

# Terms and Conditions of Agreement

## 1. WARRANTY BY HIRER

The Hirer Warrants That :

- (a) The Driver of the Vehicle
  - (i) has attained the age of twenty-one (21) years of age, and
  - (ii) has not been convicted of any offence relating to driving a motor vehicle under the influence of liquor or drugs or driving with a blood alcohol content equal to or greater than the percentage from time to time constituting an offence at Law,
  - (iii) has not been refused motor vehicle insurance; and
  - (iv) holds a current motor vehicle Driver's Licence valid on Norfolk Island and valid for the class of vehicle hired.
- (b) all particulars shown on the face hereof relating to the Driver and Hirer are correct. The Hirer acknowledges that it is upon reliance on the truth of the above representations and those on the face hereof that Advance Hire Cars enters into this agreement.

## 2. WARRANTY BY PERSON OR PERSONS SIGNING THIS AGREEMENT

Any person who signs this agreement on behalf of the Hirer warrants that for all purposes of this agreement he is the duly authorised agent of the Hirer and if such person is not the duly authorised agent of the Hirer then in consideration of Advance Hire Cars permitting him to drive the vehicle he shall be deemed to be the Hirer and to be bound by all of the Terms and Conditions of this agreement.

## 3. CONDITION AND OWNERSHIP

The Hirer acknowledges that the vehicle (which expression includes all fittings, accessories and equipment) is the property of Advance Hire Cars and that he has received it in good order and condition.

## 4. UNDERTAKING BY THE HIRER

The Hirer agrees and undertakes that :-

- (a) the vehicle will not be driven by any person other than the Hirer;
- (b) neither the Hirer nor the nominated driver will drive the vehicle under the influence of intoxicating liquor or drugs;
- (c) the Hirer has held a current motor vehicle Driver's Licence for more than one year;
- (d) the vehicle will not be used for any illegal purpose, in any race, speed test, or contest or to propel or tow any vehicle or trailer or be driven whilst it is in an unsafe condition or carry a great number of passengers and/or convey any load in excess of that for which the vehicle was constructed;
- (e) that the vehicle will not be used for conveyance of passengers for reward;
- (f) the Hirer will not breach any warranty made by him herein;
- (g) the Hirer agrees to return the vehicle to Advance Hire Cars and make proper arrangements for its safety and that the vehicle will not be driven in water or on any other than a good surfaced formed road;
- (h) the Hirer will report in writing to Advance Hire Cars within Twenty Four (24) hours after the event of any accident or incident which results in damage to or loss of the vehicle or which might give rise to any claim by any person against Advance Hire Cars or the Hirer for injuries or damage to persons or property in any way arising out of the use or possession of the vehicle by the Hirer;
- (i) the Hirer will complete and provide to Advance Hire Cars within a reasonable time after request therefore such statements, information and assistance as Advance Hire Cars may reasonably require in respect of any event involving damage to the vehicle or damage to the property of any person or injury to any person. The Hirer will also notify the licenced insurer in writing of all incidents involving personal injury to third parties and will indemnify Advance Hire Cars in the event of his failure to do so;
- (j) the Hirer agrees that he will not without the written consent of Advance Hire Cars, make or give any offer, promise, payment, settlement, indemnity or admission of liability in respect of any accident, damage, to the vehicle or to the property of any third person or otherwise in any default of any of which events the Hirer agrees to be liable to Advance Hire Cars for the full amount of the damage to the vehicle and to the damage to third parties;
- (k) the Hirer will not use the vehicle for any purpose unsuitable to that vehicle.

## 5. RE-POSSESSION AND RETURN OF VEHICLE.

Advance Hire Cars may terminate this agreement and without notice re-possess the vehicle in the following circumstances -

- (a) (i) any breach of any term, condition or warranty contained in this agreement;
- (ii) Advance Hire Cars considers on reasonable grounds that the conduct of the Hirer is likely to affect prejudicially Advance Hire Cars interest in or the conditions of the vehicle, or
- (iii) any breach of warranties by the Hirer and may retain all sums paid by the Hirer, without prejudice to any further rights of Advance Hire Cars in respect of any breach or default by the Hirer.
- (b) the Hirer undertakes that the vehicle will be returned to Advance Hire Cars at the place, date and time specified on the face hereof or during any extension of time authorised by Advance Hire Cars on the face hereof and in the same condition as received subject to :-
  - (i) normal wear and tear, or
  - (ii) breakdown of or defect in the vehicle not due to any act or omission of the Hirer.

