



**TERMS AND CONDITIONS OF HIRE**

*AN AGREEMENT made and entered into between ALLCARE SERVICES (Hereinafter called "The Owner") and the party whose signature appears below as the renter (Hereinafter called "The Renter"), where it is mutually agreed between the parties hereto as follows;*

1. The Owner hires to the Renter and the Renter rents from the Owner the motor vehicle described above ( hereinafter called "The Vehicle") for the rental period and at the rental set out below and subject to the terms and conditions hereinafter contained.
2. Any person who signs this agreement on behalf of the renter warrants that for all such purposes of the Agreement he or she is the duly authorised agent of the Renter then in consideration of the Owner permitting him or her to drive the vehicle he or she shall be deemed to be the Renter and agrees to be bound by all the terms and conditions of the Agreement.
3. The Renter warrants that no person shall drive the vehicle unless he or she hold a valid and current driver's licence issued and recognized by the government of Western Australia for the Class of the hired vehicle, that he or she has not been refused motor vehicle insurance, is over the age of 25 years and has not been convicted of any offence relating to driving a vehicle under the influence of liquor or drugs or driving with a blood alcohol content equal to or greater than the percentage constituting an offence at law. The Renter acknowledges that it is upon reliance on the truth of the above representation that the Owner enters into this Agreement.
4. The Renter undertakes that the rental day is calculated 24 hours from the time of pickup, and the rental ceases 24 hours from that time. Later return charges will be calculated at one fifth of the daily charge for every hour or part thereof to a maximum of five hours where after the normal daily rates will apply. Weekly, monthly or long term rates may be agreed to by the Owner and details of these rates will be set out below prior to rental.
5. The Renter shall pay the total rent for the rental period to the Owner and for the purpose of this Agreement the total rent shall be an aggregate of the daily rate or the periodical rate, charges for petrol, late return charges, all stamp duties and other taxes payable for the rental period, a sum equal to the value of any tyres, tools, accessories or equipment lost, stolen or damaged during the period of rental, the agreed sum payable in respect of each and every claim or the agreed rate of insurance excess cover specified below, any fine for traffic or parking offences arising from the use of the vehicle imposed on

any period during the rental period and any expenses incurred by the Owner in repossessing the vehicle.

6. The renter shall take reasonable care of the vehicle and keep sufficient water in the radiator, oil in the engine sump, transmission, differential and at all times keep the tyres correctly inflated to 375Kpa.
7. The vehicle will not be driven by any person other than the Renter provided that illegal use or theft by a third party without the connivance of the Rental shall not be a breach of this undertaking. The vehicle will not be used by the Renter for any illegal purpose in any race or speed test, and will not be used or driven in contravention of any of the provisions of the Road Traffic Act of Western Australia. The vehicle shall not be taken out of the State of Western Australia without the express permission of the Owner and if such permission is duly given, the full provisions of the clause apply to any and all States and Territories of the Commonwealth of Australia.
8. The Renter is not allowed to travel more than 300km out of Perth CBD area without the permission from the Owner. If the renter does so and in the event that there is a breakdown the Renter will be responsible for all towing costs of the vehicle to be towed to the owners business address in Perth.
9. The Renter is responsible for refuelling the vehicle before return with a full tank. The Renter will be liable for a refuelling charge of \$15.00 plus the cost of filling the fuel tank.
10. The rental day includes 100km, any kilometres over 100km/day will be charged at \$0.30 per kilometre.
11. The renter shall not use the vehicle for any purpose other than transporting wheelchairs or people i.e. Furniture or rubbish.

#### RENTAL AGREEMENT

Renter:		Driver, if different:	
Address:			
DOB:	DL No:	State:	Expiry:
Mobile Phone:		Email:	
Credit Card No:		Expiry:	CVC:

Pre-Authorisation Amount:	Pre-Authorisation Date:	Pre-Authorisation ID:
Signature:		
Odometer Reading Out:	Odometer Reading In:	

Start Date:	Time:	Primary Hire Rate: \$
End Date:	Time:	

Fuel tank full at commencement of hire _	Renter to pay cost of filling if not returned in full:	
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In the event of an accident or damage to the vehicle, the Renter is liable for the first \$1,750 damage (insurance excess). You hereby agree to your credit card being debited for the amount \$1750.00 in the event of an insurance claim on return of the vehicle. The driver must be over 25 years old and have held a valid driver's licence for 2 years minimum.

Signed:		Dated:	
Days:	Rate:	Total (inclusive of GST) charge \$	