

Terms & Conditions

Vehicle Rental Agreement

Terms Effective 1st July 2021

Company means KTE Investments Pty Ltd, ACN 650 957 378 trading as Territory Car Hire and the person named as the **Hirer** of the Vehicle on the Territory Hire Car Rental Agreement.

1 Introduction

- (a) The **Company** is the **Owner** of the Vehicle.
- (b) **You** the **Hirer** wish to hire the Vehicle.
- (c) The **Company** has agreed to hire the Vehicle to **You**, and to permit **You** to use the Vehicle, on the Terms and Conditions set out in this agreement.

2 Who May Drive the Vehicle?

- (a) Only **You** or an Authorised Driver can drive the Vehicle. Allowing anyone who is unauthorised to drive the Vehicle constitutes a Major Breach of the Territory Car Hire Rental Contract and excludes any Authorised Driver from all entitlement to Damage Cover under these Terms and Conditions.
- (b) **You** and any Authorised Driver **must** be at least 21 years of age and have no less than 24 months driving experience. **You must** hold a valid current Australian unrestricted motor Vehicle licence for the class of Vehicle hired.
- (c) Learner drivers and provisional and probationary licence holders are not acceptable and **must** not drive the Vehicle.
- (d) The Vehicle **must** not be driven if **Your** licence or the licence of any Authorised Driver has been cancelled within 2 years of the date of the Rental Agreement.

3 Hire and Return of Vehicle

3.1 Start of the Rental

At the Start of the Rental **You must**:

- (a) collect the Vehicle at the Start Time from the pick-up location specified in the Territory Car Hire Rental Agreement.
- (b) present **Your** driver's licence and that of any Authorised Driver and permit copies of the driver's licences to be made and a copy kept by the **Company**.
- (c) agree for the **Company** to pre-authorise **Your** credit card (VISA, Mastercard only) for a Holding Deposit of \$300 as security for the Rental Charges and other fees and charges incurred during **Your** rental. (Note: \$500 holding deposit required on all Debit Cards). All payments by credit or debit card incur a payment surcharge of 1.4%. If any amount is due to the **Company** or remains unpaid, including the Damage Excess payable or the cost of items not covered by the Liability Reduction Fee **You** selected, **You** authorise the **Company** to debit **Your** credit card with that amount within a reasonable time after the End of the Rental.
- (d) inspect the Vehicle to make sure that any pre-existing damage is noted and shown in the Rental Agreement.

The Rental Agreement shows:

- (a) the Rental Period for which **You** have hired the Vehicle; and
- (b) the Rental Charges.

3.2 Cancellation

Confirmed bookings made will incur a penalty fee if cancelled. Cancellation fees will be one day car rental charges for the vehicle type booked.

3.3 Condition of Vehicle

You acknowledge and agree that:

- (a) the Vehicle is delivered to **You** in good condition and operating order (mechanically sound).

- (b) the Vehicle is in a clean and tidy condition;
- (c) with the exception of ordinary wear and tear and specific damage noted on the Existing Damage Report, the Vehicle has no damage to it.
- (d) the seal of the odometer is unbroken.

3.4 Ownership of Vehicle

You:

- (a) **must** not part with possession of the Vehicle without the written consent of the **Company**.
- (b) acknowledge the Vehicle always remains the property of the **Company** and **You** only have a right to use it under the terms of this Agreement.
- (c) **must** not, other than in accordance with this Agreement, attempt to hold Yourself out as having any power to sell, charge, lease, dispose of, encumber, or otherwise deal with the Vehicle.
- (d) **must** not place, or allow to be placed, on the Vehicle any plates or marks that are Inconsistent with the ownership of the **Company**.
- (e) **must** not part with possession of the Vehicle without the written consent of the **Company**.

