

THE COMPLETE VEHICLE RENTAL AGREEMENT IS SUBJECT TO GENERAL TERMS & CONDITIONS OF HIRE OF ACE RENT A CAR THAT HAVE BEEN PROVIDED ALONG WITH THIS RENTAL CONTRACT. THEY HAVE ALSO BEEN MADE AVAILABLE AT ACE RENT A CAR PREMISES & PUBLISHED ON ACE RENT A CAR'S WEBSITE (www.acerent.com.au)

RENTAL CONTRACT

TERMS & CONDITIONS AND INCLUSIONS

1. This document titled Rental Contract forms part of the contract of hire and may only be varied by Ace Rent A Car who reserves the right to negotiate specifics as to costs, charges and cover to tailor a hire contract to the needs of the hirer. This document should be read along with the Booking Confirmation, the General Terms & Conditions provided with this rental agreement and are also available on Ace Rent A Car's website www.acerent.com.au. This document is also subject to the express terms of a quotation or express terms of a written contract provided to you by Ace Rent A Car's staff.
2. Rates, charges, other cost items and Ace Rent A Car's Risk Management Programs are subject to change.
3. The Hirer accepts reading and understanding all of the General Terms & Conditions of Hire attached to this document and accepts all pricings, fees, inclusions & exclusions as determined in the General Terms & Conditions of Hire
4. The Hirer accepts reading and understanding all salient features related to various pricings, fees, inclusions & exclusions that have been provided in this document for the purpose of clarity.
5. The Hirer should refer to the attached Vehicle Condition Docket for condition of the Vehicle.
6. The Hirer authorises Ace Rent A Car to charge the Hirer's debit / credit card for any payment/s due.
7. The following premium items or some of them may be included in the daily Hire fee at no extra cost to the Hirer.
 - a) Airport Surcharge
 - b) Contract Charge
 - c) Customer Facility Usage Charge
 - d) Driving Licence Insurance Policy
 - e) Emergency Roadside Assistance (Call out fee is charged and towing fees may be charged)
 - f) Government Fees & Charges
 - g) Hotel & Tourism Authority Surcharges
 - h) Local Taxes
 - i) Premium Location Surcharge
 - j) Service Charge
 - k) Shuttle Bus Charge (Mon-Fri between 9am to 5pm)
 - l) Stamp Duty Fee if applicable
 - m) Taxes and Surcharges
 - n) Vehicle Licensing Fee
 - o) Vehicle Registration Fee
8. The Hirer understands & accepts that:
 - a) Fuel Options: The Vehicle has to be returned with the same amount of fuel as at the time of hire.
 - b) Vehicle Cleaning: Ace Rent A Car has a Vehicle CLEAN OUT and CLEAN IN policy, and thus the hirer will return the Vehicle in a fairly clean condition
 - c) Hire Period: The hire period is 24 hours or as stipulated in the Complete Vehicle Rental Agreement
 - d) Geofence - The maximum areas of permitted travel are Carnarvon in North, Kalgoorlie in East & Esperance in South of WA.
 - e) Mileage / Kilometres: Unless expressly agreed otherwise and confirmed by Ace Rent A Car the first 100 kilometres per day (or allowed kilometre allowance as stipulated in the Rental Agreement) is included in the daily hire rate. After that the excess is payable at the below stated rate. If you are traveling to upcountry locations and want unlimited kms, please ask for this option at the counter.

