

Car Rental Agreement Number:

1. Parties: This agreement sets out the terms and conditions of the Car Rental Agreement dated _____ entered into between Apex Car Rentals Australia Pty Limited (Apex) and the hirer.

entered into between Apex Car

Apex	The hirer
Apex Car Rentals Australia Pty Ltd. ACN 150 160 955 400 Nudgee Road, Brisbane, QLD, Australia	

2. Vehicle description: Apex will let and the hirer will take on hire This and any replacement vehicle provided is hereinafter referred to as "the vehicle".

3. Authorised Drivers: Only those persons named in this clause shall be permitted to drive any of the vehicles supplied under this agreement, and then only if those persons hold a current full (non-probationary) drivers licence appropriate for the vehicle at the time that they are driving the vehicle. The minimum age for drivers is 21 years.

Full names of authorised drivers	Drivers licence number	Expiry date	Issuing jurisdiction	Signature

4. Term of the hire and vehicle hire charges: All rates include GST and standard loss or damage cover (refer to clause 12).

Start place	Start time and date	End place	End time and date	Days	Daily rate	Optional cover	Total charge
total vehicle hire charges (incl gst)							

The hire will terminate when the vehicle is returned to

The vehicle may not be driven outside the area shown in Fig 1 overleaf.

After hours pick up or return is by prior arrangement only. An After hours fee of _____ applies.

Unauthorised late return will attract a surcharge of \$20 per hour (up to 4 hours) and \$80 per day thereafter in addition to the daily rate. Please phone us if you wish to extend, and if this is possible we will always oblige. Vehicle hire charges are non-refundable and non-transferable. In the event that the hirer cancels or voids the agreement, or returns the vehicle earlier than stated in the agreement, no refund applies.

5. Other products and services. Apex agrees to arrange and the Hirer agrees to purchase the following other products and services.

Reference number	Description of service	Quantity	Unit rate	Total charges
subtotal				
total				

6. Total charges for vehicle hire and other products and services

The hirer is responsible for correct fitting and use of accessories. The hirer is absolutely liable for the full replacement cost up to \$200 per item in the event that any of these accessories are lost, stolen or damaged.

7. Acceptance The hirer agrees to be bound by all of the terms and conditions of this agreement including clauses 8 to 22 attached.

The hirer acknowledges that he or she is absolutely liable in respect of the first _____ of any damage (see clause 13) irrespective of fault. Refer to clause 14 for optional coverage conditions.

Apex	The hirer	Credit card details
For Apex Car Rentals Australia Pty Ltd.	Do not sign unless you understand its effect.	

The hirer agrees that they have presented the above card as a bond for this agreement and that Apex is irrevocably authorised to charge any actual or consequential liability arising out of this agreement to this card. The hirer's attention is drawn to clauses 12 to 19

8 Use of the vehicle

8.1 The hirer must not use or allow the vehicle to be used for the transport of passengers for hire or reward.

8.2 The hirer must not:

- (a) Sublet or hire the vehicle to any other person;
- (b) Allow the vehicle to be operated outside his or her authority;
- (c) Operate the vehicle or allow it to be operated in a race, speed test, rally, or contest;
- (d) Operate the vehicle or allow it to be operated in breach of any Act, regulations, rules, or bylaws relating to road traffic;
- (e) Operate the vehicle or allow it to be operated for the transport of a number of passengers in excess of the number of seatbelts;
- (f) Drive or allow the vehicle to be driven by any person, if at the time of driving, the driver is not the holder of a current full (non-probationary) driver licence appropriate for the vehicle;
- (g) Operate the vehicle, or allow it to be operated to tow or propel any other vehicle.
- (h) Operate the vehicle or allow it to be operated outside the area of use as defined in this agreement (Please refer to Fig 1).

8.3 The hirer shall ensure that a copy of this agreement is:

- (a) Kept in the vehicle throughout the term of the hire; and
- (b) Produced without delay for inspection on demand by an enforcement officer.

9 The hirer's obligations

The hirer shall ensure that:

- (a) All reasonable care is taken when driving and parking the vehicle;
- (b) The vehicle is locked and secure at all times when it is not in use;
- (c) No person interferes with any part of the engine, transmission, braking or suspension systems;
- (d) No person smokes inside the vehicle.

10 Activation of warning lights, breakdown and mechanical repairs

10.1 If any warning light is activated or if the vehicle requires mechanical attention the driver must stop driving and contact either Apex or 24 hour Roadside Assistance.

10.2 The hirer shall not arrange or undertake any repairs or salvage without Apex's prior authority except to the extent that repairs or salvage are necessary to prevent further damage to the vehicle or to other property. Repairs will be approved and reimbursement, where applicable, will be granted provided the hirer was not responsible for the damage. In all cases receipts must be submitted for any repair. Please also refer to the information printed on the Apex additional information sheet supplied with this agreement for procedures relating to tyres and breakdowns.

