



Company Name: **Email Address:**.....
Contact Person: **Mobile Number:**.....
On Site Phone Number: **Office Phone:**

Postal Address:

On Site Delivery Address:

Drivers Licence #: **Expiry:**

Credit Card #: **Expiry:** **CCV:**.....

I have read and understood the Terms and Conditions set out on this page and the following pages.

Signed: **Name:**..... **Date:**

RENTAL AGREEMENT TERMS AND CONDITIONS

1. Rental of Vehicles

- 1.1 1800buggies agrees to rent the Vehicles to the Hirer for the Rental Period and the Hirer agrees to rent and pay the Hire Rate for the Vehicles for the Rental Period, on the terms and conditions set out in the Rental Agreement. The Hirer is entitled to use the Vehicles for the Rental Period and for any agreed extension of the Rental Period. [The Hirer agrees to return the Vehicles to 1800buggies at the end of the Rental Period.] / [1800buggies will collect the Vehicles from the Hirer at the end of the Rental Period].
- 1.2 Each Vehicle may be delivered with a Vehicle Condition Report, if practically possible, or photos will be on record for the start and finish of each hire period. Each Vehicle Condition Report identifies any pre-existing damage on that particular Vehicle. The Hirer must inspect each of the Vehicles to check the condition of them on delivery of the Vehicles to the Hirer. The hirer is also encouraged to take their own photos of the vehicle for their own records
- 1.3 If the Hirer does not agree with the Vehicle Condition Report provided, the Hirer must report any amendments or changes by adding those changes to the Vehicle Condition Report and returning a copy to 1800buggies, within 24 hours of delivery, unless alternate arrangements are entered into with 1800buggies and confirmed in writing. This process is for the protection of both the Hirer and 1800buggies.
- 1.4 If the Hirer fails to return the completed Vehicle Condition Report to 1800buggies within 24 hours, unless alternate arrangements are agreed with 1800buggies in writing, the Hirer will be deemed to have accepted and agreed to the condition of each Vehicle set out in the Vehicle Condition Reports provided by 1800buggies at the time of delivery of the Vehicles to the Hirer.
- 1.5 Possession and risk of the Vehicles passes from 1800buggies to the Hirer on delivery of those Vehicles to the Hirer. Possession and risk in the Vehicles passes from the Hirer to 1800buggies on the Hirer delivering those Vehicles back to 1800buggies.
- 1.6 The Rental Agreement comprises the Quote, Vehicle Condition Reports, and these Terms and Conditions. If any payments or deposits are made towards the hire, then it is deemed that hirer has read and understood these conditions.
- 1.7 If the Hirer does not accept the Quote and Terms and Conditions strictly in accordance with the requirements set out in the Quote, but engages in conduct that, in 1800buggies reasonable opinion, indicates the Hirer agrees to the Quote and Terms and Conditions, which may include, without limitation, signing the Vehicle Condition Report, making a payment of monies to 1800buggies as required under the Rental Agreement or the acceptance of delivery of the Vehicles, or digital acceptance by way of email confirmation then the Hirer will be deemed to have agreed to be bound by the Rental Agreement.
- 1.8 The parties agree these Terms and Conditions will apply to any future Rental Agreements entered into by the parties, until 1800buggies notifies the Hirer it has changed its Terms and Conditions and provide the Hirer with amended Terms and Conditions for acceptance by the Hirer.





2. Payment for Hire

- 2.1 The Hirer agrees to pay 1800buggies the Hire Rate amount per Vehicle per day for the Rental Period, together with any applicable GST. Payment in full for the Rental Period is required prior to the Commencement Date unless otherwise agreed in writing.
- 2.2 The Hirer also agrees to pay the other Charges set out in these Terms and Conditions and any duties, fees, outgoing, penalties, fines, demands, charges or costs imposed by any authority on or in connection with the Rental Agreement or the Hirer's hiring of the Vehicles.
- 2.3 The Hirer consents and authorises 1800buggies to debit its Credit Card, in respect of the Hire Rate and all other Charges or monies that become payable under the Rental Agreement. If 1800buggies charges any amounts to the Credit Card in addition to the total Hire Rate owing for the Vehicles, it will promptly notify the Hirer of the amount debited. The Hirer agrees the Credit Card may be charged for up to 30 days from the end of the Rental Period or until all monies owed are settled

3. Cancellation Policy

- 3.1 If the Hirer cancels the rental of the Vehicles prior to Commencement Date of the Rental Period, 1800buggies will charge 50% of the total value of hiring the Vehicles set out in the Quote (**Cancellation Fee**) and the Deposit paid will be forfeited and offset against the Cancellation Fee. The Hirer authorises 1800buggies to charge the Cancellation Fee to its Credit Card if the Deposit paid is not sufficient to cover it.

