

# SHOP NAME AND DETAILS



## RELIEF VEHICLE RENTAL SERVICE AGREEMENT

These terms and conditions form an agreement (*Agreement*) between **NAME OF PANEL REPAIR SHOP (Operator)** and **\_\_\_\_\_ (Hirer)**. The Hirer agrees to be bound by and accepts the terms and conditions of hire as set out in this Agreement, and acknowledges and declares that he or she is, and any driver of the vehicle will be, at least 21 years of age, and has read and fully understands this agreement.

### 1. The Parties :

**Operator :** NAME AND ADDRESS

Transport Service License Number of Operator : \_\_\_\_\_

Contact : \_\_\_\_\_

**Hirer :** Full name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Contact No.: Home \_\_\_\_\_

Work \_\_\_\_\_ Mobile \_\_\_\_\_

Drivers License No.: \_\_\_\_\_

License Expiry: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

### 2. The Vehicle : Make and Model: \_\_\_\_\_

Vehicle Registration No.: \_\_\_\_\_

Odometer reading at commencement: \_\_\_\_\_

Odometer reading on return: \_\_\_\_\_

### 3. The Term of the Hire : \_\_\_\_\_ Date and time of commencement of vehicle hire \_\_\_\_\_

The vehicle must be returned to the rental service Operator within 24 hours of notification that the Hirer's own vehicle is ready for pickup.

The place or places to which the vehicle is to be returned: *Nominate* :

- \_\_\_\_\_, or
- Operator agrees to collect the vehicle from the following nominated address hire \_\_\_\_\_

### 4. Authorised Drivers :

**The vehicle may be driven during the period of hire only by the Hirer and any persons listed below as an additional authorised driver as shown in Clause 12. Please note all named drivers must hold a current full drivers license.**

### 5. Hire Charges : Rate of \$ \_\_\_\_\_ plus GST per day or part day. Each hire day will consist of a consecutive 24 hour period starting at the hire start time. The Hirer must return the vehicle by 5pm on the day after notification that their repaired vehicle is ready to collect or he/she will be liable to pay the hire charge for each additional day of hire of the vehicle. Any additional days will be charged at twice the standard hire charge referred to above.

*Hirer to initial*

The Hirer will pay for all petrol or other fuel (but not oil) used in the vehicle during the term of hire. If the Hirer chooses not to refuel the car prior to returning the vehicle, the Operator will refuel the vehicle and charge the Hirer for such fuel.

The Hirer will pay all toll road and toll bridge charges for the vehicle during the term of hire.

The Hirer will be liable to pay for all costs of enforcement and collection in relation to this agreement incurred by the Operator (including the Operator's legal costs as between solicitor and client of and incidental to the enforcement or the intended enforcement of the Operator's rights, remedies and powers under this agreement).

### 6. Hirer's Obligations and Restrictions :

The Operator will supply the vehicle in a safe and roadworthy condition and will, during the term of the hire, be responsible for all costs of running the vehicle other than those costs payable by the Hirer under this agreement.

The Hirer will ensure that all reasonable care is taken in handling and parking the vehicle and that it is left securely locked when not in use.

The Vehicle is not to be used outside a radius of \_\_\_\_\_ kilometres from the Operator's workshop without written permission.

The Hirer will not drive the vehicle off road. For the purposes of this clause 'off road' will include but not be limited to any beach, dirt track or river bed.

The Hirer will ensure that the water in the radiator and battery and the oil and coolant in the vehicle are maintained at the proper levels and that the tyres are maintained at the proper pressure.

If any warning light in the vehicle is activated, the Hirer must refer to the Operator.

If the vehicle is damaged in any way the Hirer must, as soon as practicable, advise the Operator.

### 7. Accidents and Vehicle Repairs :

Where there is an accident involving the vehicle or the vehicle breaks down or needs repair, the Hirer must telephone the Operator on \_\_\_\_\_

The Hirer will not arrange or undertake any repairs or salvage without the authority of the Operator, except to the extent that the repairs or salvage with respect to the vehicle are necessary to prevent further damage to the vehicle or to other property.

Subject to the above, where there is an accident involving the vehicle or the vehicle breaks down or needs repair, the Operator will provide a replacement hire vehicle (which may or may not be the same make or class as the vehicle) to the Hirer within a reasonable timeframe, taking into account the availability of other rental vehicles. The Operator may, at its sole discretion, and without incurring any liability to the Hirer elect not to provide a replacement vehicle to the Hirer and cancel this agreement.

The Hirer will ensure that no person will interfere with the distance recorder or speedometer or except in any emergency, any part of the engine, transmission, braking or suspension systems of the vehicle.

