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# COREFLEET

## TERMS AND CONDITIONS

These terms and conditions form part of the Rental Order (the 'RO') between South Perth Investments Pty Ltd (the 'Company') trading as Corefleet and the Hirer (the person(s) or company named in the RO).

### 1 VEHICLE CONDITION

- 1.1. The Hirer acknowledges receiving the vehicle from the Company:
  - 1.1.1. in a good and clean condition except as specified in the Vehicle Condition Report;
  - 1.1.2. with manufacturer supplied tools, tyres, accessories and equipment, keys and any other items specified on the Vehicle Condition Report or in the RO;
  - 1.1.3. with the seal of the odometer unbroken;
  - 1.1.4. with the odometer and fuel reading at the commencement of the hire set out in the RO; and
  - 1.1.5. in a condition suitable for the purpose for which it is hired.
- 1.2. The Hirer agrees to maintain tyre pressure, fluid and fuel at the proper operating levels and to immediately report any defect to the Company.

### 2 RETURN OF VEHICLE

- 2.1. The Hirer agrees to return the vehicle to the Company:
  - 2.1.1. in the same condition in which it was received;
  - 2.1.2. to the return location by the return date and time in the RO;
  - 2.1.3. with all of the items described in Clause 1.1.2 in good condition; and
  - 2.1.4. with a fuel reading at least equal to the level at the commencement of the hire as set out in the RO.
- 2.2. The Company must be notified and agree to any extension of the period of hire, in advance of the return date. If the Hirer fails to return the vehicle to the Company by the return date and time, the vehicle will be immediately reported to the Police as having been stolen.
- 2.3. The Company may take possession of the vehicle without prior demand if it is illegally parked or if, in the Company's opinion:
  - 2.3.1. it is being used, or has been used, in contravention of any law or of a term of this RO; or
  - 2.3.2. it has apparently been abandoned.
- 2.4. The Hirer will be responsible for the vehicle and the hire will continue until the Company performs a final inspection (including when the inspection can not take place for some time e.g. the vehicle is delivered to a location which is unattended).
- 2.5. If the vehicle is returned to a location other than stated in the RO, a relocation fee may apply. The relocation fee must be paid at the completion of the rental period.
- 2.6. If the vehicle is returned to any other place other than the Company's location or the agreed location after opening hours, the vehicle will still be considered on rent and rental charges together with the vehicle will remain the responsibility of the Hirer.

### 3 USE OF VEHICLE

- 3.1. Where the Hirer is a company or separate legal entity, drivers nominated by the Hirer shall be deemed authorised drivers in the RO provided at all times the Hirer complies with these terms and conditions.
- 3.2. If during the hire term the vehicle is damaged whether mechanically or otherwise or requires repairs or is involved in any accident the Hirer shall as soon as practicable advise the Company by telephone or other available means of the full circumstances and will have the vehicle inspected by or towed to the nearest authorized dealer as directed. The Hirer will comply with the Company's directions. Any repairs to the vehicle not properly authorized by the Company shall be at the Hirer's expense.
- 3.3. The Hirer acknowledges that, unless authorised by the Company in writing, the vehicle must not be driven by:
  - 3.3.1. A person who is not identified as an authorised driver in the RO;
  - 3.3.2. A person who does not hold a current unrestricted motor vehicle driver's licence for the particular class of vehicle hired. Learner's permits and provisional licences are not acceptable;
  - 3.3.3. A person whose breath or blood alcohol concentration exceeds the maximum lawful concentration or who is intoxicated or who is under the influence of any drug, toxic, or illegal substance;

