



TERMS AND CONDITIONS

1. INTERPRETATION

1.1. The Rental Agreement between the Town of Port Hedland (ToPH) and the Renter made on the date set out as shown on the Rental Document comprises:

1.1.1. These terms and conditions handed to the Renter with the Rental Document signed by the Renter; and the Rental Document.

1.1.2. In this Rental Agreement:

“Authorised Driver” means an additional driver who signs the additional drivers form on the rental document

“Rental Period” means the period commencing on the date shown on the Rental Document and ending on the date as shown on the Rental Document;

“Vehicle” means the vehicle described on the Rental Document and includes all parts and components of the vehicle including tyres, spares, tools, etc.

2. RENTAL OF VEHICLE

2.1. The Vehicle is available to rent to all not for profit, incorporated community based organizations, schools, religious groups and government departments, with first preference for hiring being given to community and sporting groups.

2.2. Council delegates to the Chief Executive Officer the authority to determine bus rental to organizations other than the above.

2.3. Renter accepts the duties of a bailee in relation to the Vehicle.

2.4. The Renter accepts that the vehicle must not be used as a “fee for service” public bus service and used only for the purposes stated in the rental agreement.

3. DRIVER

3.1. Renter agrees and declares that:

3.1.1. Unless ToPH has otherwise agreed in writing, only the Authorised Driver will drive the vehicle;

3.1.2. The Authorised Driver must hold a current and valid Medium Rigid (MR) Class Western Australian Driver’s Licence; and

3.1.3. The Renter has correctly set out Driver’s particulars on the Rental Document.

4. DRIVING THE VEHICLE

4.1. The Renter agrees that, the Authorised Driver will:

4.1.1. Not allow the Vehicle to be used for any illegal purpose, race, contest or performance test of any kind;

Not allow the Vehicle to be used to tow or push anything or carry more passengers or load than that for which it was built;

- 4.1.3. Not be under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit in the state or territory in which the Vehicle is driven;
 - 4.1.4. Not refuse or fail to take any blood analysis or breath test requested by the police;
 - 4.1.5. Not allow the Vehicle to be used to carry passengers or goods for payment of any kind;
 - 4.1.6. Not abuse or misuse the Vehicle, and maintain all engine oils and engine coolant levels to the manufacturers' specifications;
 - 4.1.7. Not use the Vehicle when it is damaged or unsafe;
 - 4.1.8. Not drive the Vehicle on beaches or through streams, dams, rivers or flood waters;
 - 4.1.9. Only use the Vehicle on a road which is properly formed and constructed as a sealed, metalled or gravel road;
 - 4.1.10. Keep the Vehicle locked and the keys under personal control at all times;
 - 4.1.11. Not use the Vehicle to transport property except in compliance with all necessary approvals, permits, licenses and government requirements (to be obtained at the Renters' cost) and in accordance with the Vehicle manufacturer's and ToPH's recommendations;
 - 4.1.12. Not drive the Vehicle outside of Western Australia without the ToPH's written consent;
 - 4.1.13. Not without ToPH's prior written consent use the Vehicle to carry any inflammable substance which has a flash point under 22.8^oC or any other explosive or corrosive substance;
 - 4.1.14. Not use the Vehicle in contravention of any traffic act or road safety act in force in Western Australia, or for any illegal purpose;
 - 4.1.15. External emergency exit to be locked upon exiting vehicle;
 - 4.1.16. If the emergency exit is activated, the vehicle will be disabled. If this occurs please contact Council's Works Supervisor on 0408 948 231. Charges will be incurred by the hirer to remedy this fault. The charges are as follows:

Business Hours	Minimum 1 Hour	\$80/ph plus GST
After Hours	Minimum 3 Hours	\$80/ph plus GST
- 4.2. Renter is liable for any unauthorized repairs to the Vehicle and for all parking and traffic violations in respect of the Vehicle during the rental period. ToPH will not reimburse the Renter for authorized repairs to the Vehicle, if applicable, without receipts.
- 4.3. Renter must comply with any applicable seat belt and child restraint laws, and warrant that any restraints fitted so comply

5. RETURN OF VEHICLE

- 5.1. Renter must return the Vehicle to ToPH:
 - 5.1.1. At the place, date and time shown on the Rental Document;
 - 5.1.2. In the same condition as it was at the commencement of the rental period, fair wear and tear excepted (see attached cleaning sheet)
 - 5.1.3. The vehicle must be returned with a full tank of fuel.

