

“DRY HIRE” RENTAL TERMS & CONDITIONS

These Terms and Conditions form part of the Rental Order (the “RO”) between Fassifern Coaches (the “Company”) and the Hirer (the person(s) or company named in the RO).

1. QUOTATION

- 1.1. Fassifern Coaches will not be bound by any verbal quote given by its employees.
- 1.2. Written quotes are based on details provided and may be altered if changes are made to the itinerary (e.g.: distance, time, trips, locations, size of vehicle required etc).
- 1.3. All hires are subject to availability.
- 1.4. Quotations are valid for 30 days from the date of quotation.
- 1.5. All quoted prices include GST.
- 1.6. Fassifern Coaches reserves the right to pass on, without notice, any applicable airport charges, road tolls, entry fees or parking charges.

2. CONFIRMATION

- 2.1. Hire requests are only confirmed when the hirer responds affirmatively to a written quote by Fassifern Coaches.
- 2.2. By responding affirmatively to a written quote, you are also accepting these Terms and Conditions of Hire.
- 2.3. Written confirmation is required. Telephone or verbal confirmations will not be accepted.

3. VEHICLE CONDITION

- 3.1. The Hirer acknowledges receiving the vehicle from the Company:
 - a) In the condition as specified in the Vehicle Condition Report
 - b) With manufacturer supplied tools, tyres, accessories and equipment, keys and any other items specified on the Vehicle Condition Report or in the RO
 - c) With the odometer and fuel reading at the commencement of the hire specified in the RO

4. USE OF THE VEHICLE

- 4.1. The Hirer acknowledges that, unless authorised by the Company in writing where appropriate, the vehicle must not be driven by a person:
 - a) Who is not identified as an authorised driver in the RO except where the Hirer is registered as a company
 - b) Who does not hold a current unrestricted motor vehicle drivers' licence for the particular class of vehicle hired. Learner's permits and provisional licences are NOT acceptable
 - c) Whose breath or blood alcohol concentration exceeds the maximum lawful concentration (0.00 at all times) or who is intoxicated or who is under the influence of any drug, toxic or illegal substance.
 - d) Who has a false name, age, address, or driver's licence detail recorded in the RO
 - e) Whose drivers' licences is provisional or has been cancelled or suspended within 3 years prior to the date of the RO
 - f) Who is under the age of 25 years or over the age of 75 years.

4.2. The Hirer agrees not to:

- a) Use, take or drive the vehicle without written permission of the Company;
 - i. Off-shore or over a waterway
 - ii. Airside
 - iii. Underground
 - iv. Across a State or Territory boarder
 - v. Into a location that is likely to cause the Company to incur a significant financial loss in a vehicle recover situation.
- b) Carry any flammable, explosive or corrosive materials in the vehicles, unless authorised by the Company in writing
- c) Carry persons for hire or reward
- d) 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 and or the towing mechanism of the vehicle
- e) 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

- f) Race, pace enter reliability trials, rally events or hill climb with the vehicle, or test in preparation for those purposes
 - g) Commit an illegal or unlawful act other than a traffic offence, which does not automatically result in the suspension or loss of a driver's licence
 - h) Drive the vehicle if the Company has directed not to do so
 - i) Sub-hire or otherwise part possession of the vehicle without the written consent of the Company
 - j) Misuse the vehicle or drive or use it when it is damaged or unsafe or has sustained radiator fluid loss, transmission, engine oil or any other fluid loss or loss of tyre pressure
 - k) Fill or partially fill the fuel tank with fuel not specified by the vehicle's manufacturer or the Company
 - l) Unnecessarily expose the cabin to excessive dust, smoke, and other airborne materials
 - m) Smoke tobacco or other substances or allow others to smoke tobacco or other substances in the vehicle
 - n) Carry any animal or pet
- 4.3. If during the hire term the vehicle is damaged whether mechanically or otherwise or requires repairs, the Hirer shall as soon as practicable advise the Company by telephone or other available means of the full circumstances and have the vehicle inspected by or towed to the nearest authorised dealer as directed by the Company. The Hirer will comply with the Company's directions. Any repairs to the vehicle not authorised by the Company shall be at the Hirer's expense.
- 4.4. If during the hire term the vehicle is involved in an accident, the Hirer shall:
- a) Report promptly to the Company and the police or other relevant authority, any incident involving loss or damage to the vehicle or any other property or injury to any person
 - b) Give to the Company immediately every summons, complaint, demand or notice in relation to any loss or damage.
 - c) Authorise the Company to bring, defend or settle legal proceedings and have sole conduct of any such proceedings
 - d) Submit to any tests required by the police to determine the concentration of alcohol or other drugs in the Hirer's blood
 - e) Obtain full particulars of all relevant persons and authorities before leaving the scene of an accident.