- 3.3.4. A person who has a false name, age, address or driver's licence details recorded in the RO;
- 3.3.5. A person, whose driver's licence has been cancelled, endorsed or suspended within the last three years;
- 3.3.6. A person who is under the age of twenty-one (21) years unless written permission is supplied by the company.
- 3.4. The Hirer agrees not to drive the vehicle:
  - 3.4.1. In national parks in which snow falls or areas in which snow chains are required to be fitted by the relevant authority;
  - 3.4.2. On any unsealed road, being a road not sealed with a hard material such as tar, bitumen or concrete, unless the vehicle is a 4WD then it may be used on graded unsealed roads;
  - 3.4.3. Off-shore or underground without written permission of the Company.
- 3.5. The Hirer agrees not to:
  - 3.5.1. Carry persons for hire or reward or to carry any inflammable, explosive or corrosive materials;
  - 3.5.2. Propel or tow any vehicle, not being a trailer, or to propel or tow any trailer with a load in excess of the capacity of the trailer or towing mechanism of the vehicle.
  - 3.5.3. Carry any greater load, number of persons or use in a manner or for a purpose for which the vehicle was not designed and constructed or to carry any greater number of persons than the vehicle has seat belts;
  - 3.5.4. Carry any animal or pet;
  - 3.5.5. Race, pace, enter reliability trials or hill climb with the vehicle, or test in preparation for those purposes;
  - 3.5.6. Use the vehicle in contravention of any criminal legislation, any legislation involving a penalty, or for any illegal purpose whatsoever;
  - 3.5.7. Drive the vehicle if the Company has directed so.
  - 3.5.8. Sub-hire or otherwise part possession of the vehicle without the written consent of the Company.
  - 3.5.9. Abuse or misuse the vehicle or drive or use it when it is damaged or unsafe.
- 3.6. The Hirer cannot drive or take the vehicle:
  - 3.6.1. in Western Australia, on the Gibb River Road, Cape Leveque Road, Windjana George, Canning Stock Route and Gunbarrel Highway; or
  - 3.6.2. in Queensland, beyond Chillagoe or Georgetown in a westerly direction or beyond Cooktown or Laura in a Northerly direction without the written consent of the Company.

#### **4 CHARGES**

- 4.1. The Hirer agrees to pay on demand all of the following charges up until return to or recovery by the Company of the vehicle, whether or not charges are detailed in the RO:
  - 4.1.1. All charges at the rates described in the RO. Daily rates apply to each consecutive 24-hour period from the commencement of the hire;
  - 4.1.2. The Loss or Damage Liability Fee and the Area of Use Liability Fee in the RO;
  - 4.1.3. The cost of repair or reinstatement of loss or damage where loss or damage cover offered by the Company does not apply;
  - 4.1.4. Where the Hirer breaches any other obligations under the RO, without limiting any other right the Company may have, such amount as is necessary to compensate the Company for loss or damage as determined by the Company acting reasonably;
  - 4.1.5. All fines, penalties and other similar charges incurred plus the Company's prevailing administration fee per event;
  - 4.1.6. All applicable goods and services tax (GST), Premium Location Surcharges (PLS), stamp duty and any other government taxes or duties that may apply;
  - 4.1.7. Any charge for adding fuel to the vehicle up to the fuel reading at the commencement of the hire set out in the RO;
  - 4.1.8. The cost to the Company of recovering the vehicle in the circumstances described in Clause 2.3.
  - 4.1.9. The cost to the Company of replacing items described in Clause 1.1.2 where the Hirer fails to return any item in good condition;
  - 4.1.10. Final charges will be determined after an inspection by the Company's representative made as soon as practicable after the vehicle is returned.

#### **5 PAYMENT OF CHARGES**

- 5.1. The Hirer irrevocably and unconditionally authorises the Company to charge a credit card and/or account as determined by reference to the RO, with all charges payable by the Hirer under the RO;
- 5.2. If the Hirer fails to make full payment of any charge due to the Company:
  - 5.2.1. The Hirer agrees to pay the Company:
    - 5.2.1.1. Interest on all outstanding charges at a rate equivalent to the prevailing ANZ Bank Reference Rate as damages. Payments received will be credited firstly against any accrued but unpaid interest;
    - 5.2.1.2. The Company's costs of recovering or attempting to recover outstanding charges, including any mercantile agent's costs, and legal costs on a full indemnity basis;
- 5.3. The Hirer accepts that the Company shall be entitled to list payment defaults with the Credit Reference Association of Australia or any other relevant credit reference organisation, which may affect the Hirer's credit rating.

