

## Part B CAR RENTAL AGREEMENT TERMS AND CONDITIONS

This agreement is between the prospective hirer identified on Part A of the contract ("you") and H2O Car Rentals Pty. Ltd. A.B.N 74 668 191 811 Trading as H2O Holiday Car Rentals ("the Company") to hire the vehicle specified on Part A of the contract, including any replacement vehicle ("the Vehicle").

### 1. VEHICLE CONDITION AND RETURN

#### A. Vehicle Condition

- You acknowledge receiving the vehicle from the Company in a good and clean condition (except otherwise specified in the Vehicle Inspection Report) including all accessories, tools, spare tyre, equipment from the company.
- You agree to maintain tyre pressure, fluid and fuel at the appropriate levels and to immediately report any defect to us.
- By signing the Rental Agreement, you are authorising the Company to use a GPS tracking device to track the vehicle until it is returned to the Company.

#### B. Vehicle Return

##### You must return the Vehicle to the Company:

- In the same condition as it was at the commencement of the Rental Period except for ordinary wear and tear (ORDINARY WEAR AND TEAR DOES NOT INCLUDE WINDSCREEN, WINDOW, MIRROR, AND OR TYRE DAMAGE)
- In the same condition as it was at the commencement of the Rental Period and YOU must not allow anyone to repair or work on the Vehicle or tow or salvage it without the Company's authority to do so.
- To the location and on the date specified on part A (or sooner if the Company demands). If you return the vehicle to any place other than the Company's location, or if you return after hours of operation, you shall be responsible for the vehicle's condition until an authorised representative of the Company takes possession of the vehicle during its hours of operation.
- With the odometer intact. Should the odometer be broken or tampered, the person responsible shall be reported to an appropriate authority and you shall be liable for extra charges based on 500 kilometres per day at 50cents per kilometre plus cost to repair the odometer and vehicle downtime.
- The Company reserves the right to take possession of the vehicle without notice at your expense should any of the following occur:
  - The vehicle is illegally parked
  - The vehicle is used in violation of the law and/or of this agreement
  - The vehicle is apparently abandoned

### 2. EXTENSION

- You shall notify the Company and obtain its authorisation for extension of hiring period beyond the due in date and time specified in part A of the contract. Such notification must be done PRIOR TO the due in date and time.
- Should you fail to obtain the Company's authorisation for extension prior to the due in time, your rental becomes overdue, in this case **a late penalty of \$10.00 per day (GST Inc)** shall apply on top of the agreed daily rental rate for each day and part thereof.
- Should your rental become overdue, the Company has the right to initiate a re-possession process without notice, in which case you shall be liable for a minimum re-possession cost of **\$350.00 (GST Inc)**. As part of re-possession process the Company may also report the vehicle as stolen to police.

### 3. UNAUTHORISED AND PROHIBITED USE

#### A. Person strictly prohibited from driving the vehicle:

- Person other than those identified on Part A of the contract and/or other person the Company approved in writing.
- Person who is not licenced for the class of the vehicle.
- Person whose blood alcohol exceeding the lawful limit.
- Person who uses false identity and person who provide his or her identity to be used a false identity by another person.
- Person whose driver licence has been suspended, cancelled, endorsed in the last three years.
- Person holding driver licence for less than two years.
- Person holding Learner's permit, Provisional or Probationary and Extraordinary Licences.
- Person under the age of 22 (higher age limit may apply to some vehicle classes)

#### B. The vehicle must NOT be used:

- Outside the Area of Use specified on Part A of the contract.
- On unsealed and/or off-road conditions under any circumstances.
- In the following areas
  - On snow areas that require tyre chains to be fitted to the tyres of the Vehicle, or where there are signs indicating that tyre chains are required to be fitted to the Vehicle.
  - On beaches, sand, gravel or mud roads or through streams, dams, rivers, or flood waters.
  - On flood prone roads or any roadway where the police or any other government authority has issued a warning or a caution.
- To carry paying passenger/s for reward hire, Carshare, Rideshare purposes. (Unless pre-authorised by H2O Car Rentals PTY LTD)
- To carry animal or pet, any inflammable, poisonous, corrosive or explosive materials.
- To propel or tow any other vehicle, trailer, boat or any other object unless a tow bar has been fitted to the Vehicle by the Company. All loads must be within the Vehicle's design limit specified in the vehicle manual.
- To carry more people and/or greater loads of goods than permitted by law.
- To carry any water skis, surfboards, bicycles, canoes or the like of inside or on the roof of the vehicle. In a manner and/or for the purposes other than for which the vehicle was designed and constructed.
- For racing, reliability and/or speed trials, pace making, hill climbing or tested in preparation of such purposes.
- When it is damaged or unsafe/not roadworthy.
- In a careless and/or reckless and/or dangerous manner.
- For any illegal purposes including contravening any road safety laws in force from time to time where the vehicle is being driven.