Any motor vehicle which the Operator is repairing for the Hirer will be held by the Operator as security until all damage to the Operator's motor vehicle has been paid for. The Hirer grants a security interest in the said motor vehicle for this purpose.

**8. Insurance :** Insurance cover is provided by the Operator for the vehicle but the Hirer may make his or her own insurance arrangement provided that they are first approved by the Operator.

Tick here if opting out of using the Operator's insurance.

If the Operator, in its sole discretion, is not satisfied that the Hirer's insurance arrangements are comparable with the Operator's insurance cover, the Operator may decline to hire the vehicle to the Hirer.

The Operator's insurance cover is included in the hire charge. In the case of an accident the Hirer is liable for \$ \_\_\_\_\_ (+ underage if applicable) excess or if damage is less than the excess the Hirer is liable for the value of repairs to the Vehicle.

If the Hirer elects to use the Operator's insurance, the Hirer or any person described as the driver or authorised person will, subject to the exclusions set out in this agreement, be indemnified in respect of any liability he or she might have to the owner in respect of any uninsured loss.

The indemnity referred to above will not apply when :

- (a) the driver of the vehicle is under the influence of alcohol or any drug that affects his or her ability to drive the vehicle
- (b) the vehicle is in an unsafe or unroadworthy condition, such condition arising during the course of the hire, that caused or contributed to the damage or loss, and the Hirer or driver was aware or ought to have been aware of the unsafe or unroadworthy condition of the vehicle.
- (c) the vehicle is operated in any race, speed test, rally or contest or any practice run prior to such an event
- (d) the vehicle is driven by any person who at the time he or she drives the vehicle is disqualified from holding a driver's license appropriate for that vehicle or is otherwise an unlicensed person.
- (e) the vehicle is willfully or recklessly damaged by the Hirer or any other person described as the driver or in an authorised drivers list, or driving the vehicle under the authority of the Hirer, or is lost as a result of the willful or reckless behaviour of the Hirer or any such person
- (f) the driver is convicted of a traffic offence while driving the vehicle
- (g) any type or grade of fuel or any other substance that is not specified as appropriate for the vehicle by the owner or the manufacturer of the vehicle is injected or placed into the fuel tank of the vehicle.

**Accepted :** \_\_\_\_\_

**9. Cancellation of Hire Agreement :** The Operator will have the right to cancel the Hire agreement and take immediate possession of the vehicle if the Hirer fails to comply with any of the terms of this agreement or if the vehicle is damaged.

Cancellation of the hire agreement will be without prejudice to the rights and obligations of the Operator and the Hirer under this agreement or otherwise. In particular, the Hirer will remain liable for all hire and additional charges payable under this agreement.

**10. Hirer's Liability for Use of Vehicle :** The Hirer of the vehicle must not use or allow the vehicle to be used for the transport of passengers for hire or reward.

**11. Hirer's Liability for Infringement Fees :** The Hirer authorises the Operator to debit the Hirer's credit card for any fines or charges for traffic offences committed during the term of hire, including speeding offences, failure to comply with directions given by a traffic signal, toll offences and parking fines. The Operator may also charge an administration fee of \$25 plus GST in addition to the traffic offence charges.

The Hirer is advised that should the Operator decide to debit his or her credit card for a traffic infringement the Hirer has the right to :

- (a) receive a copy of the infringement notice and any reminder notice as soon as practicable after it is received by the Operator.
- (b) challenge, complain about, query or object to the alleged offence to the authority that issues the infringement notice; seek a court hearing (within 56 days from the date of issue of the infringement notice or 28 days from the date of issue of the reminder notice) and
- (c) dispute the matter with the credit card issuer.

**12. Additional Authorised Drivers :**

Full names and details of other persons who are permitted to drive the vehicle :

Full name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Contact No.: Home \_\_\_\_\_

Work \_\_\_\_\_ Mobile \_\_\_\_\_

Drivers License No.: \_\_\_\_\_

License Expiry: \_\_\_\_\_

Full name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Contact No.: Home \_\_\_\_\_

Work \_\_\_\_\_ Mobile \_\_\_\_\_

Drivers License No.: \_\_\_\_\_

License Expiry: \_\_\_\_\_

**NOTICE TO HIRER : A COPY OF THIS AGREEMENT MUST BE KEPT IN THE VEHICLE THROUGHOUT THE TERM OF THE HIRE AND PRODUCED WITHOUT DELAY FOR INSPECTION ON DEMAND BY AN ENFORCEMENT OFFICER.**

**By signing this agreement the Hirer agrees to be bound by the terms and conditions contained in this agreement and acknowledges that he/she has been notified of the contents of this agreement.**

**Accepted** .....

**Date** .....