



Terms and Conditions

1 Introduction

- 1.1 All contracts have some legal terms and We ask that You take Your time to read these Terms and Conditions before commencing Your hire as We want You to fully understand Your rights and obligations.
- 1.2 When You hire a Vehicle from Us the legal contract (**Albany Truck Hire Contract**) You have with Us consists of two separate documents. They are:
- (a) the Albany Truck Hire Agreement (**Hire Agreement**) You have signed to rent the Vehicle from Us; and
 - (b) these hire terms and conditions (**Terms and Conditions**).
- 1.3 The date of the Albany Truck Hire Contract is the date shown in the Hire Agreement.

2 Who may drive the Vehicle?

- 2.1 Only You or an Authorised Driver may drive Our Vehicle. If You let anyone who is unauthorised drive the Vehicle it is a Major Breach of the Albany Truck Hire Contract with the consequence that:
- (a) neither You nor the unauthorised driver has cover for any Damage, theft of the Vehicle or for any Third Party Loss; and
 - (b) both You and the unauthorised driver are liable to pay for that Damage, theft and for any Third Party Loss.
- 2.2 You and any Authorised Driver **must** also have a valid licence issued in an Australian state or territory or an international licence (with a translation into English if it is not issued in English) that is appropriate for the class of Vehicle and that is not subject to any restriction or condition and learner drivers and provisional and probationary licence holders are not acceptable and **must not** drive the Vehicle.
- 2.3 We set age limits for those hiring and driving Our Vehicle, so that You and any Authorised Driver **must** be at least 21 years of age and not more than 75 years of age and have no less than 12 months driving experience, unless We have agreed to a variation of that restriction before the Start of the Hire and it is shown in the Hire Agreement.
- 2.4 The Vehicle **must not** be driven if Your licence or the licence of any Authorised Driver has been cancelled within 1 year of the date of the Hire Agreement.

3 Prohibited use

- 3.1 The Vehicle **must not** be driven by You or any Authorised Driver:
- (a) if You or any Authorised Driver is intoxicated or under the influence of drugs or alcohol or has a blood alcohol content or any urine or oral fluid sample that exceeds the limit set by law and You and any Authorised Driver **must not** fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;
 - (b) recklessly or dangerously; or
 - (c) whilst the Vehicle is damaged or unsafe.
- 3.2 You and any Authorised Driver **must not** use the Vehicle:
- (a) for any form of contest or reliability trial or for driving instruction or for any motor sport or time trial or while being tested in preparation for any motor sport;
 - (b) for any illegal purpose;
 - (c) to move dangerous, hazardous, corrosive, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
 - (d) so that its load exceeds the limits for which the Vehicle was constructed, registered or licensed or which exceeds that permitted by law, regulation, permit or advisory sign;
 - (e) in connection with the motor trade for experiments, tests, trials or demonstration purposes; or
 - (f) in an unsafe or un-roadworthy condition.
- 3.3 You and any Authorised Driver **must not**:
- (a) damage the Vehicle deliberately or recklessly or allow anyone else to do so;
 - (b) modify the Vehicle in any way;
 - (c) sell, rent, lease or dispose of the Vehicle; or
 - (d) register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009 (Cth);
- 3.4 You and any Authorised Driver **must not** use the Vehicle:
- (a) to transport any animals except assistance animals;
 - (b) to carry passengers for hire, fare or reward; or
 - (c) to carry a number of passengers more than that for which the Vehicle was constructed.
- 3.5 You and any Authorised Driver must not smoke in the Vehicle and You must prevent any passenger from doing so. You **must** pay for additional cleaning and deodorising costs if there is a breach of this clause.

4 Where the Vehicle can and cannot be used

- 4.1 The Vehicle **must** only be driven on a Sealed Road or a gravel road that is properly formed, constructed and maintained by a statutory or government authority.
- 4.2 The Vehicle **must not** be used in any area that is prohibited by Us. Prohibited areas include:
- (a) roads that are prone to flooding or are flooded;
 - (b) beaches, streams, rivers, creeks, dams and floodwaters;
 - (c) any road where the police or an authority has issued a warning;

- (d) any road that is closed;
- (e) any road where it would be unsafe to drive the Vehicle;
- (f) any area where snow has fallen or is likely to fall; and
- (g) any area that is off-road.