3.5 End of the Rental

At the End of Rental, **You must:**

- (a) return the Vehicle:
 - (i) to the **Company**, at the location specified in the Territory Car Hire Rental Agreement.
 - (ii) in the same condition it was in at the Start of Rental, fair wear and tear excepted;
 - (iii) in a reasonable state of cleanliness;
 - (iv) return the Vehicle to the **Company** at the Return Time specified in the Territory Car Hire Rental Agreement.
- (b) pay:
 - (i) any outstanding Rental Charges, including any adjustment for extra kilometres at \$0.30 per km.
 - (ii) the cost of refuelling the Vehicle at \$2.50 per litre if the Vehicle is returned with less than the amount specified on the Rental Agreement.
 - (iii) the Damage Excess if there is Damage or Third-Party Loss as a result of an Accident or the Vehicle is stolen;
 - (iv) any costs the **Company** incurs, including extra cleaning and deodorising costs, in reinstating The Vehicle to the same condition it was in at the Start of Rental, fair wear and tear excluded;
 - (v) for all Damage, theft of the Vehicle and Third-Party Loss arising from a Major Breach of the Rental Contract;
 - (vi) for all Overhead Damage;
 - (vii) for all Underbody Damage; and
 - (viii) for any Damage caused by the immersion of the Vehicle in water.

4 Tolls, Fines and Infringements

- (a) **You** and any Authorised Driver **must** pay all tolls, speeding and traffic fines and infringements as well as any fines or charges imposed for parking or using the Vehicle or release of the Vehicle if it has been seized by a regulatory authority.
- (b) If the **Company** receives notification of any tolls, fines or infringements incurred by **You** during the Rental Period, the **Company** will nominate **You** as the responsible driver and **Your** details will be provided to the regulatory authority for the tolls, fines and infringements to be re-issued in **Your** name.

5 Prohibited Use

You and any Authorised Driver are prohibited from using the Vehicle:

- (a) whilst under the influence of drugs (illicit, non-illicit and prescribed drugs which may inhibit driving

- ability).
- (b) whilst smoking or whilst another person is smoking inside the Vehicle.
 - (c) whilst the Vehicle is damaged, unsafe or in an un-roadworthy condition.
 - (d) to commit, or while committing, any unlawful act or offence.
 - (e) to carry any animal or pet (Registered assistance animals excepted, **You** will incur an additional charge or cleaning fee for any damage caused by assistance animals).
 - (f) to move or carry any flammable, explosive or corrosive materials.
 - (g) for any illegal purpose.
 - (h) to carry or transport illegal drugs or substances.
 - (i) to propel or tow another Vehicle.
 - (j) in a dangerous or reckless manner.
 - (k) to carry passengers for hire, fare or reward or for rideshare purposes.
 - (l) to carry more than the number of passengers for which the Vehicle is licensed.

6 Permissible and Impermissible Vehicle & Authorised Areas of Use

A daily limit of 200 kilometres applies unless **You** have Our prior written approval to have this fee waived and it is noted on the Rental Agreement. For each day **You** exceed that limit **You** will incur an additional fee of thirty cents (30c) per kilometre.

The Vehicle **must** never be driven:

- (a) on an Unsealed Road unless that road is an entrance to an accommodation facility or a place of interest tourist attraction (Permissible to a maximum distance of 500 meters and provided the road is graded and well maintained and the condition of the road will not make the use of the Vehicle unsafe or expose it unreasonably to Damage.
- (b) Off-road or on a 4WD track.
- (c) on roads that are prone to flooding or are flooded.
- (d) on beaches, streams, rivers, creeks, dams and floodwaters.
- (e) on any road that is closed.
- (f) on any road where it would be unsafe to drive the Vehicle.

6.1 Authorised Areas of Use

- (a) The Vehicle may be driven as far South on the Stuart Highway to Mataranka and as far West on the Victoria Highway to Katherine Hot Springs.
- (b) The Vehicle **must** never be driven in any area outside the Darwin metropolitan area (including Palmerston and Noonamah) between sunset and sunrise.
- (c) The Vehicle **must** never be driven or used:
 - (i) on the roads to Jim Jim Falls and Twin Falls.
 - (ii) on the Kakadu Highway past Ubirr.
 - (iii) on Gunlom Falls Road.