## 6 LOSS OR DAMAGE COVER

- 6.1. The Company has public liability insurance in place to the value of \$20,000,000 to cover liability for damage to property or injury including death to persons arising from the use of the vehicle by the Hirer provided the Hirer is not in breach of any terms and conditions in the RO. This cover does not extend to property of the Hirer or property in the legal possession of the Hirer or to family members or associates of the Hirer.
- 6.2. The Hirer acknowledges that:
  - 6.2.1. irrespective of what loss or damage cover is provided in the RO, the Company is not representing itself to be carrying on the business of insurance;
  - 6.2.2. the Company is not liable for any indirect economic or consequential loss or damage incurred by the Hirer;
  - 6.2.3. the vehicle is suitable for the purpose for which it is hired and accordingly the Hirer will not make any claim against the Company for loss or damage arising from a delay caused by breakdown mechanical difficulty or accident by reason that the Hirer subsequently decides the vehicle is not suitable for the purpose intended;
  - 6.2.4. the Company is not liable for any loss of property of the Hirer left in the vehicle after it is returned to the Company.
- 6.3. The Hirer indemnifies the Company for any liability loss claim suit action expense demand or proceedings of whatsoever nature the Company may suffer by reason of the Hirer's use of the vehicle in breach of the terms and conditions of the RO.
- 6.4. For the purposes of clauses 6 and 7 the Company is defined to include officer employee agent contractor or invitees of the Company.
- 6.5. Standard Cover: The Hirer will have the cover provided in Clause 7 below subject to the conditions and exclusions.
- 6.6. Collision Damage Reduction Fee (CDR): The Hirer will have Standard Cover in addition to a reduced Loss or Damage Liability Fee as stated on the RO
- 6.7. Premium Damage Reduction Fee (PDR): The Hirer will have Standard Cover in addition to a reduced Loss or Damage Liability fee as stated by the RO

## 7 STANDARD COVER

- 7.1. The Company will pay for the amount of any accidental loss or damage to the Company's vehicle, including prior accident value or repair costs, assessment fees, towing and storage fees, legal and investigative expenses, loss of rental revenue and service charges. The Company will also pay for any amount which the Hirer is legally held liable to pay, as a result of an accident caused by the Hirer's use of the vehicle, such as loss or damage to property other than any property owned by the Hirer or any relative, associate, passenger or any person known to the Hirer or any property in the Hirer's physical or legal control. The Standard Cover is subject to conditions and exclusions below.
- 7.2. CONDITIONS OF COVER
  - 7.2.1. This payment is subject to:
    - 7.2.1.1. The Hirer not being in breach of any terms or conditions contained in or implied by this RO;
    - 7.2.1.2. The Hirer's payment, in respect of each separate incident, regardless of cause or fault, of the Loss or Damage Liability Fee;
    - 7.2.1.3. The Hirer's payment, in respect of each separate incident, regardless of cause or fault, of the Single Vehicle Accident Liability Fee as stated in the RO where the incident covered is a Single Vehicle Accident, being an incident in which:
      - 7.2.1.3.1. no other motor vehicle is involved (e.g. rollovers, collisions with animals, trees, pedestrians etc)
      - 7.2.1.3.2. another motor vehicle is involved but:-
        - 7.2.1.3.2.1. that other motor vehicle or its driver has not been identified to the Company; or
        - 7.2.1.3.2.2. at the time of the incident the vehicle was moving in reverse and that other motor vehicle was stationary; or
        - 7.2.1.3.2.3. at the time of the incident that other vehicle was parked.
    - 7.2.1.4. The Hirer reporting promptly to the Company and the police or other relevant authority, and in any event, any incident involving loss or damage to the vehicle or any other property or injury to any person.
    - 7.2.1.5. The Hirer providing such information and assistance as may be requested by the Company and if necessary, authorising the Company to bring, defend or settle legal proceedings and have sole conduct of any such proceedings.
    - 7.2.1.6. The Hirer giving to the Company immediately every summons, complaint, demand or notice in relation to any loss or damage.
    - 7.2.1.7. The Hirer submitting to any tests required by the police to determine the concentration of alcohol or other drugs in the Hirer's blood.
    - 7.2.1.8. The Hirer not leaving an accident without providing full particulars to all relevant persons and authorities.
    - 7.2.1.9. The Hirer not being covered under any other policy of insurance covering the loss or damage in which case the Hirer will not be covered by the Company.

