



This Rental Agreement is prepared so that we all know where we stand when it comes to renting a Redspot. Please give it a read through before collecting your rental.

## 1. MEANING OF THE FOLLOWING TERMS IN THIS RENTAL AGREEMENT

**"Authorised Driver/s"** means the person/s listed as "The Hirer" and/or "Additional Drivers."

**"Business Hours"** means the hours of operation of the rental location from which the Vehicle is hired or to which it is returned, and which are posted on the Redspot website or at the rental location.

**"Collision or Damage Report Form"** is a form provided to You by The Owner, in the event of an accident or any claim involving the Vehicle, that You are required to furnish if you have information about the accident, damage or loss involving the Vehicle or any third party property.

**"Indemnity Statement"** is a form provided to You by The Owner, in the event of an accident or claim involving the Vehicle, that You are required to furnish and sign if you have no knowledge of how the damage or loss was caused to the Vehicle.

**"Loss or Damage Liability"** or "LDL" means the amount You agree to pay immediately in case of loss or damage to the Vehicle or any third party property regardless of fault, subject to clause 9.

**"Loss or Damage Liability Reduction"** or "LDR" means The Owner agrees to take the risk of damage or loss and assume payment of Your LDL in part or in full, in effect reducing Your LDL. It applies if You elect LDR, pay the applicable fee commencement of the rental.

**"Per Day"** means the charge for each 24 hour period or part thereof beginning at the "Time Out" stated on the Rental Agreement.

**"Permitted Area of Use"** means the area in which the Vehicle may be driven. The Permitted Area of Use must comply with the following limitations;

(i) For those Vehicles hired outside the Northern Territory and Western Australia, the Permitted Area of Use shall never include the Northern Territory or Western Australia.

(ii) For those Vehicles hired from the Northern Territory, the Permitted Area of Use shall include all the states and territories of Australia except Western Australia.

(iii) For those Vehicles hired from Western Australia, the Permitted Area of Use shall include all the states and territories of Australia except the Northern Territory.

**"Prepaid Fuel"** or "PPF" means The Owner will provide the Vehicle with a full tank of fuel and you will not be required to refill the tank upon return. You will not receive credit for fuel left in the tank at the time of return. It applies if You elect PPF and pay the applicable charge.

**"Rental Period"** means the period beginning at Time Out and ending at Time In.

**"Substitute Vehicle Insurance"** means any coverage that You personally have that covers the Vehicle during your use of it.

**"The Owner", "We", "Our" or "Us"** means Waterloo Car Centre Pty Limited or its licensee, franchisee, agent or representative and any authorised licensee, franchisee, agent or representative of Redspot Rentals Group Management Pty Ltd.

**"The Owner's address"** shall mean The Owner's address as stated on the Rental Agreement or if no such address is stated, the place from which Vehicle was hired.

**"Time In"** means the actual time and date when You return or You are deemed to have returned the Vehicle to The Owner.

**"Time Due In"** means the time and date agreed by You and The Owner as to when the Vehicle is to be returned to The Owner as stated on the Rental Agreement.

**"Time Out"** means the time and date when You take out the Vehicle for hire as stated on the Rental Agreement.

**"TOL"** relates to certain motorway and bridge tolls with electronic toll gate facilities which may be pre-paid (if available). It applies if You elect TOL, pay the applicable fee shown on the Rental Agreement.

**"Unreported Damage"** means any damage to the Vehicle in which You have not duly completed a Collision Damage Report Form or Hirer Indemnity Form.

**"Vehicle"** means the Vehicle described on the Rental Agreement including all its parts, components, keys, accessories, contents, tools and equipment as well as any replacement vehicle.

**"Vehicle Damage Report"** refers to the Existing Damage Report and details any new damage to the Vehicle at "Time In".

**"You"** or **"Your"** means the person(s) or entity identified as the "Hirer" on the Rental Agreement and any additional or authorised drivers.

## 2. WHO MAY DRIVE THE VEHICLE

2.1 You must ensure that only the Authorised Driver/s will drive the Vehicle unless reasonably unavoidable

2.2 An Authorised Driver must be between the ages of 21 and 75 years inclusive.

2.3 An Authorised Driver must be currently licensed to drive the type of Vehicle that is being hired.

2.4 The minimum age is 21 . Note that drivers younger than 25 are required to pay a surcharge and can only rent out small to medium sized sedans and hatches.