### 4. FINANCIAL OBLIGATIONS

- Joint hirers and ALL drivers are jointly and severally responsible under this agreement.
- When you pay by credit card or directed the Company to bill charges to other person, corporation, firm or organisation who or which fails to make payment when it is due, you shall immediately pay on demand the full amount due to the Company.
- By entering into this agreement, you authorise the Company to debit your credit card (and you shall pay on demand any balance owing) with the following charges:
  - All rental charges as specified on Part A of the contract plus any subsequent rental extension/s of the original contracted rental period and other charges incurred on your Rental Agreement.
  - Damage Liability Fee and/or Single Vehicle Accident Liability Fee as specified on Part A.
  - All charges claimed to the Company due to speeding, parking, toll, littering or any other infringements incurred during the period of hire or until such later time when the vehicle is returned to the Company and a processing fee of **\$55.00 (GST Inc)** for each infringement processed.
  - Administration Fee of **\$110.00 (GST inc)** in case of accident regardless of fault.
  - Minimum Cleaning Fee of **\$350.00 (GST Inc)** if you choose to smoke and/or let any other person smoke in the vehicle during your rental or if the vehicle is returned excessively dirty
  - All loss of or damage to the vehicle (including loss of use), third-party damages, legal expenses, debt collection fees, assessment fees, towing and recovery, storage and company service charges where any condition of this agreement has been breached.

### 5. DAMAGE COVER

The Company will grant a damage cover for your benefit in respect of damages to the vehicle and an amount which you are legally held liable to pay as a result of an accident caused by Your use of the Vehicle. **This damage cover is subject to conditions and exclusions below.**

#### A. Conditions of Damage Cover: this damage cover is subject to:

- You have not acted or caused any other person to act in any manner, which constitutes a breach of this agreement.
- Your payment of damage liability (in respect to each separate incident) regardless of cause/fault as specified on Part A of the contract.
- Your payment of insurance excess (in respect to each separate incident) in the event of:
  - No sufficient third-party detail provided to the Company.
  - No other vehicle involved in the incident, or if there is other vehicle



- involved that other vehicle was parked or unattended.
- Your prompt report to the Company and to the police or other relevant authority and in any event within 24 hours, any incident involving loss or damage to the Vehicle or any other property or injury to any person.
  - You submitting any tests required by the police to determine the level of alcohol and drugs in your blood.
  - You not leaving or running away from an accident without providing full particulars to all relevant parties and authorities.
  - You are not covered under any insurance policy covering the loss or damage in which case the Company shall not cover you.
  - You provide such information and assistance as may be requested and, if necessary, authorising the Company and its authorised representative to bring, defend or settle legal proceedings where the Company shall have sole conduct of the proceedings.
  - You not admitting liability or making any offer or promise of settlement without the Company's consent.

#### B. Exclusions to Damage Cover:

The following damages are not covered:

- Damage or loss arising from theft where the vehicle is left unlocked or unsecured or you have failed to keep the keys secured.
- Damage or loss to the Vehicle and third-party property caused by You driving the Vehicle, after the Vehicle has sustained radiator fluid loss, transmission or engine oil loss or loss of tyre pressure.
- Damage or loss to the Vehicle caused by use of incorrect type of fuel.
- Damage or loss due to loading and unloading other than normal wear and tear.
- Damage or loss where the Vehicle is totally or partially immersed in water regardless of causes.
- Damage or loss to the interior of the Vehicle, which requires professional cleaning and/or repair regardless of cause.
- Damage or loss to the roof or overhead, tyres, windscreen and glass of the vehicle regardless of cause.
- Damage to underbody of the Vehicle regardless of cause.
- Damage or loss to the Vehicle and any third-party property caused by you or any other driver driving the Vehicle in a careless or reckless or dangerous manner.
- Damage or loss to the Vehicle and third-party property caused or contributed by you where you leave the incident scene prior to police attendance and/or failing to formally report the incident to the police.
- Loss of use of or consequential loss to third party property caused by your use of the vehicle regardless of fault.
- Damage to the Vehicle and third-party property caused by you failing to properly secure any load or equipment to the Vehicle.
- Damage or loss to the Vehicle while being transported or towed without the Company's authority.
- The cost of towing or salvage of the Vehicle from a remote or sparsely populated area.
- Damage or loss to the Vehicle due to the use of snow chains or roof racks.
- Damage or loss to any property owned by you or any friend, relative, associate and any person known to you and/or any property in your physical legal control.
- Damage or loss to the Vehicle occurring out of allowed travel areas.
- Legal and any other related expenses on a full indemnity basis and interest as a result of you failing to deliver immediately every summons, complaint, demand or notice in relation to any loss or damage.