### 7.3. EXCLUSIONS TO COVER

#### 7.3.1. Damage not covered:

- 7.3.1.1. Damage or loss arising from theft, where the vehicle is left unlocked or unsecured or the Hirer has not kept the vehicle's keys secure.
- 7.3.1.2. Damage or loss where the vehicle is totally or partially immersed in water regardless of cause.
- 7.3.1.3. Damage or loss to the interior of the vehicle requiring professional cleaning, deodorising or repair.
- 7.3.1.4. Damage or loss to the tyres, such as punctures, cuts, abrasions or to the windscreen such as chips, cracks and stars.
- 7.3.1.5. Damage or loss to tyres caused by use on construction sites, mines and unsealed roads.
- 7.3.1.6. Overhead damage being damage or loss sustained to the vehicle or any other property caused by driving the vehicle into or under any object of the same or a greater height than the base of the vehicle's front windscreen.
- 7.3.1.7. Damage or loss to the undercarriage of the vehicle or to any other property arising from contact between the undercarriage and any object, obstruction or road surface regardless of cause. The undercarriage means any exposed components including but not limited to, wheels and tyres, engine, transmission, sumps, differential, suspension, exhaust system, fuel tank, floor pan, tailgate lifters and ramps or any other mechanical or structural item.
- 7.3.1.8. Damage or loss caused to the vehicle or third party property by the Hirer driving the Vehicle, after the vehicle has sustained radiator fluid loss, transmission or engine oil loss or loss of tyre pressure.
- 7.3.1.9. Damage or loss to the vehicle or third party property caused by the Hirer failing to secure properly any load or equipment.
- 7.3.1.10. Damage or loss caused to the vehicle or third party property by loading or unloading to or from the vehicle.
- 7.3.1.11. Damage or loss to the vehicle deliberately caused by the Hirer or by the Hirer using the vehicle in a dangerous or reckless manner.
- 7.3.1.12. Damage or loss to the vehicle whilst being transported, ferried or towed without the Company's authority, or whilst the vehicle is taken off the mainland or across any waterway whatsoever or used in any unauthorised area.
- 7.3.1.13. The cost of towing or salvaging the vehicle in or from a remote or sparsely populated area.
- 7.3.1.14. Damage or loss caused to the vehicle through the use of snow-chains or roof racks.
- 7.3.1.15. Costs or expenses incurred including legal costs, on a full indemnity basis, and interest as a result of the Hirer's failure to deliver immediately every summons, complaint, demand or notice in relation to any loss or damage.
- 7.3.1.16. Damage or loss to any personal property owned by the Hirer or any relative, associate, passenger or any person known to the Hirer or any personal property in the Hirer's possession.
- 7.3.1.17. Damage or loss caused by operating the vehicle off-road.
- 7.3.1.18. Damage or loss to the body of the vehicle which cannot be attributed to a specific incident.

## 8

### GENERAL PROVISIONS

- 8.1. The Company reserves the right to refuse to hire another vehicle to the Hirer following any incident or accident or where the Hirer has breached a term of the RO.
- 8.2. The Company is not liable for any loss or damage to personal property left in the vehicle, or any property received, handled or stored by the Company at any time before, during or after the hire period.
- 8.3. No Hirer, driver or passengers in the vehicle shall be deemed to be the Company's agent, servant or employee, in any manner or for any purpose whatsoever.
- 8.4. To the fullest extent permitted by law, all terms, conditions and warranties which would otherwise be implied are hereby expressly excluded.
- 8.5. Whenever the Company is permitted to limit its liability under State and/or Federal statute for breach of an implied condition or warranty, then this liability is limited to the replacement, repair or re-supply of the vehicle.
- 8.6. The Company is not liable for any indirect, special, incidental or consequential damage suffered by the Hirer or any other person due to any breach of the RO by the Company and the Hirer releases and indemnifies the Company, including for legal costs, from any such claim.
- 8.7. The Company's rights under the RO may only be waived in writing by one of the Company's officers.
- 8.8. Words used in the RO and/or noted on the RO include all genders and singular words include the plural.
- 8.9. The Hirer warrants that all information supplied in connection with the RO, whether before or after the date of execution, is or shall be true and correct in all respects, and that the Hirer will immediately notify the Company of any such changes.
- 8.10. All references to the Hirer shall include all authorised drivers in the RO.
- 8.11. Where the Hirer is more than one person the Hirer's obligations under the RO are joint and several. "Person" includes a company.