smoking in the car a minimum cleaning/deodorising fee of \$40.00 will apply.

TERMS AND CONDITIONS OF AGREEMENT

This is an agreement between the party named under the renter name section on the front of the agreement ("front") Referred to as "you" or the Renter and City Centre Car Rentals referred to as "City" or the owner for the rental of the vehicle (or replacement vehicle) described on the front. "The rental period" shall refer to

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the period described as the journey date out time out to the expected return time on the front.

Who may drive the vehicle

1. Only you and persons named as joint drivers in the renter box on the front may drive the vehicle.
2. You warrant that these joint drivers hold current valid drivers licences for Western Australia and that they are 22 years old or older and that they each have held their licence for a period longer than 4 years.
3. You warrant that particulars given about the joint drivers are true and that all other particulars given on the front are also true.
4. You warrant that the drivers have not suffered a disqualification of their drivers licence during the past 5 years.

Your responsibility for use of the vehicle

5. You agree that the vehicle is in good condition and running order and that all usual accessories (spare tyre and tools) are present and that any damage to the vehicle is noted on the front.
6. You agree that upon signature of the agreement or upon possession of the vehicle (whichever occurs first) that it becomes your responsibility for the rental period under the terms and conditions of this agreement.
7. You agree to return the vehicle at the time and place noted on the front in similar condition as when you took possession of it, save fair wear and tear. Should the said vehicle not be returned within the agreed time stipulated, the Hirer will be deemed to have stolen the same and the owner will take all the necessary steps to regain possession of the vehicle including police action and nationwide circulation of personal details. The Hirer shall bear the costs incurred in the recovery of the vehicle. You are responsible for damage occurring to the vehicle under the rental period defined in clause 8 below.

8. You warrant that the vehicle will not be driven nor used in any way under the

following circumstances:

A. On unsealed roads or on sealed roads which are in poor condition or covered in water or other unsafe substances.

B. Where the vehicle's gauges indicate that a mechanical malfunction has occurred, or

where such signs or sounds indicate same.

C. Outside the agreed zone noted on the front under the journey.

D. When any driver of the vehicle has a blood alcohol level above the legal limit or appears affected by alcohol or other drugs.

E. To carry or convey a load for commercial reasons for which the vehicle is not designed including any toxic or dangerous substances, wildlife or animals and not to fit any roof racks or to carry a load which does not fit entirely within the vehicle.

F. At high speed or in a manner which is dangerous to passengers and driver and other property or persons.

G. To race or drive recklessly.

H. Hirer, shall during the period of hire, keep the oil reservoirs filled to their correct levels with the correct grades of oil, and the radiator and battery topped up. Any damage caused through the neglect of the aforesaid shall be paid for by the Hirer. The Hirer shall also, upon demand, repay "City" the cost of any tools or accessories including tyres and spare parts, which may be lost or damaged during the period of the hire.

If the vehicle is damaged

By definition, an accident shall mean accidental collision with another vehicle or other object on or bordering a sealed road, while the vehicle was being driven by you or a joint driver during the rental period.

9.If the vehicle is damaged during an accident, you will be responsible to pay the excess which is the sum of money endorsed on the front under clause 4 of the agreement, notwithstanding the circumstances noted in clause 12 below. You will be indemnified against costs of damage over and above the excess amount.

10.You are further indemnified against the cost of damage to other vehicles and property that occurred in the accident, over and above the excess, notwithstanding the circumstances noted in clause 12 below.

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11. If the vehicle is accidentally damaged during the rental period and you were in violation of the sub-sections of clause 8 above, then you will be liable for the whole of the cost of the damage to the vehicle immediately upon assessment of the damage. "City" will claim indemnity from responsibility for the costs of damage caused in the accident to the property of other parties under these circumstances.

12. You will be responsible to pay for the total cost of repair of damage to the vehicle occurring during the rental period under the following circumstances:

- A.** Damage done in any areas off sealed roads.
- B.** Any undercarriage damages, other than that caused as a result of an accident on a sealed road.
- C.** Any damage to any part on the vehicle caused deliberately or recklessly by you or any other person during the rental period.
- D.** Damage to tyres, including punctures, and wheels other than normal wear except that caused in an accident.
- E.** Damage occurring to that part of the vehicle which is glass except that which occurred in an accident.
- F.** Damage to motor, suspension, chassis, differential, gear box, axles or any other part of the vehicle which is a result of misuse or abuse of the vehicle.
- G.** Any damage to the vehicle outside the zones defined under the journey on the front.

13. In the event of an accident or damage to the vehicle, you have the following obligations under this agreement.

- A.** To contact "City" as soon as reasonably possible but within 24 hours of the accident.
- B.** Not to abandon the vehicle unless specifically permitted to by "City".
- C.** To make your best effort to obtain the names and addresses of other parties involved in the accident, and supply the information to "City" upon completion of the accident report form.

14. Failure to comply with clause, 13 will result in a loss of your indemnity, if any, against the cost of repair of the damage to the vehicle.

If the vehicle breakdown

15. If the vehicle breaks down, you are to contact "City" as soon as reasonably possible. You are not to authorise any persons to carry out any repair whatsoever without prior approval from "City".

16. If the vehicle breaks down and cannot be restored to running conditions, "City" will supply a replacement vehicle subject to availability of a vehicle.

17. You have an obligation under this agreement not to abandon the vehicle if it breaks down. Your responsibility for the vehicle as defined under the terms of this agreement is

retained until "City" or their authorised agent (for example a tow-truck operator authorised by "City") takes possession of the vehicle.

18. "City" cannot accept any responsibility for any loss or damage suffered by you as a result of delay caused by the break down of the vehicle.

If the vehicle is stolen

19. If the vehicle is stolen, you are liable to pay the excess as endorsed on the front. You are indemnified against any further cost of the loss unless:

- A.** You fail to report the loss as soon as reasonably possible to the local police and "City".
- B.** You had abandoned the vehicle without permission from "City".
- C.** You left the vehicle unlocked or you left the vehicle with the keys in it.

20. In case of 19A, 19B, 19C, you will be liable for the total cost of the loss.

21. "City" will not accept any responsibility for any loss of personal property from the vehicle.

Payment of charges

22. You agree to pay, on demand to "City"

A. All fines, penalties, tolls, and other charges levied against the vehicle or its occupants by government authorities during the rental period and including such charges that arise out of you returning the vehicle in circumstances that differ

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from that which is endorsed on the front under the journey.

B. Any nett amount of petrol consumed.

C. All other charges that are provided for under the agreement.

D. Any rental sum charged for time you have possession of the vehicle including the time "City" is deprived of the vehicle in the event of you not returning the vehicle as agreed on the front. Such rate of charge will be one fifth of the daily rental for each hour late to the maximum of five hours when a whole day's rate shall be charged.

E. A \$20 administration fee will apply each time "City" is contacted by an outside agency who has a lawfully requirement to obtain your details.

I have read and accept the term and conditions of this contract.

Signed