5 Your obligations

- 5.1 At the Start of the Hire and before collecting the Vehicle:
- (a) You must pay Us the Hire Charges shown in the Hire Agreement; and
 - (b) We may pre-authorise Your credit card for a Bond.
- 5.2 The Bond will not be collected at the End of the Hire provided that:
- (a) all amounts due to Us under the Albany Truck Hire Contract have been paid;
 - (b) the Vehicle have been returned to the Hire Location at the date and time set in the Hire Agreement;
 - (c) there is no Damage or Third Party Loss;
 - (d) the interior and exterior of the Vehicle are clean;
 - (e) the Vehicle has a full tank of fuel; and
 - (f) there has not been a Major Breach of the Albany Truck Hire Contract,
- and We reserve the right to debit Your credit card for all or part of the Bond if there is a breach of any of these conditions.
- 5.3 At the End of the Hire You **must**:
- (a) pay Us the balance of the Hire Charges including but not limited to:
 - (i) extra kilometre charges pursuant to clause 8.5; and
 - (ii) overtime charges pursuant to clause 8.6(a) and 8.6(b);
 - (b) pay up to the LDE if there is Damage or Third Party Loss or if the Vehicle has been stolen;
 - (c) return the Vehicle with a full tank of fuel;
 - (d) pay for cleaning costs We incur in reinstating the Vehicle to the same condition it was in at the Start of the Hire, fair wear and tear excepted;
 - (e) pay for all Overhead Damage and Underbody Damage; and
 - (f) pay for any Damage caused by the immersion of the Vehicle in water.
- 5.4 You and any Authorised Driver **must** pay all speeding and traffic fines and infringements as well as any fines or charges imposed for parking or towing the Vehicle or release of the Vehicle if it has been seized by a regulatory authority.
- 5.5 If You make a Damage Cover claim or We process or pay for any fines or infringements incurred by You during the Hire Period We will charge You an Administrative Fee for all such processing as well as charging You for the claim, fine or infringement.
- 5.6 You and any Authorised Driver **must** lock the Vehicle when it is not in use or unattended and You and any Authorised Driver **must** keep the keys or remote control device in Your possession at all times;
- 5.7 You and any Authorised Driver **must** take reasonable care of the Vehicle by:
- (a) preventing it from being damaged;
 - (b) making sure that it is protected from the weather;
 - (c) maintaining the engine and brake oils, coolant level and tyre pressures;
 - (d) using the correct fuel type; and
 - (e) making sure that it is not overloaded.
- 5.8 You and any Authorised Driver **must** also take reasonable care of the Vehicle by complying with all statutory obligations and by-laws or regulations, industry codes of practice and recognised standards imposed by any statutory, public or government authority that apply to the use of the Vehicle.
- 5.9 You **must not** tamper with or interfere with the operation of the GPS Device.
- 5.10 If during the Hire Period:
- (a) the Vehicle develops a fault;
 - (b) a warning light or electronic warning system message appears;
 - (c) there are low coolant, brake or engine oil levels; or
 - (d) low tyre pressure,
- You **must** inform Us immediately and not drive the Vehicle unless We have authorised You to do so and You **must not** let anyone else repair or work on the Vehicle without Our prior written authority to do so.

6 Our obligations

- 6.1 We will provide You with a Vehicle that is mechanically sound and in good working order taking into account the age of the Vehicle.
- 6.2 If the Vehicle breaks down during the Hire Period because of Our negligence We will recover and repair the Vehicle as soon as possible. If the Vehicle cannot be repaired We will use Our best endeavours to provide a replacement Vehicle where one is available.
- 6.3 We are not responsible for any consequential loss You may suffer if the Vehicle breaks down unless this is because of Our negligence.

7 Damage Cover

- 7.1 Damage Cover is included in the Hire Charges.
- 7.2 Subject to these Terms and Conditions if You or any Authorised Driver has an Accident We will indemnify You for any Damage or Third Party Loss or if the Vehicle is stolen but You **must** pay up to the LDE unless We agree that You were not at fault and the other party's insurance company accepts liability.

- 7.3 There is no Damage Cover for any driver who is less than 21 years of age or more than 75 years of age and allowing anyone who is less than 21 or more than 75 to drive the Vehicle is a Major Breach of the Albany Truck Hire Contract.
- 7.4 Unless We agree otherwise, an amount up to the LDE is payable at the End of the Hire for each Accident or theft.
- 7.5 There is no Damage Cover:
- (a) for:
 - (i) Overhead Damage;
 - (ii) Underbody Damage; or
 - (iii) Damage caused by immersion of the Vehicle in water; or
 - (b) if there is a Major Breach of the Albany Truck Hire Contract,
- and You and any Authorised Driver are each liable for all Damage, theft of the Vehicle and Third Party Loss arising therefrom.
- 7.6 There is no Damage Cover for personal items that are left in or stolen from the Vehicle.