## 6. HIRER'S LIABILITY FOR THIRD PARTY PROPERTY DAMAGE.

Advance Hire Cars undertakes to the Hirer that it has arranged a policy of motor vehicle insurance for an amount not exceeding Two Hundred Thousand Dollars \$200,000 to the benefit of any Hirer who has elected to pay the damage cover fee, to cover the liability of the Hirer in respect of all damage to properties of third parties (other than property owned by the Hirer or by any member of his family or property in the physical or legal custody or control of the Hirer) arising out of the use of the vehicle and subject always to the terms and conditions of such policy which is available on request, provided however that no such insurance will have been arranged in any of the following circumstances:

- (a) where the Hirer is otherwise entitled to indemnity under any other policy of insurance;
- (b) in circumstances where the Hirer would be liable to Advance Hire Cars for damage to the vehicle by reason of any breach of warranty or condition contained herein;
- (c) where the vehicle is an articulated vehicle or part thereof, or, where with or without the consent of Advance Hire Cars, the vehicle is used by the Hirer for the carriage of inflammable liquids, gases or solids having a true flashpoint of less than 73 degrees fahrenheit or of any goods, materials or substances of any explosive or corrosive nature the Hirer agrees and understands that in any of the foregoing events the owner will not have arranged any third party property insurance on behalf of the Hirer whatever.

## 7. ADVANCE HIRE CARS LIABILITY.

Advance Hire Cars shall not be liable to the Hirer for damage or loss caused by mechanical breakdown, theft or loss of property.

## 8. HIRER'S INDEMNITY.

The Hirer hereby indemnifies Advance Hire Cars in respect of all claims, demands and action brought against Advance Hire Cars in respect of any loss or damage sustained by reason of mechanical breakdown, theft or loss of property during hire or after return of the vehicle to Advance Hire Cars. The Hirer also indemnifies Advance Hire Cars against fines, penalties claimed by the authorities for offences committed by the Hirer.

## 9. CLEANLINESS OF VEHICLES.

Advance Hire Cars reserves the right to charge cleaning fees for vehicles returned from hire (i) very sandy, (ii) very dirty, (iii) smelling of fish.

## 10. DAMAGE TO THE VEHICLE

- (a) The Hirer will not be liable for damage to the Advance Hire Car where the vehicle has been stolen and it is consequently driven by a third party without the consent or connivance of the Hirer.
- (b) The Hirer agrees that he shall be liable to Advance Hire Cars for all damages to the vehicle (subject to Clause 9a) during the period of hire. However, if the Hirer elects to pay the damage cover fee current as per Advance Hire Cars current letting charges, then unless there has been a breach by the Hirer of any term, condition of warranty contained in this agreement in which case the whole of the damage will be the responsibility of the Hirer whether he has paid the damage cover fee or not, then in the absence of such breach the Hirer will not be liable to Advance Hire Cars for any damage in excess of \$600 except where in breach of Clause 4 hereof.
- (c) Advance Hire Cars may appoint an independent assessor to assess the amount of any such damage and such assessor shall certify the amount of such assessment and the assessment of damage so made shall be final and binding on Advance Hire Cars and the Hirer.

## 11. PAYMENT OF CHARGES

The Hirer will pay Advance Hire Cars on completion of the hiring period or on demand by Advance Hire Cars the following :-

- (i) The Hire charge at the rate in force at the time of hire or as otherwise agreed in writing between Advance Hire Cars and the Hirer.
- (ii) Any charges for petrol, pick-up or drop-off service.
- (iii) A sum equal to the value of any tyres, tools, accessories or equipment lost or stolen during the hire period.

## 12. INTERPRETATION

In this agreement unless the contrary intention appears, Advance Hire Cars includes its successors, servants and/or its agents:-

"Damage to the Vehicle" shall mean and include loss of and all damages to the vehicle and loss of and all damage to tyres (including spares) tools, accessories and equipment attached to or installed in the vehicle at the time of delivery to the Hirer and any costs or outgoings arising therefrom or in connection with the period of hire.

"The Hirer" shall include :-

- (i) Any person who signs this agreement including the Joint Hirer whether on his own behalf or on behalf of any other person, company, corporation or government department;
- (ii) any person shown on the front hereof as the Hirer or Joint Hirer.

Words importing the masculine gender shall also include feminine gender and the neuter gender and words importing the singular shall include the plural.

Headings of clauses are inserted for guidance only and in construction or interpretation of this agreement shall not be deemed to form any part of the context. In the case of Joint Hires the Hirers shall be jointly and severally liable in respect of this agreement.