10.3 If the vehicle becomes unfit to drive due to a breakdown that was not the fault of the hirer, Apex will refund to the hirer the rental charges that relate to the period during which the car could not be used. Apex undertakes to arrange repair or replacement with another Apex vehicle as soon as practicable.

10.4 Apex gives no express warranties in relation to the vehicle. Certain conditions and warranties are imported by statute, whether Commonwealth or State, which cannot be excluded, restricted or modified, such as those under the Trade Practices Act 1974. Where Apex is permitted to limit its liability under those statutes for breach of any implied condition or warranty, Apex limits its liability to replacement, repair or re-supply of the vehicle. All warranties, conditions and obligations which may otherwise be implied are expressly excluded by this agreement in their entirety.

11 Accidents

11.1 In the event of an accident the hirer shall:

- (a) Notify Apex of the full circumstances as soon as practical;
- (b) Notify the Australian Police if the accident involves injury;
- (c) Record full details of all parties, witnesses to and vehicles involved in the accident;
- (d) If possible, prepare a written statement of the facts signed by all parties. If agreement can not be reached, obtain a copy of the Police report;

11.2 In the event of an accident the hirer shall not:

- (a) Make any admission of liability;
- (b) Arrange or undertake any repairs or salvage without Apex's prior authority except to the extent that repairs or salvage are necessary to prevent further damage to the vehicle or to other property.

11.3 In the event that an accident renders the vehicle unfit to drive, Apex will make no refund for the unused hire period (including optional cover payment if applicable) and the provision of a replacement vehicle shall be at Apex's sole discretion. Apex shall not be responsible for the cost of transporting the hirer and any accompanying passengers away from the accident location. In the event that Apex decides to offer the hirer an alternative vehicle, the vehicle shall be made available at an Apex branch, not delivered to the accident location. Apex reserves the right to provide the replacement vehicle subject to an increased hirer's liability and/or to decline to offer optional cover for the replacement vehicle.

12 Loss or Damage Cover

12.1 Subject to the exclusions in clause 12.3 and 12.4, the hirer and any authorised driver named in this agreement is fully indemnified in respect of any liability he or she might have to Apex in respect of the loss of or damage to the vehicle and its accessories and spare parts and any consequential loss of revenue or other expenses of Apex including towing and salvage costs associated with the recovery of the vehicle and its accessories and spare parts.

12.2 Subject to the exclusions in clause 12.3 and 12.4, the hirer and any authorised driver named in this agreement is indemnified to the extent of \$2,000,000 in respect of any liability he or she might have for damage to any property (including injury to any animal) belonging to any other person and arising out of the use of the vehicle. This indemnity does not apply to any property being transported in the vehicle at the time of the accident.

12.3 Exclusions.

The indemnities above shall not apply where the damage, injury or loss arises 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 that arose during the course of the hire and 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 contravention of clause 8.1 or 8.2 of this agreement;
- (d) The vehicle is driven by any person not named in clause 3 of this agreement;
- (e) The vehicle including its accessories and spare parts is wilfully or recklessly damaged by the hirer or any other person named in clause 3 of the agreement or driving the vehicle under the authority of the hirer, or is lost as a result of wilful or reckless behaviour of the hirer or any such person;
- (f) The vehicle is operated off-road or on any beach;
- (g) The vehicle including its accessories and spare parts is damaged as a result of submersion in water, including crossing creeks, rivers or flooded fords.
- (h) The vehicle is operated outside the term of the hire;
- (i) The vehicle including its accessories and spare parts is damaged as a result of incorrect fitting or use of snow chains or ski/snowboard racks or bicycle racks;
- (j) The vehicle including its accessories and spare parts is damaged by any item carried inside or outside the vehicle, such as a surfboard or bicycle;
- (k) The vehicle is operated outside the prescribed area of use.

12.4 The indemnities in clauses 12.1 and 12.2 shall not apply to the amount of the hirer's liability for damage specified in clause 7.

13 Hirer's liability for damage

13.1 The hirer is absolutely liable for any damage up to the amount specified in clause 7 irrespective of fault. In this context damage includes:

- (a) Any and all damage to the vehicle including windscreens, tyres, break-in or vandalism, theft, fire, towing and recovery costs.
- (b) Damage to third party property;
- (c) Loss of use of the vehicle by Apex during the period the vehicle is off fleet for repair. This period is charged at the daily rental rate for the vehicle shown in clause 4.

13.2 The hirer's liability for damage applies in respect of each separate accident or incident, not each rental.

14 Optional Cover

14.1 Optional cover reduces the hirer's liability for damage under clause 13 subject to the following conditions and exclusions. Optional cover does not cover damage or loss associated with:

- (a) Any of the circumstances detailed in clause 12.3;
- (b) Cost of recovering a car that has become bogged or immovable;
- (c) Cost of replacement of lost or stolen car keys;
- (d) Cost associated with the incorrect use of or contamination of fuel (diesel or petrol);
- (e) Cost of repair or replacement of other products detailed in clause 5;
- (f) Costs arising under clause 15.