8 Hire Period, costs & charges

- 8.1 The Hire Agreement shows:
- (a) the Hire Period for which You have hired the Vehicle; and
 - (b) the Hire Charges.
- 8.2 At the Start of the Hire You **must** inspect the Vehicle to make sure that any pre-existing damage is noted and shown in the Hire Agreement.
- 8.3 You **must** return the Vehicle on the date and by the time shown in the Hire Agreement and if You require the Vehicle for longer than the Hire Period, You **must notify** Us at least 24 hours prior to the expiration of the Hire Period.
- 8.4 If You fail to return the Vehicle on the date and by the time shown on the Hire Agreement (or any extended date or time agreed with Us) We may terminate the Albany Truck Hire Contract and if the location of the Vehicle is unknown after written notice to You We will report the Vehicle as stolen to the Police.
- 8.5 A daily limit of 600 kilometres applies unless You have Our prior written approval and it is noted on the Hire Agreement. For each day You exceed that limit Your LDE is increased as shown on the Hire Agreement and You will incur an additional fee to have it reduced.
- 8.6 If You return the Vehicle:
- (a) more than one hour after the time set for its return in the Hire Agreement We will charge You \$25 per hour up to one full day's hire and a further full day's hire for each 24 hour period thereafter until the Vehicle is returned to Us;
 - (b) at any time other than during Our normal business hours You must pay for the daily Hire Charges and all Damage until the Hire Location next opens for business; or
 - (c) without a full tank of fuel a refuelling charge will apply in addition to the cost of the fuel.
- 8.7 At the End of the Hire You **must** also pay for all amounts owing pursuant to clause 5.3.
- 8.8 All moneys payable under the Albany Truck Hire Contract are payable to Us in full at the End of the Hire and any moneys owed to Us thereafter accrue interest at the rate of 10% per annum commencing 14 days after the End of the Hire.
- 8.9 Any amount payable under the Albany Truck Hire Contract is subject to subsequent verification and adjustment and details of any adjustments will be provided to You as soon as practicable. If any amount is due to Us or remains unpaid You authorise Us to debit Your credit card with that amount within a reasonable time after the End of the Hire.

9 Accidents or breakdowns

- 9.1 Twenty four hour roadside assistance is provided free of charge but You must contact Us on the phone number shown in the Hire Agreement. Provided there has not been a Major Breach of the Albany Truck Hire Contract We will arrange for Our roadside assistance provider to supply all practical assistance as soon as practicable.
- 9.2 We are not responsible for and there is no roadside assistance for:
- (a) damage caused by use of the incorrect fuel type;
 - (b) tyre changing;
 - (c) lost keys;
 - (d) keys locked in the Vehicle; or
 - (e) a flat battery in the Vehicle because you have left the lights or audio equipment on,
- and extra charges will apply if any of these services are provided at Your request.
- 9.3 If You or an Authorised Driver has an Accident or if the Vehicle is stolen You **must** report the Accident or theft to Us within 24 hours of it occurring and fully complete an Accident/Theft report form.
- 9.4 If the Vehicle is stolen or if You or an Authorised Driver has an Accident where:
- (a) any person is injured;
 - (b) the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or
 - (c) the other party appears to be under the influence of drugs or alcohol,
- You or the Authorised Driver **must** also report the theft or Accident to the Police.
- 9.5 If You or an Authorised Driver has an Accident You and the Authorised Driver **must**:
- (a) exchange names and addresses with the other driver;
 - (b) obtain the names and addresses of all witnesses;
 - (c) not make any admission of fault or promise to pay the other party's claim or release the other party from any liability;
 - (d) forward all third party correspondence or court documents You receive to Us within 7 days of receipt; and
 - (e) co-operate with Us in the prosecution of any legal proceedings that We may institute or the defence of any legal proceedings which may be instituted against You or Us as a result of an Accident, including attending Our lawyer's office and any Court hearing.

10 Consequences of a Major Breach of the Albany Truck Hire Contract

- 10.1 If You or any Authorised Driver:
- (a) commit a Major Breach of the Albany Truck Hire Contract in a way that causes Damage, theft of the Vehicle or Third Party Loss; or
 - (b) drive the Vehicle in a reckless manner so that there has been a substantial breach of road safety legislation, including the Criminal Code of Western Australia, or equivalent legislation in other states (where You have Our prior permission to take the Vehicle interstate):
- You and any Authorised Driver:
- (i) have no Damage Cover; and
 - (ii) are liable for all Damage, theft of the Vehicle and Third Party Loss.
- 10.2 We may terminate the Albany Truck Hire Contract and take immediate possession of the Vehicle if a breach of any part of clause 10.1 has occurred.