ADDITIONAL CHARGES

9. With reference to Point 8 above, the Hirer may be charged the following in addition to the amount stipulated in the Rental Agreement:
 - a) In case of less Fuel – Cost of fuel + \$25 incl GST as Administration Fees
 - b) In case of Traffic Infringement & Parking Fines – Cost of fine + \$25 incl GST as Administration Fees
 - c) In case of Excess Kms travelled – 0.30 cents incl GST per kilometre for every 1 kilometre you travel in excess of 100 km per day or allowed kilometre allowance as stipulated in the Rental Agreement
 - d) In case Vehicle requires more than the usual standard cleaning on its return to restore it to its pre-rental condition:
 - (i) \$100 incl GST for small Vehicles (cars), and
 - (ii) \$50 incl GST per hour or part thereof up to a maximum of \$400 incl GST for utes, SUVs, vans and other commercial

- e) In case of Late Return – Late return charges as stipulated in the General Terms & Conditions + \$50 incl GST as Administration Fees
 - f) In case hirer loses the Vehicle Keys – Cost of replacement of keys + \$50 incl GST as Administration Fees
 - g) In case hirer breached the geo fencing during the rental period - \$500 incl GST per incident or \$1000 incl GST per day (whichever is higher). Please also note that any accident in such locations will not be covered by our insurance and the hirer will be responsible for full repair cost / replacement cost of the Vehicle and loss of hire during the repair period.
 - h) In case Cigarette Smell is found in the Vehicle upon return – Cost associated with any additional detailing or repair costs where there is a smell of smoke or smoking related damage + \$100 incl GST as Administration Fees
10. Mandatory local charges and Administration Charges not included in the Rental Price – Unless expressly agreed otherwise and confirmed by Ace Rent A Car, the following fees and charges are not included in the daily Hire fee and will be charged as extras:
- a) Fines, Tolls, Permits and Charges - Customers are responsible for all toll fees, congestion charges, speeding tickets, parking fines & traffic fines, obtaining permits including for national parks - and all associated administration costs.
 - b) Damage to the car will be charged for by Ace Rent A Car after it is dropped off and will incur a Damage Administration fee of up to 20% of the cost of the damage on top of the amount deducted from the excess.
 - c) An Immobilisation Charge (loss of hire) is payable in the event of an accident. This is in addition to the amount deducted from the excess and is compulsory. This charge is calculated against the car group and the number of repair days.

RISK MANAGEMENT PROGRAM – INSURANCE, COVERS & WAIVERS

The following Risk Management Programs or some of them may be included as an additional daily Hire fee but will still be subject to payment of an excess.

11. Damage Cover - Collision Damage Waiver (CDW)
 - a) Subject to paragraph (b) below, if the Vehicle's bodywork gets damaged, the most you will be required to pay Ace Rent A Car towards repairs covered by the Collision Damage Waiver is the damage excess.
 - b) This cover is only valid if the Hirer and its employees, servants, or invitees strictly adhere to the terms of the Complete Vehicle Rental Agreement and do not contribute to the injury or damage.
 - c) The CDW program does not cover other parts of the car (e.g. glass, wheels, interior, roof or undercarriage), or charges (e.g. for towing or time off hire), or anything in the car (e.g. child seats, navigation or communication devices or personal belongings).
12. Third-Party Liability (TPL)
 - a) This covers the driver's liability for injuries and property damage which are covered by a policy of insurance in place in regard to the Vehicle.
 - b) The TPL program does not cover injuries to the driver or damage to the hire Vehicle or any part of it.
 - c) This cover is only valid if the Hirer or its employees, servants, or invitees strictly adhere to the terms of the Complete Vehicle Rental Agreement and not contributing to the injury or damage.
 - d) This cover only applies on gazetted roads meaning official public roads and not private roads or tracks or off road. Further the cover does not protect drunk drivers. See the note below under the heading "Things to note with Compulsory Third Party Insurance in Western Australia"
13. Theft Protection (TP)
 - a) If you have taken reasonable steps required to secure and protect the Vehicle, and the Vehicle is stolen, the most you'll pay towards replacement costs covered by the policy is the theft excess.
 - b) This cover is only valid if the Hirer or its employees, servants, or invitees adhering to the terms of the Complete Vehicle Rental agreement and not contributing to the theft or damage.
 - c) Please note that property theft is a real issue in Australia. You must never leave the Vehicle unlocked and unattended and never leave the keys unattended such as on a tyre or in a similar place.

INSURANCE COVER ARRANGEMENTS & AGREEMENTS

RENTAL CONTRACT

14. Please make sure you read the terms and conditions of the insurance cover when signing the rental agreement at pick-up, to find out about the policy's exclusions and limits. Policies normally exclude things such as windscreens, glass, wheels, tyres, undercarriage, interior, personal belongings, towing charges and charges for the Vehicle being unavailable for hire to another customer due to repairs – as well as any 'extra equipment' hired from the car hire company, such as child seats and GPS devices. Note that your cover will be invalidated by negligence, refuelling errors or breaking the terms of the rental agreement.

15. Accidents and events not covered by the insurance cover have been mentioned in clause 19 below.

EXCESS

16. Standard Insurance Excess for Vehicle hire is as follows:

- a) \$2850 + GST per event for Cars, and
- b) \$3500 + GST per event for SUV's, Vans, Utes & Minibuses

17. Subject to approval and acceptance by Ace Rent A Car, Standard excess can be reduced for drivers between 26 and 70 years, as follows:

- a) \$400+GST per event for cars by paying \$15 incl GST per day
- b) \$1500+GST per event for SUV's, Vans, Utes and mini buses by paying \$15 incl GST per day
- c) \$800+GST per event for SUV's, Vans, Utes and mini buses by paying \$25 incl GST per day
- d) \$500+GST per event for SUV's, Vans, Utes and mini buses by paying \$35 incl GST per day

18. Drivers under 26 years and over 70 years do not have an option to reduce standard excess of \$2850+GST per event for cars and \$3500+GST per event for SUV's, Vans, Utes and mini buses.

19. In case reduced excess is opted by the customer, the Rental Contract will display the excess liability of the customer under Rates & Fees of this Rental Agreement

20. Drivers under 26 years and over 70 years do not have an option to reduce standard excess of \$2850 + GST per event for cars and \$3500 + GST per event for SUV's, Vans, Utes and minibuses.

21. The following accidents and events are not covered under our insurance policy and the Hirer will be liable for actual cost of repair and/or replacement cost of the Vehicle plus loss of rental revenue:

- a) Damage or accident while driving on un-metalled roads
- b) Single Vehicle damage or accident
- c) Damage or accident caused due to animal hits
- d) Damage to under carriage, roof, glass and tyre
- e) Damage or accident while driving under influence of alcohol or drugs
- f) Damage or accident while the Vehicle being driven by an unauthorised driver
- g) Damage or accident while the Vehicle is being driven outside the geographic fence mentioned in clause 8 (d) above
- h) Intentional damage or accident
- i) Any towing related charges due to an accident or damage
- j) Theft due to gross negligence as mentioned in Clause 22 below

IN CASE OF AN ACCIDENT

22. In event of an accident, hirer should inform Ace Rent A Car immediately with the following details:

- a) Pictures of the accident displaying registration plates of the Vehicles involved
- b) Copy of Drivers Licence of the 3rd party involved in the accident
- c) Details of insurance of the 3rd party involved in the accident
- d) Contact details of the 3rd party involved in the accident
- e) Contact details of any witnesses at the place of accident

23. Till the fault has been assessed and it has been determined if 3rd party or our Hirer is at fault, the Hirer will have to pay for the full excess as per the Complete Vehicle Rental Agreement. If 3rd party fault has been determined, the excess is refunded to the Hirer.

24. Theft is covered in the said insurance policy, except in cases of gross negligence (eg: keys left in the Vehicle, or Vehicle left running or keys left on the tyres) in which case the Hirer will be liable for actual cost replacement cost of the Vehicle plus loss of rental revenue.

HIRERS RESPONSIBILITY

25. Hirer is responsible for maintaining tyre pressure (and monitoring tyre condition), water/oil/fluid levels of the Vehicle during the rental period.

26. In case of any malfunction, call RAC roadside assistance at 13 11 11, and quote # 082801889. Please note that you will be charged a call out fees by RAC.

27. In case of extension of the hire period, please call our office on 08 9472 4222 or alternatively on 0412 118 988.

- a) Extensions may be approved by Ace Rent A Car staff over the phone
- b) The Hirer hereby confirms that they have authorised Ace Rent A Car to charge their credit/debit card for payment of the extension period
- c) The extension will only be processed if Ace Rent A Car is able to charge Hirer's credit/debit card for the additional rental and extra's amount
- d) All extensions will be done at the same rate and extra's as the original contract
- e) Ace Rent A Car staff have the discretion of charging a different amount per day as compared to the original period and the hirer hereby acknowledges the same
- f) Dependant on future bookings of the subject Vehicle under hire, Ace Rent A Car may require you to return the Vehicle to pick-up location or our office in the Perth Metropolitan Area as directed and sign a new Complete Vehicle Rental Agreement.

28. Extra Services or Equipment (Payable at Counter)

- a) Baby seats - Baby seats and booster seats maybe available for hire. Choosing the appropriate seat for the child. Installing the baby seat is the responsibility of the hirer.
- b) Navigation devices - GPS navigation systems are available for hire.
- c) Drop off location - If you wish to book a one way hire or drop off at an alternate location to pick up, you must intimate Ace Rent a Car prior to commencement of hire. Unless otherwise agreed Vehicles must be returned to the point of collection or where we arranged an airport collection, then to the nominated Ace Rent A Car store in the Perth Metropolitan Area.
- d) Additional Services - Any additional services will be subject to any applicable taxes such as GST and location fees.

LATE RETURN

29. Penalty fee for late return of a Vehicle has been prescribed in Clause 9 (e) above

30. When the Vehicle is overdue, the Hirer should be aware that Vehicle insurance will no longer remain valid and in case of an accident, the Hirer will be liable for actual cost of repair and/or replacement cost of the Vehicle plus loss of rental revenue

31. As a goodwill policy, Ace Rent A Car staff may provide the Hirer with a 60 minute grace period for the return of Vehicles. However insurance on the Vehicle will not be valid during this period and in case of an accident, the Hirer will be liable for actual cost of repair and/or replacement cost of the Vehicle plus loss of rental revenue

32. In case of 24 hours delay in return of a Vehicle, Relevant Authorities will be made aware that the Vehicle is not legally rented and the Vehicle will be reported stolen.

THINGS TO NOTE WITH COMPULSORY THIRD PARTY INSURANCE IN WESTERN AUSTRALIA

Source: *Insurance Commission of WA.*

33. An injured party may claim compensation from the Compulsory Third Party ("CTP") insurer of Ace Rent A Car/driver of the 'at-fault' Vehicle provided negligence can be established.

34. The driver can still claim if he/she was partly at fault, but the compensation the driver is entitled to may be reduced.

35. You cannot make a claim if you:

- a) Were the driver and totally at fault; or
- b) No one was at fault, e.g. a collision with wildlife (animal) on the road.

You would need to rely on sick leave, social security, Medicare and the public health system, unless you have other personal injury insurance and/or private health insurance. Motorists, particularly drivers, should consider having some form of personal insurance to cover those situations where they are the 'at fault driver' or no-one is at fault for the crash.

36. Please note that you may only have CTP cover for Gazetted Roads – not private roads or on private property.

ROADS IN WESTERN AUSTRALIA

37. We strongly recommend that you familiarise yourself with road rules and motoring laws in State of Western Australia - <https://www.transport.wa.gov.au/licensing/rules-of-the-road.asp>

38. Many roads in the northwest are unsealed and/or are private roads requiring a permit to travel. You should check with the Police Station, Tourist Information Centre or Local Government with regards to permits.

39. Many local roads are unsealed or alternate between being sealed and unsealed which increases the risk of rollovers and other accidents. You must be very careful to proceed at a safe driving speed.