14.2 In the event that the vehicle is replaced under clause 11.3, Optional cover is not transferable to the replacement vehicle.

15 Hirer's liability for cleaning charges

15.1 If the vehicle is returned in an excessively dirty condition that requires extraordinary cleaning or de-odorising, the hirer is absolutely liable for the full cost of this cleaning or repair and any consequent loss of use of the vehicle. Such charges include but are not limited to cleaning of:

- (a) Spillage of fluids such as drinks, milk, oil, paint, etc.;
- (b) Perishable food;
- (c) Removal of hair, stains and odours due to animals in the vehicle;
- (d) Fish and associated smells;
- (e) Vomit;
- (f) Cigarette/cigar smoke smells.

16 Petrol and other fuel

16.1 The hirer is responsible for the cost of fuel used during the hire.

16.2 In the event that the vehicle is returned with less than a full tank a \$25 refuelling surcharge applies. The hirer is absolutely liable for the cost to refuel the vehicle and the refuelling surcharge.

17 Return of the vehicle and termination of the hire

17.1 The hirer shall, at or before the expiry of the term of hire, return the vehicle (including car keys) to the location specified in clause 4 of the agreement, or obtain Apex's consent to the continuation of the hire. Changes to the return date and time and/or return branch are subject to vehicle availability and may not always be possible.

17.2 If the vehicle is returned to a different location than that specified in clause 4 without Apex's prior consent an additional fee of up to \$2000 may be charged at Apex's sole discretion.

17.3 Apex shall have the right to terminate the agreement and repossess the vehicle (and for that purpose enter any premises and remove the vehicle) at any time, without notification to the hirer, and the hirer will pay reasonable costs of repossessing the vehicle, including towing charges, in any of the following circumstances:

- (a) The hirer is in breach of any material term of this agreement;
- (b) The hirer has obtained the vehicle through fraud or misrepresentation;
- (c) The payment for the rental is in arrears;
- (d) The vehicle appears to be abandoned;
- (e) The vehicle is not returned on the agreed return date;
- (f) The vehicle is damaged;

(g) Apex considers, on reasonable grounds, that the vehicle is endangered. In the event of such termination or repossession the hirer has no right to a refund of any part of the rental charges. The termination of the hire under this clause shall be without prejudice to the other rights of Apex under this agreement or otherwise.

18 Calculation of charges

18.1 Apex calculates rental days as the number of consecutive 24-hour periods starting at the earlier of the time the rental was booked to start or the actual start time and finishing at the later of time the rental was booked to finish or the actual finish time. An extra day is charged after allowing a grace period of 1 hour and 59 minutes. Notwithstanding this, clause 4 applies in the case of unauthorised late return.

18.2 Extensions authorised by Apex are charged at the same daily rate as the original rental.

18.3 All transactions under this agreement are calculated in Australian dollars. Due to exchange rate fluctuations and bank charges there may be variance between amounts charged and amounts refunded to the hirer's credit card. Apex accepts no liability for any such variations.

19 Tolls and infringement fees

19.1 In the event that Apex receives an Unpaid Toll Notice relating to the period the vehicle was on hire, an administration fee of \$40.00 will be charged in addition to the toll fee.

19.2 In the event that Apex receives notice of a speeding, parking or other traffic infringement relating to the period the vehicle was on hire, Apex will complete a statutory declaration nominating the hirer as the driver of the vehicle and an administration fee of \$40.00 will be charged.

20 Release and indemnity of Apex

20.1 The hirer releases Apex and its employees and agents from any liability to the hirer, for any loss or damage incurred by the hirer by reason of rental, possession or use of the vehicle.

20.2 The hirer hereby indemnifies and shall keep indemnified Apex and its employees and agents against any claims, demands and expenses (including legal costs) incurred or sustained by the hirer by reason of the hirer's use and/or possession of the vehicle.

20.3 The hirer acknowledges that Apex relies on the truth of the hirer's representations in this agreement.

21 Personal injury, personal property and storage of property

21.1 Apex recommends that all people travelling in Australia take out Personal Travel Insurance. Apex does not accept any liability for:

- (a) Personal injuries sustained during the rental;
- (b) Damage or loss of the hirer's personal property;
- (c) Property belonging to any other person which is carried in the vehicle.

21.2 In the event that the hirer or any other person leaves any property with Apex for any reason this is entirely at that person's own risk and Apex will not accept any liability for damage or loss for any reason whatsoever.

22 Claims against third parties

22.1 Apex is not responsible for pursuing any claims the hirer may have against third parties for any damage or loss including the hirer's liability paid to Apex. Apex will provide an invoice for any amount paid to Apex by the hirer. Apex does not undertake to provide repair quotes, police reports, photographs or any other information to the hirer or any other party.

22.2 In the event that the hirer believes that their credit card issuer will cover the hirer's liability or any other amount due under the terms of this agreement, the hirer will pay the sum directly to Apex and Apex will provide an invoice for the sum paid. Apex does not undertake to provide repair quotes, police reports, photographs or any other information to the hirer or credit card issuer.