11 Other general provisions

- 11.1 The Albany Truck Hire Contract is governed by the laws of the State of Western Australia and You agree that courts in that state have non-exclusive jurisdiction to determine any dispute that arises between You and Us.
- 11.2 The Australian Consumer Law provides You with rights that are not affected by the Albany Truck Hire Contract and any provision in this contract is subject to the implied terms and conditions of that and any corresponding Federal or State legislation.
- 11.3 We may fit a GPS Device to the Vehicle to enable Us to track the Vehicle while it is out of Our possession. When you sign these Terms and Conditions You authorise Us to use the GPS Device to track the Vehicle until it is returned to Us.
- 11.4 Your privacy is important to Us and We take all reasonable steps to ensure that Your personal information is securely held and protected from misuse of unauthorised access.
- 11.5 We welcome every opportunity to resolve any concerns You may have with Our service. In the first instance contact Us to discuss Your concern. If You are not satisfied with the response received and Your concern is still not resolved to Your satisfaction please write to:
- Albany Truck Hire IDR Officer
376 Albany Highway
ALBANY WA 6330
- Your concern will be investigated by an officer with full authority to deal with the complaint and We will inform You of the outcome within fifteen working days of receiving Your letter.

12 Definitions

When You read these Terms and Conditions You will see that there are a number of terms that occur regularly throughout this document. These words or phrases have a specific meaning each time they appear.

Accident means an unintended and unforeseen incident, including a collision between the Vehicle and another Vehicle or object; or a weather event that results in Damage or Third Party Loss.

Administrative Fee means a fee of \$55 including GST for the administrative costs associated with Your rental.

Albany Truck Hire means Atach Pty Ltd ACN 143 513 697 as trustee for the Gleave Family Trust.

Authorised Driver means any driver approved by Us in writing on the Hire Agreement prior to the Start of the Hire.

Bond means the amount of \$150 We collect from You at the Start of the Hire as security for the Hire Charges and other fees and charges incurred during Your rental.

Damage means any damage to the Vehicle including its parts, components and accessories, towing and assessing fees and Loss of Use.

End of the Hire means the later of the date and time shown in the Hire Agreement or the date and time the Vehicle is returned to Us.

GPS Device means a GPS or other device that is fitted to the Vehicle that has electronic tracking capabilities.

Hire Charges means the charges payable for renting the Vehicle from Us together with GST and any other taxes or levies which are all fully set out in the Hire Agreement.

Hire Location means 376 Albany Highway, Albany WA 6330.

Hire Period means the period commencing at the time shown in the Hire Agreement and concluding at the End of the Hire.

Loss and Damage Excess (LDE) means the amount including GST You **must** pay Us in the event of an Accident that causes Damage or Third Party Loss or there has been a theft of the Vehicle.

Loss of Use means Our loss calculated on a daily basis at the daily rate shown in the Hire Agreement because the Vehicle is being repaired or replaced if it is written off as a result of an Accident or it has been stolen.

Major Breach means a breach of any of clauses 2.1, 2.2, 2.3, 2.4, 3.1, 3.2, 3.3, 4.1, 4.2, 5.6, 5.7, 5.8, 5.10(a), 5.10(b), 5.10(c), or 7.3 that causes Damage, theft of the Vehicle or Third Party Loss.

Overhead Damage means any damage to the Vehicle or any Third Party Loss caused by an impact to the Vehicle that is level with or above the top of the windscreen of the Vehicle including any Damage to the pantech as a result of such an impact.

Sealed Road means a road sealed with a hard material such as tar, bitumen or concrete.

Start of the Hire means the date and time that the hire commences as shown in the Hire Agreement.

Third Party Loss means loss or damage to third party property, including other motor vehicles and any claim for third party loss of income.

Underbody Damage means any damage to the Vehicle caused by an impact to the underside of the Vehicle by an impact with the road or any obstruction that does not arise as result of an impact with another vehicle.

Vehicle means the vehicle described in the Hire Agreement and includes its parts, components and accessories, including the GPS unit.

We, Us, Our, means Atach Pty Ltd ACN 143 513 697 as trustee for the Gleave Family Trust trading as Albany Truck Hire ABN 67 631 527 895.

You, Your means the person, whether it is an individual, a firm or company that rents the Vehicle from Us and whose name is shown in the Hire Agreement.