5. RETURN OF THE VEHICLE

- 5.1. The Hirer agrees to return the vehicle to the Company:
- a) In the same condition in which it was received reasonable wear and tear excepted subject to Clause 8
 - b) To the location by the return date and time set out in the RO
 - c) With all the items referred to in Clause 3.b in good condition
- 5.2. 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 considered on rent and rental charges, together with the vehicle will remain the responsibility of the Hirer.
- 5.3. The Company may take possession of the vehicle without prior demand if it is illegally parked or if, in the Company's opinion the vehicle:
- a) Is being used, or has been used, in contravention of any law or the RO or any of these terms and conditions;
or
 - b) Has apparently been abandoned.
- 5.4. The Company may demand the return of the vehicle on reasonable grounds including where the Hirer has breached or is likely to breach these terms and conditions and the Hirer agrees to cooperate with the Company in the vehicle's recovery.
- 5.5. The Hirer will be responsible for the vehicle and the hire will continue until the Company acknowledges receipt of the vehicle during normal business hours at the Company location set out in the RO.
- 5.6. If the Hirer wishes to return the vehicle to a location other than stated in the RO, then the Hirer shall notify the Company before the vehicle is returned. The company will then advise the Hirer of any relocation fee for the vehicle. Relocation fees must be paid at the completion of the rental period.
- 5.7. If the vehicle is returned outside normal business hours, the vehicle will be considered on rent and rental charges together with the vehicle will remain the responsibility of the Hirer until the Company acknowledges receipt of the vehicle.

6. CHARGES

- 6.1. The Hirer agrees to pay on demand all the following charges up until return to or recovery by the Company of the vehicle, whether or not charges are detailed in the RO or these Terms and Conditions:

- a) All rental charges at the rates set out in the RO. Daily rates apply to each consecutive 24hr period from the commencement of the hire. If the vehicle is returned on the date set out in the RO but after the time specified in the RO, then a further fee equivalent to the daily rate shall apply.
- b) The Rental Kilometre charge at the rate set out in the RO
- c) Goods and Services tax (GST)
- d) Fuel card charges, airport fees and parking and any government taxes or duties incurred at cost plus a processing fee as set out in the RO per event.
- e) All road tolls at cost plus a transaction fee, fines, infringements, penalties, court fees, impoundment charges levied by the Police and other similar charges incurred at cost plus a processing fee.
- f) Any relocation fees that apply under Clause 5.6
- g) The cost to the Company of recovering the vehicle in the circumstances described in Clauses 5.3 and 4.2a(v) plus a mark-up per event.
- h) Replacement of items referred to in Clause 3.1b at cost plus a trade margin to compensate the Company for reasonable labour and warehouse overhead where the Hirer fails to return any item in good condition.
- i) Any amounts payable under Clauses 8 and 9 Loss or Damage Liability.

7. PAYMENT OF CHARGES

- 7.1. After the Company has given the Hirer reasonable notice of its charges and damages under these terms and conditions, the Company is authorised by the Hirer to charge the Hirers account to pay such charges and damages.
- 7.2. If the Hirer fails to make full payment of any charge due to the Company, the Hirer agrees to pay the Company:
- a) Interest on all outstanding charges at a rate equivalent to the prevailing bank rate as damages. Payments received will be credited firstly against any accrued but unpaid interest and
 - b) 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.
- 7.3. 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.