7 Accidents & Theft

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. Promptly report the accident and all details to the Territory Car Hire's main office on **(08) 8985 1013** immediately or within 24 hours of it occurring.

- (a) Where the Vehicle is involved in an Accident **You must**:
 - (i) exchange names and addresses telephone numbers and email addresses with the other driver;
 - (ii) take the registration numbers of all vehicles involved;
 - (iii) take as many photos as is reasonable showing damage to the Vehicle and damage to any third party Vehicle or property.
 - (iv) obtain the names, addresses and phone numbers of all witnesses;

- (v) promptly report such incident in writing to the **Company** and satisfactorily and accurately complete any forms provided to **You** by the **Company** in respect of such accident and otherwise cooperate with the **Company** including giving any statement, information or assistance as may be reasonably required;
 - (vi) not make or give any offer, promise of payment, settlement, waiver, release, indemnity or Admission of liability without the prior written consent of the **Company**;
 - (vii) permit the **Company** or its insurers at its own cost to bring, defend, enforce or settle any legal proceedings against a third party; and
 - (viii) forward to the **Company** any claims or correspondence from third parties relating to the loss, damage of Vehicle within 48 hours of receipt.
- (b) If the Vehicle is stolen or if **You** or an Authorised Driver of the Vehicle has an Accident where:
- (i) any person is injured;
 - (ii) the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or
 - (iii) the other party appears to be under the influence of drugs or alcohol,
- You** or the Authorised Driver **must** also report the theft or Accident to the Police immediately.

7 Damage Cover

Damage Cover is included in the Rental Charges. 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 is Subject to:
- (i) **You** have not acted or caused any other person to act in any manner, which constitutes a Breach of this agreement.
 - (ii) **Your** payment of damage liability (in respect of each separate incident) regardless of cause/fault as specified on the Territory Car Hire Rental Agreement.
 - (iii) **Your** payment of Single Vehicle Accident Liability (in respect to each separate incident) in the event of: i. No sufficient third-party detail provided to the **Company**; ii. No other Vehicle involved in the incident, or if there is another Vehicle involved that other Vehicle was parked or unattended.
 - (iv) **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.
 - (v) **You** submitting any tests required by the police to determine the level of alcohol or drugs in **Your** blood.
 - (vi) **You** not leaving or running away from an accident without providing full particulars to all relevant parties and authorities.
 - (vii) **You** are not covered under any insurance policy covering the loss or damage in which case the **Company** shall not cover **You**.
 - (viii) **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.
 - (ix) **You** not admitting liability or making any offer or promise of settlement without the **Company's** consent.
- (b) Exclusions to Damage Cover:
- (i) Damage or Loss arising from theft where the Vehicle is left unlocked or unsecured or **You** have failed to keep the keys secure.
 - (ii) 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.
- (iii) Damage or Loss to the Vehicle caused by use of incorrect type of fuel.
 - (iv) Damage or Loss due to loading and unloading other than normal wear and tear.
 - (v) Damage or Loss where the Vehicle is totally or partially immersed in water regardless of causes.
 - (vi) Damage or loss to the interior of the Vehicle, which requires professional cleaning and/or repair regardless of cause.
 - (vii) Damage to underbody of the Vehicle regardless of cause.
 - (viii) 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.
 - (ix) 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.
 - (x) Loss of use of or consequential loss to third party property caused by **Your** use of the Vehicle regardless of fault.
 - (xi) Damage to the Vehicle and third-party property caused by **You** failing to properly secure any load or equipment to the Vehicle.
 - (xii) Damage or loss to the Vehicle while being transported or towed without the **Company's** authority.
 - (xiii) The cost of towing or salvage of the Vehicle from a remote or sparsely populated area.
 - (xiv) 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.
 - (xv) 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.

8 Your Obligations

8.1 Smoking in the Vehicle

You and any Authorised Driver **must** not smoke in the Vehicle and **You must** prevent any passenger from doing so.