4. Hirer's warranties

The Hirer warrants that:

- (a) the particulars in the Quote are correct in every respect and are not misleading in anyway including, without limitation, by omission;
- (b) where the Hirer intends driving the Vehicles on public roads it, and its employees, contractors and agents will not do so, unless the Hirer has written permission from 1800buggies to do so and it ensures the Vehicle has first been registered by Vic Roads or any other statutory authority as appropriate, for use on public roads (**On Road Vehicle**);
- (c) all employees, contractors or agents who drive, use or operate the Vehicles, hold a current Australian driver's licence;
- (d) the Hirer acknowledges and agrees each Vehicle, unless it is an On Road Vehicle, must only be driven, used or operated off road and will ensure each of its employees, contractors or agents only drive, use and operate the Vehicles off road;
- (e) the Hirer acknowledges each Vehicle contains a basic operating procedures manual and a copy of the basic operating procedures manual for each Vehicle model being hired has been provided to the Hirer;
- (f) the Hirer acknowledges and agrees each Vehicle, must be operated in accordance with the basic operating procedures manual for that Vehicle Model and will ensure each of its employees, contractors or agents are provided with a copy of and understand the basic operating procedures manual and only operate the Vehicles in accordance with those basic operating procedures manual and will ensure its employees, contractors and agents do not breach the basic operating procedures manual when driving, operating or using the Vehicles;
- (g) in selecting the Vehicles, the Hirer has not relied on 1800buggies skill and judgment or on any representations made by or on behalf of 1800buggies and agrees the Vehicles comply with their description, are in merchantable condition and are fit for the Hirer's purpose;
- (h) it accepts all liability for the safety of itself, any employees, contractors, agents or any unauthorised users of the Vehicles during the Rental Period;
- (i) it agrees and accepts 1800buggies accepts no responsibility for the safety of the Hirer, its employees, contractors, agents or any unauthorised users of the Vehicles and will not be responsible for any Loss, injury or mishap which the Vehicles may be involved in during the Rental Period;
- (j) it has taken out its own public liability which includes a "care, custody and control" clause with no less than \$500,000 limit per claim with a total claims limit of no less than \$10 million per claim, which covers all third party risks including liability for damage or injury of any kind to any property or person and also against other risk, to the fullest extent required by law or 1800buggies, as reasonably requested, by a policy insuring for the benefit of 1800buggies and the Hirer, workers' compensation or similar insurance to cover its use and the use by its employees, contractors, agents of the Vehicles and any other third parties attending the Hirer's event.





5. Hirer's obligations

The Hirer must:

- (a) keep the Vehicles in the same condition as they received the vehicle in and or stated in the Vehicle Condition Report and only use the Vehicles as they would be used by a careful and prudent owner;
- (b) provide 1800buggies with a copy of, as soon as possible following a request to do so, the driver's licence of any person the Hirer is going to allow drive the Vehicles;
- (c) not use the Vehicles for any illegal purpose;
- (d) only use low tack adhesive for any signage it attaches to the Vehicles;
- (e) not allow any person to drive, use or operate a Vehicle whilst under the influence of drugs or alcohol where the drivers blood level of any drug or alcohol is in breach of any National, State or Territorial laws;
- (f) report any damage to, or loss of, the Vehicles to 1800buggies immediately such damage or loss occurs and/or the Hirer becomes aware of it;
- (g) not make any repairs to the Vehicles unless 1800buggies prior written authorisation is given to the Hirer;
- (h) ensure its employees, contractors and agents are aware of and comply with, the Hirer's obligations under the Rental Agreement, in particular in regard to its obligations under clauses 1.2, 1.3, 4 and 5 of these Terms and Conditions;
- (i) be liable for any breach of this Rental Agreement committed by itself or the Hirer's employees, contractors or agents;
- (j) must return the keys for each Vehicle supplied to 1800buggies on the Return Date and agrees it will pay to 1800buggies a replacement fee up to \$45 (incl GST) per key for each Vehicle key not returned to 1800buggies on the Return Date;
- (k) reimburse 1800buggies for the cost of any repairs or replacement of parts and accessories, including without limitation, keys, signage, spare wheels, tyres, Tow bars, windscreens, windshield wipers and amber lights arising out of or in connection with your hire of the Vehicles (**Repair Charge**);
- (l) not make any admission of liability in the event of an accident or incident involving a Vehicle or the Vehicles; and
- (m) indemnify and keep indemnified 1800buggies for any claims, actions, suits, proceedings or demands or any Loss (including legal costs) or Damages suffered or incurred by 1800buggies, its employees, contractors or agents, whether directly or indirectly, arising out of or in connection with:
 - a. this Rental Agreement, including any breach of the Rental Agreement by the Hirer, its employees, contractors or agent;
 - b. the use, operation, possession or control of the Vehicles by the Hirer, its employees, contractors, agents or any third party; or
 - c. any Loss or Damage whatsoever and whenever caused to the Hirer or its employees, contractors, agents or any third parties, including those attending the Hirer's events, whether by way of death of, or injury to, any person of any nature or kind, accident or damage to property, delay, financial loss or otherwise or any obligations owed to any third parties, and