#### 6. GENERAL PROVISIONS

- The Company reserves the right to refuse a replacement vehicle and/or hire of another vehicle to you following any accident or incident.
- You shall release and indemnify the Company and its agents and employees from all claims for damage or loss to your personal property or any other person's property left in the vehicle at any time before, during or after the rental period regardless of the cause.
- No driver or passenger in the vehicle shall be deemed to be the agent, servant or employee of the Company in any manner for any purposes whatsoever.
- The Company gives no express or implied warranty as to any matter whatsoever including but not limited to the condition of the vehicle and equipment, its merchantability or fitness for any particular purpose.
- To the extent permitted by law the Company limits its liability for breach of an implied condition or warranty to the replacement, repair or re-supply of the Vehicle or reimbursement of rental charges.
- You shall release and indemnify the Company from all-indirect, special, incidental or consequential damage suffered by any person including you

due to any breach of this Rental Agreement by the Company and its agents and employees.

#### 7. FUEL

- You must always use the correct type of fuel for the Vehicle.
- The vehicle must be returned with amount of fuel equal to that at the time of commencement of the rental.
- If the vehicle is returned with less fuel, the difference shall be charged at a rate (\$ 3.30 inc Gst), which may include a service component unless prior arrangement has been made and noted on Part A of the contract.
- Should there be a discrepancy in fuel level recorded on Part A to that recorded on Vehicle Inspection Report, the one specified on the Vehicle Inspection Report shall be deemed to be the correct one.

#### 8. CANCELLATION POLICY

- There will be no refund of balance rental for early returns.

#### IN THE EVENT OF ACCIDENT

- You should not admit liability or make any offer or promise of settlement without the Company's consent.
- Where there is damage to the Vehicle or a person injured, the police are to be informed immediately.
- The Rental Agreement will be ceased and all Excess and Administrative charges will be due.
- Promptly report the accident and all details to the Company's office from where you rented the car to [bookings@h2ocarrentals.com.au](mailto:bookings@h2ocarrentals.com.au) or 1300 000 199.
- If the car requires towing please contact the Company on **1300 000 199**
- EMERGENCY CONTACT NUMBER: 0403 622 095**

Please complete the appropriate sections below as this will assist you when completing the Damage/Incident Report Form.

|                               |                |       |
|-------------------------------|----------------|-------|
| Our Vehicle Rego:             | Driver's Name: |       |
| Accident Date:                | Time:          | AM/PM |
| <b>Accident Location</b>      |                |       |
| Street:                       |                |       |
| Suburb:                       |                |       |
| <b>Other vehicle involved</b> |                |       |
| Driver's Full Name:           |                |       |
| Address:                      |                |       |
| Telephone:                    |                |       |
| Insurance Company:            |                |       |
| Car Registration Number:      |                |       |
| <b>Independent Witness</b>    |                |       |
| Name:                         |                |       |
| Address:                      |                |       |
| Contact number:               |                |       |
| Name:                         |                |       |
| Address:                      |                |       |
| Contact number:               |                |       |

**In case of accident, you must lodge a crash report online via this website [www.crashreport.com.au/ocrf/](http://www.crashreport.com.au/ocrf/) within 24 hours and email to [bookings@h2ocarrentals.com.au](mailto:bookings@h2ocarrentals.com.au)**

EMERGENCY (Police/Fire/Ambulance): **000**  
NON EMERGENCY Police Attendance: **131 444**

#### Perth (Head Office)

Unit 2 / 1163 Albany Hwy, Bentley, WA 6102  
Tel: 1300 000 199 Mobile: +61 403 622 095  
Email: [bookings@H2ocarrentals.com.au](mailto:bookings@H2ocarrentals.com.au)

#### Roadside Assistance:

Please contact the Company if needed.

## Area of Use



 Green Zone: Allowed travel area within the radius of Perth to Pink Lake (Hutt Lagoon), Kalbarri, Monkey Mia, Carnarvon, Exmouth, Meekatharra, Kalgoorlie and Esperance, as indicated on the map and on sealed road only.

 Yellow zone: is not allowed, please contact the Company for further information.