



Denmark Recreation Centre

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Community Bus Hire Terms and Conditions of Rental Agreement

THIS AGREEMENT

(‘Agreement’) is between the person signing the agreement and the SHIRE OF DENMARK. This agreement is for the hire of the vehicle described below and the other side of this page including all the vehicle parts, tyres, tools, accessories and equipment in or fitted to the vehicle.

DEFINITIONS

The ‘owner’ means the SHIRE OF DENMARK. The ‘renter’ is the person signing this agreement. Where the renter is more than one person liability shall be joint and several. The ‘vehicle’ means TOYOTA COASTER, registration DE2044. ‘Damage’ includes loss of and damage to the vehicle, its tyres, tools, accessories and any equipment in or fitted to the vehicle. It includes any cost incurred by the owner in connection with the loss or damage. ‘Third Party Damage’ means any loss or damage to third party property and includes any cost incurred by the owner in connection with such loss or damage.

WHO MAY OPERATE THE VEHICLE

The renter agrees that they **will not** (a) allow the vehicle to be used for any illegal purpose, race, contest or tow or push anything or carry more passengers or load than that for which it was built. (b) Be under the influence of alcohol or drugs. (c) Abuse or misuse the vehicle or use it when it is damaged or unsafe or use it in conditions for which it is unsuitable such as unmade roads. (d) Use the vehicle for the conveyance of any load which is unsafe, flammable or which is incorrectly loaded or secured. (e) Allow any person to drive the vehicle other than the persons designated as the driver to drive or operate the vehicle. All drivers must be at least twenty one years and must currently hold and have held for at least 12 months a LR, MR or HR license which is valid in the state of Western Australia. (f) Drive or allow the vehicle to be driven in contravention of any provision of any road traffic or other applicable legislation applying in the State of Western Australia. (g) Allow any smoking in the vehicle.

RETURN OF VEHICLE

The renter will return the vehicle: (a) to the place and at the time specified by the owner. (B) In the same condition it was at the commencement of the rental. If the renter returns the vehicle in a condition that is dirty or unclean then the owner may deduct from the bond the cost of cleaning the vehicle (\$100.00). If the bond is insufficient to cover the cost of the cleaning then any excess is due payable by the renter upon notification in writing. The owner may terminate this agreement and repossess the vehicle without notice if the owner suspects that the renter has breached or is likely to breach this agreement. If this occurs the renter will pay all costs and charges of the owner under this agreement.

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ACCIDENT, DAMAGE AND LOSS OF PROPERTY

The Shire of Denmark Insures for damage to the vehicle, all third party property and personal damages. It is the responsibility of the hirer to ensure that they possess a valid policy to protect the driver and the passengers for any personal injuries they may sustain as a result of their use of the community bus.

The renter is liable to the extent permitted by the law for all third party damage occurring during The rental period which is caused whether directly or indirectly by the renters breach of the agreement. The renter acknowledges that the owner is not liable for any loss caused by theft of any personal property from the vehicle, for damages to any personal property in the vehicle or for the loss of any property left in the vehicle at the end of the rental period.

The renter's liability shall be limited to the non-waivable insurance excess of three hundred dollars (\$300.00) for damage occurring to the vehicle during the rental period. The renter is liable for all damage that is not covered by the owners insurance resulting from any breach of this agreement. The renter acknowledges the owner has not in any way represented itself to the renter as a person carrying on the business of insurance. The renter agrees to indemnify the owner from and against any or all claims, demands, action, liabilities, losses, costs and expenses (including but not limited to legal costs) incurred by the owner as a consequence of the renter to perform the obligations under this agreement.

CLAIMS AND PROCEEDINGS

The renter will pay a bond (\$300.00) to the owner as security against any loss incurred by the owner as a result of the vehicle being returned in a dirty or unclean condition with minor damage. The bond may be used by the owner to pay for any or all losses, costs and expenses incurred by the owner as a consequence of this rental. Any cleaning, required to be undertaken by the owner shall be charged at a rate of \$100.00. Where the use of this vehicle by the renter results in any claim, accident, damage or loss the renter, (a) will promptly report such an incident in writing to the owner, (b) will not, without the owners written consent, make or give any offer, promise or payment, settlement, waiver, release indemnity or admission of liability, (c) will complete the owners accident report form and furnish to the owner within a reasonable time any statement information or assistance the owner or its insurer may require, including attendance at the owners lawyers offices and giving evidence in a court of law.

PAYMENT

The renter agrees to pay the owner on demand after due allowance for any prepayments all charges payable under this agreement, including but not limited to; (a) the rental charge for the vehicle during the rental period (whether a per kilometre rate and/or flat rate charge) or any other fees or charges, (b) fuel supplied by the owner, (c) all monies payable by the owner arising out of the use of the vehicle by the renter or imposed on the owner by any government authority, (d) all monies owing to the owner under this agreement arising from damage, loss or otherwise including the non waivable insurance excess of three hundred dollars (\$300.00). The renter remains personally liable for all payments and charges under this agreement and if the renter has directed the billing for such payments and charges to be transferred to another person, firm organization, association or corporation which upon being billed has failed to make payment then the renter shall upon demand promptly pay such payments and charges to the owner. The owner may charge interest on a daily basis at the rate of 13% per annum on any outstanding amount or charges in accordance with this agreement.