this indemnity survives the termination of or end of the Rental Period.

6. Charges and Infringement Notices

The Hirer agrees to pay 1800buggies the following charges for renting the Vehicles:

6.1 Hire Rate

The daily Hire Rate set out in the Quote (**Hire Rate Charge**) is payable for each Vehicle per day during the Rental Period inclusive of the Date of Hire and the Return Date.

Stand Down Rate: At our discretion We will offer stand down rate at 50% of hire rate for inclement weather conditions only. Stand down rates are not applicable for repairs and maintenance

6.2 Cleaning

If a Vehicle is returned to 1800buggies with adhesive residue on any part of a Vehicle an





additional minimum cleaning charge of \$50 (incl GST) (**Minimum Adhesive Removal Charge**) will apply. Additional cleaning charges may apply if the adhesive residue is not easily removed.

If a Vehicle has not been cleaned before it is returned an additional minimum cleaning charge of \$70 (incl GST) will apply (**Cleaning Charge**).

If the returned Vehicle is an Excessively Dirty Vehicle an additional cleaning charge of \$80 (incl GST) per hour (**Additional Cleaning Charge**) will apply. The amount of any Additional Cleaning Charge will be in addition to the Cleaning Charge plus any additional costs incurred by 1800buggies for specialist cleaning products or third party specialist cleaners, collectively these charges for cleaning products and the Additional Cleaning Charges are called (**Excessively Dirty Cleaning Charges**).

6.3 Fuel

1800buggies delivers every Vehicle hired with a full tank of fuel unless otherwise agreed in writing. If you return each Vehicle with a full tank of fuel, there will be no additional charge. If a Vehicle is returned without a full tank of fuel, unless otherwise agreed, 1800buggies will refill the fuel tank and will charge the Hirer upto \$3.50 (including GST) per litre (**Fuel Charge**) required to refill the fuel tank to full.

6.4 Late Return of Vehicles

If the Vehicles are not returned to 1800buggies by the Return Date, 1800buggies will charge the Hire Rate per day per Vehicle as an additional fee plus any additional costs incurred in relation to collection of the Vehicles by 1800buggies, unless 1800buggies has agreed otherwise in writing with the Hirer.

6.5 Inspection on Return

1800buggies will inspect the Vehicles within 28 days of their return or before being re-hired to a third party, whichever date is earlier. Any Damages, Loss or additional Charges to be charged to the Hirer will be debited to the Credit Card provided and advised to the Hirer in writing within 30 days of the Return Date of the Vehicles.

6.6 Infringement Notices

If an infringement notice is received from a government statutory authority relating to the use of the Vehicles, 1800buggies will notify the government statutory authority to issue the Infringement Notice to the Hirer. 1800buggies will charge the Hirer an administration fee of \$30 (incl GST) for each infringement notice received by 1800buggies to reimburse 1800buggies (in whole or part) for the administrative cost of processing the Infringement Notice. (**Infringement Notice Charge**)

6.7 Breakdown Assistance

1800buggies can provide breakdown assistance to the Hirer during the Rental Period, depending on the type and cause of the fault or damage to the Vehicle. If the Hirer, or one of its employees, contractors or agents has caused the fault or damage to the Vehicle, including without limitation, the wrong fuel is used, punctured tyre, damage suffered while Hirer or its employee, contractor or agent is using or operating the Vehicle and the fault or damage is not, in the reasonable opinion of 1800buggies, the fault of 1800buggies, 1800buggies may replace the Vehicle for a replacement Vehicle, at its sole discretion, during normal office business hours and any costs associated with repairing and/ or replacing the Vehicle must be borne by the Hirer. At 1800buggies sole discretion, 1800buggies may also choose to decommission the Vehicle for the duration of the Rental Period and not replace it. If this occurs, the Hirer has no recourse against 1800buggies, unless clause 9.1 applies.

If breakdown assistance is required and the Hirer, its employees, contractors or agents are at fault, 1800buggies will charge the Hirer the following fees:

Call Out Fee – minimum \$110 (including GST) and \$110 (incl GST) per hour thereafter. Unless otherwise agreed.

1800buggies are only available for Call Outs from [7am to 7pm], Monday to Saturday (**Call Out Hours**). Outside the Call Out Hours, 1800buggies are unavailable unless special arrangements are made with 1800buggies in advance.

6.8 Credit Card Surcharge

A minimum of 1.5% of, the total Charges debited to the Credit Card, will be added to the total charges to be paid by the Hirer to cover the bank charges incurred by 1800buggies.

7. Repossession





1800buggies may retake possession of the Vehicles if the Hirer breaches any provision of the Rental Agreement.

8. Release and Indemnity

8.1 The Hirer agrees it and its employees, contractors and agents, will use, operate and possess the Vehicles at the Hirer's sole risk. The Hirer agrees that 1800buggies will have no responsibility or liability for any claims, actions, suits, proceedings or demands or any Loss or Damage incurred or suffered by the Hirer or its employees, contractors or agents under any circumstances, relating either directly or indirectly to this Rental Agreement.

8.2 To the fullest extent permitted by law, the Hirer indemnifies and forever releases and discharges 1800buggies and its employees, contractors and agents from:

- (a) all claims, actions, suits, proceedings or demands it, or its employees, contractors or agents may have against 1800buggies, its employees, contractors, agents; and
- (b) any Loss or Damage whatsoever and whenever caused to the Hirer or its employees, contractors, agents or any third parties, including those attending the Hirer's events, whether by way of death of, or injury to, any person of any nature or kind, accident or damage to property, delay, financial loss or otherwise or any obligations owed to any third parties,

arising out of or in connection with, whether directly or indirectly from or incidental to this Rental Agreement and includes without limitation, a breakdown of, or defect in, the Vehicles or any accident to or involving the Vehicles including their use, operation, repair, maintenance or storage (whether occasioned by the negligence of 1800buggies, its employees, agents or contractors or otherwise) or which may otherwise be suffered or sustained in, upon or near the Vehicles.

This indemnity and release survives the termination of or end of the Rental Period.

9. Exclusion of liability

9.1 If you are a 'consumer' as that term is defined under the Competition and Consumer Act (Cth) 2010 (CCA), there are guarantees, rights and remedies that cannot be restricted, modified or excluded. Nothing in this agreement, operates to modify, restrict or exclude any guarantees, rights or remedies you may have as a consumer under the CCA (**Non excludable Obligations**).

9.2 Except for Non-Excludable Obligations, all conditions, rights, guarantees, warranties, remedies, liabilities or any other terms implied by statute, custom or the common law that may impose liability on 1800buggies is expressly excluded under the Rental Agreement.

9.3 Except for Non-Excludable Obligations, 1800buggies maximum aggregate liability (whether before or after the expiry or termination of the Rental Agreement) for any Loss or Damage which the Hirer, its employees, contractors or agents incur or suffer, arising from, or caused or contributed to or by: 1800buggies breach of this agreement; by negligence or the negligence of, 1800buggies or its, employees, contractors or agents; a third party claim action or demand; any indemnity; statute; or in tort; or on any other basis in law or equity, is limited to the amount paid by the Hirer to rent the Vehicles under the Rental Agreement being the Rental Agreement which was in place at the time of the incident giving rise to the Loss or Damage when it is alleged to have occurred.

10. Title to Vehicles

The Hirer acknowledges that 1800buggies retains title to the Vehicles at all times and the Hirer has rights to possess the Vehicles as a mere bailee only. The Hirer does not have any right to pledge the 1800buggies credit in connection with the Vehicles and agrees not to do so. The Hirer also agrees not to, attempt, agree, offer or purport to sell, assign, sub-let, lend, pledge, mortgage let on hire or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Vehicles and not to conceal or alter the Vehicles or make any addition or alteration to, or repair of, the Vehicles.

11. No waiver

Any party's failure to exercise or enforce any rights conferred on it under this Rental Agreement will not operate as a waiver of that right. Nor will any party's waiver of any such right under the Rental Agreement at any given time, including rights to any payment, be deemed a waiver for any other time or preclude the future exercise of that right. A waiver by a party is only effective if it is in writing

12. Severability

If any term or provision of the Rental Agreement is held to be invalid or unenforceable, it is to be read down so as to be valid or enforceable or, if such reading down is not possible, severed and the





remaining terms will not be affected but will be valid and enforced to the fullest extent permitted by law.

13. Rule of Construction

In the interpretation of the Rental Agreement, no rule of construction applies to the disadvantage of the party preparing the Rental Agreement documents on the basis that it put forward the document or any part of it.

14. Governing law

The Rental Agreement will be governed by the law of Victoria and all other states of Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in states of Australia, and waives any right it might have to claim that those courts are an inconvenient forum or for any other basis.

15. Definitions

Accident means any collision between a Vehicle and any other object, include without limitation, another vehicle, or any or any other incident or occurrence that results in the Vehicle being damaged, lost or destroyed and includes a single Vehicle Accident.

Charges includes without limitation, Hire Rate Charge, Minimum Adhesive Removal Charge, Cleaning Charge, Additional Cleaning Charge, Excessively Dirty Cleaning Charge, Fuel Charge, Infringement Notice Charges, Breakdown Charges, Additional Hire Rates, Repair Charge, Credit Card Surcharge and any other applicable charges or debts owed to 1800buggies by the Hirer that 1800buggies is authorised under the Rental Agreement to charge to the Hirer.

Commencement Date means the Hire Date or the date of delivery of the Vehicles to the Hirer, whichever is earlier.

Credit Card means the credit, charge or debit card, the imprint of which or the details of which the Hirer have provided to 1800buggies when renting the Vehicle (or any other time).

Damages means any Loss, expenses, costs (including legal costs, calculated on a full indemnity basis), Reduction in Value, Repair Charges, penalty, impost, liability, loss of use, the cost of any administrative, appraisal, recovery or like services provided by or on behalf of 1800buggies, or any other financial obligation of any character (including any excess payable under relevant insurance policies) incurred by 1800buggies arising from, whether directly or indirectly, or in connection with any loss or damage to the Vehicle, (including, without limitation, the cost of repairing or replacing the Vehicle), any claim, action, suit, proceeding or demand of any third party made in respect of the Vehicle for the loss of, or loss of the use or enjoyment of, or damage to, any other vehicle, person or property caused by the Vehicle, arising from, whether directly or indirectly, or in connection with the use of the Vehicle by any person, and the loss or damage to, or otherwise in respect of any property, which 1800buggies is otherwise held to be responsible or liable (in whole or part).

Dry Hire means the hire of a vehicle with out an operator. Dry hire also means that no servicing or maintenance is included with the hire.

Excessively Dirty Vehicle means a Vehicle which, in 1800buggies reasonable opinion, requires cleaning beyond 1800buggies standard cleaning practice being, a general exterior and interior clean using regular cleaning products, water and vacuum taking no longer than 20 minutes and which does not require specialised cleaning products or third-party specialist cleaners.

GST has the same meaning as in the A New Tax System (Vehicles and Services Tax) Act 1999 (Cth).

Hirer means the party set out in the Quote and includes its substitutes, successors and assigns and any person who signs this agreement personally or as agent;

Hire Date means the date set out in the Quote.

Hire Rate means the hire rate set out in the Quote which includes GST.

Loss includes all liabilities (whether actual, contingent or prospective), Charges, debts, profits, revenue, losses, damages, costs, outgoings and expenses of whatever description.

1800buggies means Roxwood Downs Pty Ltd ACN 144 765 739 as trustee for the PB Jewson Family Trust trading as 1800buggies and its substitutes, successors and assigns and its agents;

Reduction in Value means a reduction in the value of the Vehicle as a result of damage to the vehicle which occurs during the Rental Period which will be calculated by 1800buggies being an amount equal to 1800buggies and or its appointed service agents reasonable assessment of the cost of repairing or replacing the Vehicle to its original state when hire commenced, irrespective of whether or not 1800buggies elects to ultimately repair or replace the Vehicle;

Rental Period commences on the Commencement Date, and ends on the Return Date.

Return Date means the Return Date set out in the Quote, or the date on which the Vehicles are





delivered by the Hirer or by anyone else on the Hirer's behalf to 1800buggies, whichever is earlier, or, if the Vehicles are stolen or damaged beyond repair, the date on which the insurance company confirms that it will accept that the Vehicles have been stolen or damaged beyond repair.

Vehicles means the utility vehicles, ARGO amphibious ATV's trailers, tractors, medical units, fuel trailers, and anything else in the rental fleet and any replacement for one of those Vehicles and includes all accessories and other equipment.