8. LOSS OR DAMAGE LIABILITY

- 8.1. Loss or damage is subject to an excess charge of \$2,500 at minimum.
- 8.2. The Hirer is liable for loss or damage arising from the use of the vehicle.
- 8.3. The Hirer may remedy any damage to the vehicle or missing items prior to the return of the vehicle, provided the work or replacement item is authorised by the Company.
- 8.4. Loss or Damage means:
- a) The vehicle is stolen and not recovered
 - b) Damage to the vehicle requiring repair or replacement
 - c) Loss or damage to third party property
 - d) Recovery fees
 - e) Loss of use, which is compensation to the Company for the period the vehicle is under repair or replacement and cannot be rented.
- 8.5. The Hirer acknowledges that:
- a) The Company is not liable for any indirect economic or consequential loss or damage incurred by the Hirer
 - b) The Company is not liable for any loss of property of the Hirer left in the vehicle after it is returned to the Company.
- 8.6. The Hirer indemnifies the Company, which includes offer employee agent contractor or invitees of the Company for any liability loss claim suite action expense demand or proceedings of whatsoever nature the Company may suffer due to or attribute to the Hirer's negligence.

9. LOSS OR DAMAGE – CONDITIONS AND EXCLUSIONS

- 9.1. The Hirers loss or damage charge will be payable in full in the following circumstances:
- a) Theft – Where the vehicle is left unlocked or unsecured or the Hirer has not kept the vehicles keys secure.
 - b) Water damage – unless the Hirer is not at fault.
 - c) Extra Detailing – to the interior of the vehicle caused by food or drink, stains, marks and smoke damage requiring professional cleaning, deodorising or repair.
 - d) Tyres and wheel damage – not attributable to reasonable wear and tear, such as punctures, cuts, abrasions, and stakes.
 - e) Windscreen damage – such as chips, cracks and stars
 - f) Overhead damage – caused by driving the vehicle into or under any object of the same or greater height than the base of the vehicle's front windscreen

- g) Undercarriage damage – 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.
- h) Off road usage – when driven, used or stationary in off-road conditions. Off road conditions mean any graded roads that are regularly maintained or roads that are maintained and regulated by a mining company. Roads with an open pit mine are specifically classified as off road.
- i) Cargo damage – during loading, unloading or failing to secure properly any load or equipment.
- j) Dangerous driving causing damage – deliberately using the vehicle in a dangerous, reckless or careless manner contrary to prevailing road conditions and speed limits.
- k) Legal costs or expenses – on a full indemnity basis and interest as a result of the Hirers failure to deliver immediately every summons, complaint, demand or notice in relation to any loss or damage.
- l) 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.
- m) Corrosion damage – irrespective of the cleaning or preventative maintenance methods or processes implemented by the Hirer.
- n) Preventable loss or damage – attributable to inadequate cleaning and maintenance of the air cleaner element.
- o) Unreported damage – which cannot be attributed to a specific incident and was not reported.
- p) Supplied items missing or damaged.

10. GENERAL CONDITIONS/PROVISIONS

- 10.1. All hires on a Public Holiday will incur a 30% surcharge.
- 10.2. 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 these terms and conditions.
- 10.3. 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.
- 10.4. 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.
- 10.5. 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 these Terms and Conditions and the Hirer releases and indemnifies the Company, including for legal costs from any such claim.
- 10.6. The Company's rights under the RO and these terms and conditions may only be waived in writing by one of the Company's officers.
- 10.7. Words used in the RO and/or noted on the RO and these terms and conditions include all genders and singular words include the plural.
- 10.8. The Hirer warrants that all information supplied in connection with these terms and conditions, 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.
- 10.9. All references to the Hirer shall include all authorised drivers in the RO and in respect to Clause 4.5d, the driver required to submit to any test by the police.
- 10.10. Where the Hirer is more than one person the Hirer's obligations under the RO are joint and several "Person" includes a company.
- 10.11. The Hirer is responsible for notifying the Company when the vehicle is due for a service in accordance with the service sticker located in the top right corner of the vehicle's windscreen or the manufacturers service manual.
- 10.12. The hirer acknowledges that no alcohol is to be taken on board or consumed on Fassifern Coaches vehicles, unless prior approval has been given (see our Food & Beverage Condition). In the interests of safety, Fassifern Coaches has a strict NO GLASS Policy.
- 10.13. Fassifern Coaches reserves the right to charge the hirer a minimum fee of \$500 for cleaning of each vehicle, if the vehicle returns in a state of unserviceability for the next hire or should the vehicle be returned with an unreasonably dirty interior.

11. RENTAL PERIOD

- 11.1. A day is defined as a 24-hour period from the time of pick up or delivery.

12. EXCLUSIONS

- 12.1. Fuel is not included in the hire rates.

