



TERMS AND CONDITIONS

- Vehicle is free to use while your vehicle is being serviced or repaired by us.
- Due to insurance requirements, vehicle can only be loaned to anyone that holds an unrestricted Australian drivers licence (i.e no L or P plate drivers).
- The customer is responsible for replacing or paying for fuel used during the loan period.
- A late fee of \$100 per day or part thereof is payable if vehicle is not returned at the agreed date/time.

This courtesy vehicle is made available to the customer as a "BAILEE" subject to the following terms and conditions.

The Customer Agrees:

That all running expenses (including fuel) will be met by the Customer and the Customer agrees to return the vehicle with the same fuel level, as when this Agreement was entered into. Furthermore, the Customer authorise the Provider to charge reasonable costs to this affect in the event the Customer is unable to do so.

The Customer is responsible for any damages, mechanical or otherwise, caused to the vehicle during the Agreement Period.

That any damage to the Vehicle and/or its components, as a result of accident or collision, be reported as soon as possible to the Provider by the Customer

The Customer understands that he/she is liable and agrees to meet the cost of any repairs to the Vehicle arising from accident or collision (where that cost is less than the Insurance Excess as detailed in this Agreement). Furthermore, where the cost of such repairs exceeds the Insurance Excess, the Customer agrees to meet the whole of the Insurance excess.

The Customer agrees to meet the cost of any traffic infringement and/or lawful charges and fees incurred during the Agreement Period and agrees to pay all fines, tolls, fee's, and charges imposed as a result thereof.

The Customer agrees that the vehicle will be returned in a reasonably clean condition and failure to do so will result in the Customer being charged for meeting the reasonable expenses pertaining to the cleaning of the Vehicle.

In the event that the Vehicle is not returned to the Provider at or before the time specified in this Agreement or within 24 hours of a demand by the Provider, the Customer acknowledges and agrees that he/she will pay the Provider the

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“Late Fee” specified in this Agreement per day or part thereof and that the failure to return the Vehicle in accordance with this clause amounts to a breach of an essential term of this Agreement and entitles the Provider to terminate this Agreement without penalty.

If the Provider terminates this Agreement pursuant to Clause 7 and the Vehicle remains in the possession of the Customer, the Customer is deemed to have received but unlawfully retained the Vehicle with the knowledge the Provider may report the Vehicle as stolen.

The Customer agrees that he/she will be the only driver of the Vehicle and will drive the Vehicle in a safe manner in accordance with the relevant State Road Rules and any other relevant legislation (which includes the Transport Act 2013)

The Customer unconditionally and irrevocably indemnifies the Provider and will keep the Provider indemnified against any loss, cost, charge, liability or claim in relation to any breach of this Agreement.

This Agreement may only be varied with the express written consent of the Provider and Customer.

The Provider and Customer expressly agree that this Agreement constitutes the entire Agreement of the provider and Customer and supersedes all prior understandings, negotiations, agreements, written or oral, expressed or implied.

If any of the provisions of this Agreement is held to be invalid or unenforceable for any reason, it shall be severable and shall not affect the remaining provisions of this Agreement.

Excess Amount:

18-20 yo - \$2750

21-24 yo - \$2000

25+yo - \$1000

25 + Inexperienced Driver - \$1250 (held a drivers licence for less than 2 consecutive years)

Please note, in the event of an accident/incident the full excess will be charged to the customer regardless of fault. If it is deemed the customer was not at fault and the at fault party can be identified the excess will be refunded in full.

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