8.2 Seat Belts and Restraints

You must comply with all mandatory seat belt laws and fines may be imposed by the police on any driver or passenger who does not have a seat belt properly adjusted and fastened. **You must** comply with all child restraint laws and ensure that for all children under the age of seven years the restraint has been fitted correctly according to the weight and age of the child and that the restraint is properly adjusted and fastened.

8.3 Fuel

You must only put only suitable fuel in the Vehicle (as specified by the manufacturer) and the Vehicle **must** be returned with a full tank of suitable fuel (as specified by the manufacturer).

8.4 Vehicle Security & Keys

You and any Authorised Driver **must** make sure that the Vehicle is locked when not in use or Unattended and the keys or remote control device **must** be kept in **Your** possession, or that of any Authorised Driver, at all times.

8.5 Vehicle Faults

If the Vehicle develops a fault during the Rental Period, **You must** inform **Company** immediately and not drive the Vehicle unless the **Company** have authorised **You** to do so.

8.6 Repairs & Breakdowns

24-hour roadside assistance is provided and in the event that **You** require assistance **You must** contact the **Company** on **(08) 8985 1013** to arrange that assistance. Provided there has not been a Major Breach as per the Rental Agreement, the **Company** will supply all practical assistance as soon as practicable.

- (a) **You must** not let anyone else repair or work on the Vehicle or towing or salvage of it without the **Company's** prior written authority to do so. **You must** not let anyone perform repair works, towing, or salvaging of the Vehicle unless this has been authorised by the **Company**.
- (b) Where the **Company** have given **You** prior authority to repair the Vehicle **You must** keep and produce to the **Company** the original tax invoices and receipts for any repairs, towing or salvage and **You** will be reimbursed only if these expenses have been authorised by the **Company**. Any entitlement to reimbursement is subject to there being no Major Breach of the Rental Contract.

8.7 Extensions

- (a) **You** shall notify the **Company** and obtain its authorisation for extension of hiring period beyond the due in date and time specified in the Rental Agreement. Such notification **must** be done PRIOR TO the due in date and time.
- (b) 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 \$250.00. As part of repossession process the **Company** may also report the vehicle as stolen.

9 General Provisions

- 1. The **Company** reserves the right to refuse a replacement vehicle and/or hire of another vehicle to **You** following any accident or incident.
- 2. **You** shall release and indemnify the **Company** and its agents and employees from all claims for loss or Damage 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.
- 3. 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.
- 4. 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.
- 5. 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.
- 6. **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. The **Company** may fit a GPS Device to the Vehicle to enable the **Company** to track the Vehicle while it is out of Our possession. When **You** sign and agree to the Terms and Conditions **You** authorise the **Company** to use the GPS Device to track the Vehicle until it is returned to the **Company**.
- 8. **Your** rights set out in this Agreement are in addition to **Your** rights as a consumer under relevant legislation, including the Australian Consumer Law. **Your** rights under the Australian Consumer Law are not excluded, restricted or modified by this Agreement.
Subject to the Australian Consumer Law, if a breakdown does occur, the **Company** is not responsible for:
 - a. flights **You** have missed;
 - b. holiday plans that are disrupted;
 - c. loss of enjoyment; or
 - d. consequential or economic loss
- 9. The **Company** will provide a vehicle in the category **You** have selected but this does not guarantee make and model of the vehicle.
- 10. If the Vehicle breaks down during the Rental Period, the **Company** will recover and repair the Vehicle as soon as possible. If the Vehicle cannot be repaired, the **Company** will use their best endeavours to provide a replacement Vehicle where one is available.
- 11. If the Vehicle is stolen during the Rental Period, the **Company** will use their best endeavours to provide a replacement Vehicle where one is available.
- 12. The **Company** reserves the right to take possession of the vehicle without notice at **Your** expense should

any of the following occur:

- (i) The vehicle is illegally parked;
- (ii) The vehicle is used in violation of the law and/or of this agreement;
- (iii) The vehicle is apparently abandoned.