



FUN RENTALS

TERMS AND CONDITIONS OF RENTAL AGREEMENT

This is an AGREEMENT between you, the CUSTOMER and the COMPANY to rent a motor VEHICLE (including tyres, tools, accessories and equipment.) The COMPANY which is renting this VEHICLE to you is Fun Rentals Pty Ltd with ABN 22 584 128 788. The CUSTOMER is identified on the other side of this agreement. The CUSTOMER is renting the vehicle from the COMPANY and you the CUSTOMER must sign this agreement. By signing this agreement, you, the CUSTOMER, are entering into a contract with the Company for the use of the COMPANY'S VEHICLE. The CUSTOMER declares and warrants that the particulars supplied by the CUSTOMER are in every respect true and correct. You are agreeing to pay on demand the rental charges referred to on the other side of this agreement. By entering into this contract you are subject to the following terms and conditions.

1. AUTHORIZED USE

- (a) Mini Moke's and motorbikes will remain within 100km of base in any direction and Honda Jazz/Smart Cabrio's and Jeeps will remain within 300km of base in any direction. (No off road driving permitted)
- (b) Scooters will remain within 30km of base in any direction. Scooters 12km radius of base - Centro to Shute Harbour only.
- (c) ONLY an AUTHORIZED DRIVER may use the VEHICLE. An AUTHORIZED DRIVER is
 - (a) You, the CUSTOMER, and/or;
 - (b) A licensed driver who has been accepted by the COMPANY as an additional driver as referred to on the other side of this agreement.
 - (c) An authorized driver must be over 21 years of age and holds a current motor vehicle drivers license valid in the place of hire for the class of motor vehicle hire.

2. PROHIBITED USE: You the CUSTOMER, agree that any VEHICLE shall not be used;

- (a) To carry persons or property for hire;
- (b) To propel or tow any vehicle, trailer or other object;
- (c) In any race, speed test or contest;
- (d) By any person who is under the influence of alcohol, intoxicants, narcotics, or other substances to an extent prohibited by law;
- (e) In the commission of any crime, or for any illegal trade or transport;
- (f) In violation of any Federal, State or Municipal law, ordinance, rule or regulation governing the use or return thereof (parking or minor violations excepted) nor remove it from the State of rental.
- (g) By anyone for whom the COMPANY has been given a false name, age, address, or other information;
- (h) In a dangerous or reckless manner;
- (i) In the carriage of volatile or flammable liquids, explosives, gases or corrosive materials.
- (j) On unconstructed or unsealed roads, "off road" or on any sand or beach. Further, for SCOOTCARS, upon designated Highways, Freeways or Motorways.

3. VEHICLE CONDITION AND RETURN

The VEHICLE is delivered to you in good operating condition. You agree to return the VEHICLE in the same condition in which you received it (except for ordinary wear and tear) to the COMPANY'S location at the place and on the date specified on the other side of this agreement, or sooner on demand by the COMPANY.

If you return the VEHICLE to an unauthorized location not specified on the other side of this agreement you will be charged one of the following:

- (1) Additional daily rate(s) plus a one-way service charge as determined by the COMPANY, or;
- (2) Additional daily rate(s) plus \$0.6 per kilometer from the unauthorized return location to the intended location identified on the other side of this agreement. You will pay to the COMPANY on demand all loss or damage to the VEHICLE regardless of the manner by which such damage was incurred, while rented under this agreement. Any total loss shall be calculated as the replacement cost of the rental vehicle plus any and all expenses.
- (3) In the event of loss or damage to the motor vehicle or damage during the CUSTOMER'S use or possession of the motor vehicle then:
 - (a) If the CUSTOMER has not breached this agreement he shall be liable to pay the amount stated on the other side of this agreement as stated under coverage.
 - (b) If the CUSTOMER has breached any terms or conditions of this agreement the CUSTOMER shall be liable to the COMPANY for the loss or damage to the motor vehicle and third party damage.
 - (c) The right to claim on the insurance subject to the terms and conditions of the motor vehicle insurance policy.
 - (d) In the event that damage is not covered or fully covered under the insurance policy the CUSTOMER agrees to indemnify the COMPANY against all claims by any party for damage suffered howsoever caused.
 - (e) The CUSTOMER accepts responsibility and liability for windscreen and tyre damage irrespective of collision damage waiver.
 - (f) You will pay to the COMPANY on demand all towing charges, claims administration charges and damages for loss of use for the vehicle while being repaired and/or out of service, loss of use shall be deemed to be the number of days the rented Vehicle is out of service multiplied by the daily rental charge set out on the other side of this agreement, the claims administration charges are based upon the damage repair valuation as follows: Damage \$0.00 to \$2,500=\$100.00, damage \$2,501 to \$5,000=\$150.00 and over=\$200.00.
- (4) The COMPANY may repossess the VEHICLE without demand at your expense at any time if it is illegally parked, is used in violation of the law or this agreement, or is apparently abandoned.
- (5) The CUSTOMER will incur a charge of \$50.00 for key loss, \$100 for helmet loss, \$50.00 for steering lock loss, \$100 for detailing fees if vehicle has been returned in an unsatisfactory condition and \$1.75 per litre for fuel if tank is not returned full (tank must be returned full with premium unleaded fuel).
- (6) A charge of \$50 will be incurred for processing any traffic or parking ticket.

