

Terms & Conditions of Vehicle Hire

An Agreement made between Total Ability (hereinafter called "the Owner" and the party whose signature appears below as renter (hereinafter called "the Renter"), where 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 hereinafter called "the Vehicle" for the rental period and at the rental set out below 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 such purposes of the Agreement he or she is the duly authorized agent of the Renter then in consideration of the Owner permitting him or her to drive the vehicle he or she shall be deemed to be the Renter and agrees to be bound by all the terms and conditions of the Agreement.
3. The Renter warrants that no person shall drive the vehicle unless he or she holds a current motor driver's license valid in Australia, and that he or she has not been refused motor vehicle insurance and has not been convicted of any offence relating to driving a 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. The Renter acknowledges that it is upon reliance on the truth of the above representation that the Owner enters into this Agreement.
4. The Renter undertakes that the rental day is calculated 24 hours from the time of pickup and the rental ceases 24 hours from that time. Later return charges will be calculated at one third of the daily charge for every hour or part thereof to a maximum of three hours where after, the normal daily rates will apply. Monthly or long-term rates agreed to by the Owner and details of these rates will be set out below, prior to rental.
5. The Renter shall pay the total rent for the rental period to the Owner and for the purposes of this Agreement the total rent shall be an aggregate of the daily rate or the periodical rate, charges for fuel, late return charges, a sum equal to the value of any tyres, tools, accessories or equipment lost, stolen or damaged during the period of the rental, the agreed sum payable in respect of each and every claim or the agreed rate of insurance excess cover specified below, any fine for traffic or parking offenses arising from the use of the vehicle imposed on any period during the rental period and any expenses incurred by the Owner in repossessing the vehicle.
6. The Renter shall take reasonable care of the Vehicle and keep sufficient water in the radiator, oil in the engine sump, transmission, differential and at all times keep the tyres correctly inflated to manufacturer specification.
7. 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 of the Renter shall not be a breach of this undertaking. The Vehicle will not be used by the Renter for any illegal purpose, in any race or speed test and will not be driven in contravention of any of the provisions any Road Traffic Act of Australia.
8. NRMA Roadside Assistance is provided in the event of any breakdown. Any breakdown should be arranged through the provided Roadside Assistance.
9. Long term rentals, the Vehicle will be made available when required for servicing. Service will be scheduled when required and the Renter will present the Vehicle to the service agent to allow the service to be performed, one day rental will be credited to the rental term while the Vehicle is being serviced.
10. The Renter is responsible for refuelling the Vehicle before returning, with a full tank. The Renter will be liable for a refuelling charge of \$80.00 plus the cost of filling the tank if the Vehicle is returned with less than a full tank.
11. The rental day includes 150km, any kilometres over 150/day will be charged at \$0.50 per km
12. The Renter will return the Vehicle free from rubbish and personal belongings. A \$200 fee for internal cleaning the Vehicle will be applied. Note, external cleaning is excluded from any chargeback.

13. The Renter will be charged a minimum 1 week rental fee for any time the vehicle is unavailable for hire due to accident repairs.
14. Tolls incurred during the rental period will be on-charged accordingly.
15. No rental is available for those under the age of 21 years.
16. In the event of an accident which causes damage to the Vehicle, the Renter is liable for the Insurance Excess.

This is summarised as follows:

- a. Basic Excess of \$1,000.00, and
- b. No cover for drivers under Twenty One (21)
- c. Additional Excess on the \$1000 of \$400 for those between 21 and 24 years if age.
- d. Additional Excess on the \$1000 of \$800 for an Inexperienced Driver which would apply if the driver has held an Australian Driver's Licence for less than two (2) years.