### **3. PROHIBITED USE OF VEHICLE**

- 3.1 Any area outside the Permitted Area of Use.
- 3.2 Any unsealed roads or off-road unless reasonably unavoidable
- 3.3 The carriage of persons or passengers for payments
- 3.4 The carriage of a greater number of persons than the number of seatbelts provided in the vehicle and/or for a purpose for which the Vehicle was not designed and constructed.
- 3.5 The carriage of any inflammable, explosive or corrosive materials or of any animal in the Vehicle.
- 3.6 The carriage of goods, without all necessary approvals, permits, licences and government requirements, to be obtained at Your cost.
- 3.7 For pushing or towing any vehicle, trailer, boat or other object.
- 3.8 For racing, pace making, reliability trials, speed trials, hill climbing or being tested in preparation for those activities.
- 3.9 On beaches or through streams, dams, rivers, or flood waters, flood prone roads, bush fire affected areas or any roadway where the Police or any other Government authority have issued a warning or caution.
- 3.10 Above the snow line during periods of snow.
- 3.11 Any use in contravention of any legislation or a regulation controlling vehicular traffic.
- 3.12 Any use in a dangerous manner or illegal purpose or when it is damaged or unsafe.

### **4. FUEL, MAINTENANCE, SECURITY, SAFETY AND REPAIR**

- 4.1 You agree to compensate the Owner for any damage sustained by the Vehicle during the period of hire. New damage excludes existing damage at the time of rental and fair wear and tear. Where You have identified a third party responsible for the new damage and Redspot is able to obtain compensation from the third party Redspot will not hold You liable to compensate if for the damage.
- 4.2 If You do not elect PPF at the beginning of the Rental and You return with less than a full tank of fuel The Owner will charge You a Fuel and Service charge at the applicable per litre rate specified on the Rental Agreement.
- 4.3 You must:
  - (a) maintain all of the Vehicle's engine oils and engine coolant levels at the existing level,
  - (b) maintain tyre pressures at existing levels,
  - (c) keep the Vehicle locked and the keys under Your personal control at all times and produce such keys if the Vehicle has been stolen,
  - (d) comply with any applicable laws such as seat belt & child restraint,
  - (e) follow any reasonable instruction given by The Owner relating to the Vehicle.
- 4.4 You must not repair nor have repairs to the Vehicle carried out unless The Owner authorises You to do so or where there is an emergency and the Owners consent cannot reasonably be obtained. The Owner will only reimburse You for the cost of repairs if You submit the original receipts for those repairs or the Owner is reasonably satisfied that the repairs occurred and claimed amount is reasonable.

### **5. YOUR FINANCIAL OBLIGATIONS TO THE OWNER**

- 5.1 At the beginning of the Rental Period, You must pay the required deposit, all rental charges, all elected options nominated on the Rental Agreement, Goods and Services Tax (GST), stamp duty or any other tax, duty, surcharge, levy, fee, or charges imposed by Local, State or Federal government that is applicable to this Rental Agreement.
- 5.2 Should you wish to extend the rental period, You must make additional payments for the new charges if The Owner so requires.
- 5.3 At the end of the Rental Period, You must pay all additional charges due and payable.
- 5.4 If You pay for the hire of the vehicle by directing The Owner to bill charges to a charge account or to some other person, corporation, or entity who or which fails to make payment when called upon by The Owner, You hereby irrevocably accept that You are primarily liable and You will immediately pay the full amount due to The Owner on demand.
- 5.5 From the end of the Rental Period:
  - (a) You must pay any charges and obligations not already paid but for which You are liable to pay in this Rental Agreement.
  - (b) You will be charged interest at the rate of 12% per annum calculated on a daily basis on all outstanding accounts or charges until fully paid.

### **6. RETURN OF VEHICLE**

- 6.1 You must return the Vehicle to The Owner:
  - (a) During business hours of the return location, which are available on Redspot's website, by the Time Due In stated on the Rental Agreement, unless You have requested an extension before the Time Due In agreed to by The Owner.
  - (b) If you return the vehicle outside of the return locations business hours You will be deemed to have returned the Vehicle and the rental charges will continue and You will continue to be liable for damages until that location next opens for business.
  - (c) At The Owner's Address unless another place is stated on the Rental Agreement or agreed with the Owner.
- 6.2 If you return the Vehicle to a location other than that stated on the Rental Agreement, You must pay a repositioning fee which will be advised to You before the vehicle return.

6.3 If You return the Vehicle to The Owner prior to the Time Due In You shall pay to The Owner the total rate for the contracted duration of the Rental Period. You shall not be entitled to a refund for the unused portion of the Rental Period.

## **7. TERMINATION OF THIS RENTAL AGREEMENT**

7.1 The Owner may terminate the Rental Agreement and require the immediate return of the Vehicle or re-possess the Vehicle, without notice if The Owner has a reasonable ground to believe that:

- (a) You may have breached a term or condition of the Rental Agreement where the breach can reasonably be considered serious and the breach has not been remedied within a reasonable time of the Owner notifying You of the breach; or
- (b) It is likely that You may cause damage to the Vehicle or harm to a person or damage to property through Your use of the Vehicle.

7.2 In any case in 7.1, You must pay The Owner, reasonable costs of retaking the Vehicle plus all other costs and charges under the Rental Agreement.

7.3 Redspot will use its best endeavours to re-rent the vehicle after taking possession of it. In the event it is successful in doing so Redspot will return to You any monies held in regard of days not used by You for which it has re-rented the Vehicle less any variation between the rate at which the Vehicle has been re-rented and the rate You were paying for the unused days.

## **8. YOUR LIABILITY**

The Owner does not in any way represent itself to You as carrying on the business of insurance.

8.1 In the event of The Owner suffering any loss as a consequence of Your use of the Vehicle You are liable for the following costs:

- (a) The reasonable cost of repairs to the Vehicle or the finance payout value of the Vehicle at the time of loss whichever is the lesser provided the finance payout value is not less than the market value of the Vehicle at the time of loss in which case the market value of the Vehicle shall prevail.
- (b) The reasonable legal expenses, appraisal and assessment fees, towing and Vehicle recovery, storage and service charges.
- (c) The damage or consequential third party damage to the property of any person, which arises from or is contributed to by Your use of the Vehicle.
- (d) The loss of use of the Vehicle including The Owner's consequential loss
- (e) The Owner's \$275 claims administration fees and debt recovery costs

8.2 Your liability for the charges specified in clause 8.1 shall not exceed the LDL unless:

- (a) You have seriously breached any term or condition of this Rental Agreement.
- (b) The Vehicle or any third party property is damaged by driving the Vehicle under or into an object lower than the height of the Vehicle or by loading or unloading goods or by a person stepping standing or sitting on any panel of the Vehicle.
- (c) The under body of the Vehicle is damaged regardless of cause except where there is a collision with another Vehicle.
- (d) The Vehicle is totally or partially immersed in water regardless of the cause.
- (e) The interior of the Vehicle is damaged regardless of the cause except where there is a collision with another vehicle.
- (f) Any original component or accessory of the Vehicle is missing or has been replaced without The Owners approval.
- (g) You have failed to maintain all fluid and fuel levels of the Vehicle or have failed to immediately report to The Owner any defect to the Vehicle of which You have become or ought to have become aware and the Vehicle is damaged as a result.
- (h) You have failed to secure any load or equipment which leads to loss or damage caused to the Vehicle caused by any part of the load or equipment.
- (i) You have made a seriously misleading or false statement under this Rental Agreement.
- (j) You fail to submit a completed Collision or Damage Report Form or Hirer Indemnity Form within a reasonable period of time after damage to the Vehicle or third party property or You submit a false or misleading Collision Damage Report Form or Hirer Indemnity Form
- (k) You fail or neglect to take reasonable steps to protect the safety of Vehicle during or after the occurrence of an accident or breakdown (including following any reasonable instructions given by The Owner).
- (l) The claim relates to property (including another vehicle) You or any member of your family owns or has physical, legal custody or control of.
- (m) Insurance claim for loss or damage is declined or not accepted or exempted by Owner's insurer.
- (n) You fail to pay all charges applicable under the Agreement on demand except amounts genuinely in dispute.
- (o) Your blood alcohol concentration exceeds the lawful percentage whilst driving the Vehicle or You are under the influence of a drug that would prohibit You from driving under any law applicable in the State or Territory in which You are driving at the time of the event resulting in the loss.
- (p) The loss is caused by Your use or intended use of the Vehicle for an illegal purpose
- (q) Subsequent to and as a result of the loss You refuse to take a breath or blood test in the State or Territory in which the Vehicle is driven as requested by relevant authority.
- (r) You have committed an offence, which is likely to void the insurance held by The Owner.
- (s) You willfully or maliciously damage the Vehicle
- (t) The loss is caused by Your willfully contravention of any legislation or regulation controlling vehicular traffic.

8.3 In the event of theft of the Vehicle You are liable for the amount stated on the Rental Agreement relating to theft unless You are able to provide Redspot and the Police with sufficient evidence to identify and whereabouts of the thief. For more information on your loss or Damage Liability options

#### **9. YOUR OBLIGATION TO INDEMNIFY THE OWNER**

Redspot's services come with non-excludable warranties under consumer protection legislation that they will be provided with due care and skill and be reasonably fit for purpose. Subject to Redspot meeting these obligations:

9.1 You agree to release and indemnify The Owner from and compensate it for any claim You make for loss or damage of any personal property which has been:

- (a) stored in the Vehicle,
- (b) stolen from the Vehicle,
- (c) otherwise lost during the Rental Period,
- (d) left in the Vehicle after it has been returned to The Owner;
- (e) stored or left at The Owner's premises.

9.2 You agree to indemnify The Owner for any third party claims arising from Your use of The Vehicle if the claim arises from Your serious breach of the Rental Agreement.

#### **10. YOUR OBLIGATION IN CASE OF AN ACCIDENT OR ANY CLAIM**

10.1 Where the use of the Vehicle by You, or any other person results in an accident or claim, or where damage or loss is sustained to the Vehicle or any third party property or if the Vehicle has been stolen, You must:

- (a) Immediately report such incident to the local police and the Owner
- (b) Furnish The Owner with an accurately completed and signed Collision or Damage Report Form or Hirer Indemnity Form to The Owner's satisfaction
- (c) Complete and furnish to The Owner within a reasonable time any statement, information or assistance which The Owner or its insurer may reasonably require, including attending at a lawyers office and at court to give evidence. Your reasonable expenses will be reimbursed.
- (d) Not make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability.
- (e) Permit The Owner or its insurers at its own cost to bring, defend, enforce or settle any legal proceedings against a third party;
- (f) Allow The Owner to claim in Your name or that of the Authorised Driver under any applicable Substitute Vehicle Insurance & You must do, and must cause the Authorised Driver to do, everything that may be required to assist The Owner in making such a claim, including assigning the benefit of any Substitute Vehicle Insurance to The Owner; your reasonable expenses will be reimbursed.
- (g) Forward to The Owner any claims or correspondence from third parties within seven 7 days of receipt.

10.2 In the event that You report the Vehicle stolen You must return the keys to The Owner immediately.

#### **11. SEVERABILITY**

11.1 In case any clause or part of a provision of this Agreement is invalid, illegal, unlawful or otherwise being incapable of enforcement, that clause or part of a clause shall be read down only to the extent necessary to make it valid, legal, lawful or enforceable; and

11.2 If it cannot be read down, it is deemed to be severed from this Agreement and of no force and effect, and

- (a) all other clauses or parts of clauses of this Agreement shall nevertheless prevail and remain in full force and effect, be valid and fully enforceable and
- (b) no clause or parts of clauses of this Agreement shall be construed as being dependent upon another clause or part of a clause unless so expressed herein.

#### **12. GENERAL PROVISIONS**

Words used in this Rental Agreement to denote singular words include the plural.

If we haven't covered what's on your mind or you're unsure of anything we've talked about in this agreement, please call 1300 668 810 (+61 2 8303 2222 international) or email [resbooking@redspotrentals.com.au](mailto:resbooking@redspotrentals.com.au) for more info.