4. LIABILITY INSURANCE

The Company has obtained all mandatory automobile insurance with respect to the Vehicle. The limits of Third Party Liability provided under this policy of insurance are equal to or greater than the minimum amount(s) required by law. Evidence of the insurance is available for inspection at the COMPANY'S head office. By driving this VEHICLE, The CUSTOMER AND AUTHORIZED DRIVERS are agreeing to comply and be bound by all terms, conditions, limitations and restrictions of this insurance policy, which are made a part of this agreement by reference.

5. GENERAL PROVISIONS

- (a) PAYMENT; if the CUSTOMER fails to make payments required under this agreement to the COMPANY, all expenses of collection or repossession, including court costs and reasonable lawyer fees incurred by the COMPANY in pursuing the claim against the CUSTOMER will be paid by the CUSTOMER. If the CUSTOMER had directed the COMPANY to bill charges to some other person, firm or organisation which fails to make payment promptly when due, the CUSTOMER will promptly pay the COMPANY upon demand. ALL CHARGES ARE SUBJECT TO FINAL AUDIT and resulting credits and additional charges will be made and paid by the method used in the initial transaction. 24% PER YEAR INTEREST WILL BE CHARGED ON OVERDUE ACCOUNTS.
- (b) FINES AND PENALTIES: CUSTOMER will pay all fines, penalties, forfeitures and court costs imposed for parking or traffic violations with respect to the VEHICLE while rented under this agreement. The CUSTOMER will promptly report such violations to the COMPANY and will hold the COMPANY harmless from all claims arising out of such violations.
- (c) The CUSTOMER releases and holds harmless the COMPANY (and its agents and employees) from all claims for loss or damage to his or her personal property or that of any other person, which is left or carried in or upon the VEHICLE or in or upon any other VEHICLE or premises of the COMPANY by the CUSTOMER, or by any other person, or which is received, handled or stored by the COMPANY, at any time before, during or after this rental, whether or not due to the COMPANY'S negligence or fault.
- (d) NOTICE: In addition to all requirements of an Authorized Driver under the insurance policy, an AUTHORIZED DRIVER will immediately report any accident to the COMPANY at the location where the vehicle was rented and will deliver to the COMPANY at that location every Writ, Summons, Complaint or paper of any kind received by an AUTHORIZED DRIVER in any way relating to any accident involving the VEHICLE while rented under this agreement. An AUTHORIZED DRIVER also agrees to fully co-operate with the COMPANY in the investigation and defense of any claim or lawsuit.
- (e) In no event shall The CUSTOMER and AUTHORIZED DRIVERS of the VEHICLE be or be deemed to be the agent, servant, or employee, of the COMPANY in any matter or for any purpose whatsoever.
- (f) The COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO ANY MATTER WHATSOEVER INCLUDING WITHOUT LIMITATION THE CONDITION OF THE VEHICLE AND EQUIPMENT OR FITNESS FOR ANY PARTICULAR PURPOSE.
- (g) REPAIRS; CUSTOMER shall not permit any repairs to the VEHICLE or suffer any lien to be placed upon it without COMPANY'S prior written consent. CUSTOMER shall be liable for any such repairs.
- (h) CUSTOMER authorizes COMPANY or its AGENTS to obtain credit and personal information from credit reporting agencies, credit bureaus upon execution of said agreement.
- (i) CUSTOMER LIABLE FOR ANY DAMAGES SUSTAINED TO THE VEHICLE UNTIL IT IS INSPECTED AND ACCEPTED BY THE COMPANY.

6. LOSS OF DEPOSIT / PRE-AUTHORISATION / BOND

- (a) Any of the terms or conditions of this agreement is breached.
- (b) The CUSTOMER reported or caught mistreating the motor vehicle in any way.
- (c) Motor Vehicle is driven on unconstructed or unsealed roads, "off road" or on any sand or beach. Further, for SCOOTCARS and SCOOTERS, upon designated Highways, Freeways or Motorways.
- (d) Jeep is driven on any unsealed roads, driven in 4WD or "off road" driving.

I HEREBY AUTHORISE MY BOND TO BE FORFEITED IF ANY TERMS AND CONDITIONS ARE BREACHED, INCLUDING:

SCOOTCARS to remain on sealed roads, within 12km radius of base.

SCOOTERS to remain within 50km radius of base and MOTORBIKES 150km.

MINI MOKES to be driven within 100km radius of base, gently and with care (80km max). With the exception of Cedar Creek Falls and Dingo Beach Rd's, driving on unsealed roads is NOT permitted.

All other vehicles, including JEEPS, SMART CARS and HONDA JAZZ'S, to remain on sealed roads; with the exception of Cedar Creek Falls, Dingo Beach Rd's and Cape Glauster (dry weather only). Jeeps to remain in 2WD at all times.

All other rentals, including Bicycles, Helmets, Locks, Car Seats, Snorkel/Stinger Gear & Fun Packs to be returned in same condition as hired.

INITIAL ON LINE

Vehicle Return Check-list

Part	Tick	Comments
Fuel 8/8		0 1 2 3 4 5 6 7 8
Kilometers		
Windscreen		
Hood / Roof		
Bumpers		
Lights		
Indicators		
Hubcaps / Tyres		
Doors / Sides		
Windows		
Boot		
Interior		
Bike Mudguards		
Chrome Sides		
Bike Pedals		
Other		Initial: