



RENTAL AGREEMENT No.

CAR REGO:.....
COLOUR.....

Driver 1 Profile (copy of driver's license)

NAME:.....

ADDRESS:.....

EMAIL:.....

Driver 2 Profile (copy of driver's license)

NAME:.....

ADDRESS:.....

EMAIL:.....

START DETAILS

Start Date:	
Start Time:	
Start Location:	

RETURN DETAILS

Return Date:	
Return Time:	
Return Location:	

Number of Hire Days/Hours:

PAYMENT DETAILS

Cash
 Direct Deposit
 Credit Card Exp Date:...../...../..... CCV:.....

Itemised Charges	QTY	No of days	Rate	Total
Rental Car Hire (direct bookings only)				
Others - eg. damages, petrol, cleaning				
Total (Incl GST)			AUD\$	

Delcaration

The hirer hereby agrees to the terms & conditions and warranties on this rental agreement. Hirer agrees to pay all costs payable and return the vehicle on the date and time due. It is hereby accepted by the hirer that persons noted on this contract are 25 years and above. All persons noted on this contract shall be liable in the event of an accident for the excess stipulated in this agreement, by the hirer to the owner upon demand in the case of damages to the hire vehicle and/or fuel charges from any cause whatsoever during the term of this agreement.
 *By signing this rental agreement, the Hirer authorizes the owner to process a credit card copy for any charges incurred.

Signature of Driver 1 / Signature of Driver 2

Signature of Representative

Date

ON DEPARTURE

When returning your vehicle to the airport terminal or accommodation please, after filling with fuel, leave parked no later than 2 hours prior to your departure time with **KEYS UNDER THE PASSENGER MAT.**

DO NOT USE THE CAR AFTER THIS TIME. Failure to comply with these instructions will incur another day's hire charge. REMEMBER that your vehicle may be required for incoming passengers on the same day's arrival flight and our team requires time to service it ready for pick up. Thank you for your co-operation.

INSURANCE COVER Your vehicle will have insurance cover, however please be aware that should you have an accident there is accident/incident damage recovery excess of \$4,000 payable by the hirer and guaranteed by the **CREDIT CARD** presented on sign up.

TERMS & CONDITIONS OF HIRE Please refer to the full Terms & Condition of hire included in your package

Terms & Conditions of Agreement

1. WARRANTY BY HIRER

The Hirer warrants that:

- (a) The Driver of the Vehicle
 - (i) has attained the age of twenty five (25) years of age; and
 - (ii) has not been convicted of an 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; and
 - (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 Mokeabout 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 Mokeabout 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 Mokeabout 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 and/or nominated driver;
- (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 the 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 Mokeabout and make proper arrangements for its safety and that the vehicle will not be driven in water or any other than a good surfaced formed road;
- (h) the Hirer will report in writing to Mokeabout within twenty four (24) hours after the event of any accident or incident which results in damage or loss of the vehicle which might give rise to any claim by any person against Mokeabout 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 Mokeabout within a reasonable time after request therefore such statements, information and assistance as Mokeabout may reasonably require in respect of any event involving damage or loss to the vehicle or damage to the property of any person or injury to any person. The Hirer will also notify the licensed insurer in writing of all incidents involving personal injury to third parties and will indemnify Mokeabout in the event of failure to do so;
- (j) the Hirer agrees that he will not without written consent of Mokeabout make or give any offer, promise, payment, settlement, indemnity or admission of liability in respect of accident or 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 Mokeabout 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 vehicles.

5. RE-POSSESSION AND RETURN OF VEHICLE

Mokeabout may terminate this agreement and without notice repossess the vehicle in the following circumstances:

- (a)
 - (i) any breach of any term, condition or warranty contained in this agreement;
 - (ii) Mokeabout rental considers on reasonable grounds that the conduct of the Hirer is likely to affect prejudicially Mokeabout's interest in or the condition 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 Mokeabout in respect of any breach or default by the Hirer
- (b) the Hirer undertakes that the vehicle will be returned to Mokeabout at the place, date and time specified on the face hereof or during any extension of

time authorised by Mokeabout 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. MOKEABOUT RENTAL LIABILITY

Mokeabout shall not be liable for the Hirer for damage or loss caused by mechanical breakdown, theft or loss of property.

7. HIRER'S INDEMNITY

The Hirer hereby indemnifies Mokeabout in respect of all claims, demands and action brought against Mokeabout 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 Mokeabout. The Hirer also indemnifies Mokeabout against fines and/or penalties claimed by the authorities for offences committed by the Hirer.

8. CLEANLINESS OF VEHICLES

Mokeabout reserves the right to charge cleaning fees for vehicles returned from hire:

- (i) very sandy
- (ii) very dirty
- (iii) smelling of fish.

9. DAMAGE TO THE VEHICLE

- (a) the Hirer will not be liable for damage to Mokeabout 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 Mokeabout for damages to the vehicle (subject to Clause 9a) during the period of hire. However, if the Hirer elects to pay any damage cover fee that may be offered from time to time by Mokeabout in rental charges, then unless there has been a breach of by the Hirer of any term, condition or 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 Mokeabout for any damage in excess of \$4000 except where in breach of clause 4. hereof.
- (c) Mokeabout 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 Mokeabout rental the the Hirer.s

10. PAYMENT OF CHARGES

The Hirer will pay Mokeabout on completion of the hiring period or on demand by Mokeabout the following:

- (i) the Hire charge at the rate in force at the time of hire or as otherwise agreed in writing between Mokeabout and the Hirer;
- (ii) any charges for petrol, cleaning, 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

11. INTERPRETATION

In this agreement unless the contrary intention appears, Mokeabout 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 the neuter gender and words importing the singular shall include the plural.

Heading of clauses are inserted for guidance only and 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.

INSURANCE COVER APPLICABLE TO THIS HIRE AGREEMENT

Mokeabout has in place a Policy of Insurance with QBE Insurance (International) Limited providing limited cover for your liability as the Hirer of the Vehicle under this agreement.