

CONDITIONS OF HIRE

PLEASE READ THESE CONDITIONS OF RENTAL VERY CAREFULLY

- Definitions:** In these conditions of hire: _ (a) 'The Owner' is Adairs Mini Bus Hire (b) 'The Renter' is the person or company identified on the front hereof.
- The Offer:** The Renter by his/her signature offers to rent from The Owner for the rental period and to pay the total rent to The Owner plus:
- (a) Charges for fuel
 - (b) **Any fines** for traffic, E-Tag or parking offences imposed on any person or company in respect of the rental period. The Owner will be entitled to a **\$30.00 administration fee** for processing each and every fine received and any subsequent costs incurred during the period of rental.
 - (c) Owners expenses in repossessing the vehicle
 - (d) Any costs for underbody or overhead damage
- Warranties:** The Owner shall not be responsible to pay any person whatsoever for the loss or damage to any property stolen from the vehicle or otherwise lost during the hiring or left in the vehicle after the return to The Owner and The Renter hereby indemnifies The Owner against any such claim in respect thereof.
- Insurance Excess:** Insurance excess is **\$1,000.00**
- Renters other obligations:** The Renter shall:
- (a) Not allow the vehicle to be driven by any other person other than him/herself nor for any illegal purpose.
 - (b) Have attained the age of 25 years.
 - (c) Hold the minimum class licence for vehicle nominated.
 - (d) Pay to The Owner for Owners use such deposit on account of total rent or otherwise as The Owner may require.
- Insurance:** The vehicle nominated in this agreement is covered by full comprehensive insurance however, The Renters insurance is void if vehicles are driven on unsealed or unmade roads or surfaces or if driver is under the influence of drugs and alcohol or any illegal substances.
- Return of the Vehicle:** The Renter shall be personally responsible for and shall pay all costs for the return of the vehicle in good conditions save for reasonable wear and tear. The vehicle will be returned on the time and date specified and the vehicle will be returned will all tools and accessories as supplied. The Renter will be responsible for all costs incurred by The Owner in attempting to recover the vehicle. The Renter is responsible for all damage to the vehicle if returned after hours until such time as it has been inspected by an Adairs representative.
- Credit Balance:** The Renter warrants that the credit card supplied has a minimum credit balance for the applicable deposit.
- Co-operation:** The Renter agrees to co-operate fully with the requests of any officer of the Owner and failure to co-operate fully will render The Renter liable for all losses or damages suffered by The Owner. The Renter also agrees to supply The Owner with a full printout of the driving history from the relevant authority for each and every driver at any time as requested by The Owner.
- Accidents:** All accidents must be reported to the police immediately. Failure to report accidents to the police will render insurance null and void. The Renter must pay the costs of towing the vehicle as required by the police, The Owner or other persons.
- Signing of Agreement:** Every person signing this Agreement will be bound both jointly and severally.
- Warranty by the Renter:** The Renter warrants that each and every driver:
- (a) Is the holder of a current valid driver's licence
 - (b) Is over the age of 25 years
 - (c) Has not been convicted of any offence relating to the driving of a motor vehicle whilst under the influence of liquor or drugs
 - (d) Has not been refused motor vehicle insurance
 - (e) Has supplied the correct information relating to age, telephone number and the like
 - (f) Will not be in breach of any road rule or regulation during the period of rental.
- Condition of Vehicle:** The Renter acknowledges that the vehicle is in good repair and condition and repair and that it is The Renters obligation to notify The Owner of any defects, damage or the like to the vehicle prior to The Renter removing the vehicle from The Owners premises.
- Engine Overheating:** The Renter is solely responsible for all damage resulting from engine overheating and should the engine seize because of overheating, The Renter shall pay the costs of a new replacement engine and fitting.
- Loss of Rental:** Should the action of The Renter cause the vehicle to be unavailable for hire for any reason whatsoever then The Renter will be responsible for the full daily rate hire for the total period that the vehicle is unavailable for rental.
- Cleaning:** A minimum cleaning charge of **\$80.00** will be payable if the vehicle is returned in an unreasonable condition.
- Refuelling Rate:** The Renter is required to return the vehicle with at least the **same amount of fuel** that was in the vehicle at the commencement of the rental. If The Renter elects not to refuel the vehicle, a **\$25.00 refuelling charge** will apply.
- Address for Service:** The Renter accepts that the address supplied for The Renter is correct and for all purposes whatsoever shall be the correct address for service of any notice against all actions and claims by any parties resulting from the rental period.
- Costs:** The Renter will pay all costs, including legal costs and court fees incurred by The Owner, in any actions or claims arising from this agreement and will indemnify The Owner against all actions and claims by any parties resulting from the rental period.
- Odometer:** If it is found that the odometer has been tampered with during the rental period, The Renter shall pay a fee of **\$200.00 per day** of the period of rental.
- Tyres:** The Renter is totally responsible for all damage to tyres caused by negligence and for puncture repairs. If vehicle is returned with damaged tyres, repair costs will be charged to The Renter.
- Windscreens:** The Renter is liable for all damage including breaks and chips to the windscreens, glass and mirrors of the vehicle. Stone chips to glass incurred during the rental will be charged at **\$50 each**. Cracks in windscreens will render The Renter liable for replacement.