- a) All vehicles are supplied with a full tank and the vehicle must be returned the same. Returning vehicles that have not been refuelled, will be refuelled at the Hirer's expense, charged at the amount listed in the RO.

12.2. There is rental kilometre charge for travel undertaken on all hire vehicles.

13. SMOKING

13.1. Smoking is not permitted, by law, on any vehicle supplied by the Company.

For extended Hires (more than 7 consecutive days), the Hirer agrees to ensure:

Use of the Vehicle

- a) The vehicle is made available for servicing at intervals advised by the Company or in the absence of such advice, in accordance with the manufacturer's service manual
- b) Tyre pressure, fluid and fuel are maintained at the proper operating levels in accordance with the manufactures specifications and to immediately report any defect to the Company
- c) The vehicle is subjected to daily vehicle checks when operated under "harsh conditions" in accordance with the following definitions:
 - i. Harsh conditions include constant use in dusty, rough, corrosive, or muddy conditions, use in low range drive mode, use in heaving towing, short trips (less than 15kms) in sub zero temperatures and water immersion to any depth
 - ii. Daily vehicle checks include visual inspection of mechanical components, inspection and cleaning (or replacement if applicable) of the air cleaner element, checking and topping up of fluid levels including engine oil, transmission, power steering, radiator brake and windscreen washer fluids and clearing corrosive materials form the body and under carriage with suitable clean water.

When the Hirer is, with the agreement of the Company, responsible for all service and maintenance of the vehicle, the Hirer agrees to:

- a) Complete the services within the prescribed intervals
- b) Ensure a qualified technician performs the service
- c) Ensure the manufacturers service manual records the service
- d) Advise the Company in writing of the details as soon as practicable after the event

When the Hirer replaces a part or accessory on the vehicle and the part or accessory is not specified by the manufacturer then the part or accessory replaced shall be of the same make and specification as was in the vehicle when it was hired.

Return of Vehicle

Where the vehicles overdue service interval exceeds 10,000kms and the Hirer has not taken reasonable steps to remedy the situation, the Hirer agrees that the Company, having given 14 days' notice, has the right to demand the return of the vehicle. If the vehicles are not returned by the due Date, then the Hirer agrees that the Company has the right to take all reasonable steps to collect the vehicle from the Hirer.

Charges

The Hirer agrees to pay on demand:

A Late Service Fee if:

- i. The vehicle is not returned to the Company or an authorised third-party service agent for a manufacturer recommended service and the estimated or actual odometer reading is more than 2,500kms overdue or;
- ii. Clause 4.6 applies and there is no evidence of a service being performed; and

— FASSIFERN COACHES

"Connecting people, places and community"

RENTAL ORDER ACKNOWLEDGEMENT

This is to certify that I, _____ (print name)
have read, understand and accept the "Dry Hire" rental Terms and Conditions.

Signed

Date

/ /

— FASSIFERN COACHES

"Connecting people, places and community"

"Dry Hire" - RENTAL ORDER

GROUP DETAILS					
Group Name					
Contact Person					
Address		Suburb		Post Code	
Mobile Phone Number					
HIRE DETAILS					
Date Required	/	/	Number of Passengers		
Pick Up Date	/	/	Pick Up Time		AM PM
Return Date	/	/	Return Time		AM PM
DRIVER DETAILS					
Name			Date of Birth	/	/
Address (as it appears on licence)		Suburb		Post Code	
Licence Number			Licence Expiry Date	/	/
Licence Class			Licence Type		
HIRE VEHICLE					
Registration Number			Seating Capacity		
Make/Model					
ODOMETER READINGS					
Odometer at Pickup			Odometer at Drop Off		
Total Kms Travelled					
VEHICLE TOOLS SUPPLIED					
Tools/Parts Supplied				Sets of Keys Supplied	
COMPANY ACKNOWLEDMENT OF VEHICLE RETURN (OFFICE USE ONLY)					
Name			Signature		
Details Noted (Condition)					
HIRE CHARGES					
Daily Rental Charge		Days @	\$200 per day	Total	\$
Rental Kilometres		Kms @	\$0.70 per Km	Total	\$
Fuelling Charge		Litres @	\$2.00 per Litre	Total	\$
Cleaning Charge		\$500 minimum		Total	\$
				Total Hire Charge	\$
				Security Bond \$500	\$
				Damage Excess Charge (if applicable)	\$
				TOTAL PAYABLE	\$