- 5.2. If the Renter returns the Vehicle to a location other than that shown on the Rental Document, a “one way fee” may be applicable and is payable by the Renter on termination of the Rental Period.
- 5.3. When the Renter returns the Vehicle to the Depot, and it is not open for business, the Rental Period continues until that time the vehicle is returned to the Depot.
- 5.4. If the Renter returns the Vehicle on a date or at a time or both other than that shown on the Rental document the Rental Document is breached.
- 5.5. ToPH may terminate this Rental Agreement and repossess or demand the return of the Vehicle without notice if ToPH suspects that the Renter has breached the terms and conditions of the Rental Agreement or if it is likely that damage or injury may occur or if its use will contribute to an industrial dispute. If such a termination occurs, the Renter must pay ToPH all costs and charges in repossessing the Vehicle and all costs and Charges incurred under this Rental Agreement.

6. INSPECTION OF VEHICLE

- 6.1. The Vehicle will be inspected within 2 working days, excluding Saturdays, Sundays, Public Holidays and RDO's by a ToPH Senior Plant Mechanic who will provide a condition report on the vehicle.
- 6.2. The Bond will not be refundable until this inspection has been undertaken.

7. FUEL

- 7.1. The Vehicle must be returned with a full tank of fuel.
- 7.2. If the vehicle requires refueling, ToPH will transport the Vehicle to a fuel outlet to refill the Vehicle. Any fuel will be charged at the current bowser rate of that fuel outlet. Any fuel cost together with a refueling charge of \$40 will be deducted from the Vehicle bond.

8. LOSS AND DAMAGE WAIVER, DAMAGE AND LOSS OF PROPERTY

- 8.1. Subject to Section 8.3, the Renter is liable:
 - 8.1.1. For loss of, and all damage to the Vehicle; and
 - 8.1.2. For all damage to property of any person which is
 - 8.1.2.1. Caused by an act or omission of the Renter or an Authorised Driver; or
 - 8.1.2.2. Arises from the Renter's or Authorised Driver's use of the Vehicle.
- 8.2. The Renter's rates and, where applicable, the excess shown on the Rental Document is paid by the Renter for each and every incident. ToPH:-
 - 8.2.1. Waives the Renter's liability under Section 8.2 in respect of damage to or loss of the Vehicle; and
 - 8.2.2. Will ensure that the Renter and any Authorised Driver are indemnified for their legal liability to a third party for damage to the property of that third party which is caused by the Renter's or the Authorised Driver's use of the Vehicle. This cover is subject to the terms and conditions of the Rental Agreement and also any Renter or Authorised Driver policy substitution clause operable at the time of any third party loss or damage.
- 8.3. The Renter is always liable for and Section 8.3 does not cover:
 - 8.3.1. The excess shown on the Rental Document if there is damage to or loss of

- the Vehicle or if there is damage to property of any third party;
- 8.3.2. The cost of rectifying any tyre damage not attributed to normal wear and tear;
 - 8.3.3. The cost of repairing any damage caused deliberately or recklessly by the Renter, or authorized driver of the Vehicle or any passengers carried during the Rental Period;
 - 8.3.4. The cost of repairing any damage to the Vehicle and to third party property arising as a result of a breach of any terms of the Rental Agreement or any applicable law.
 - 8.3.5. The cost of repairing overhead or roof damage caused by but limited to contact between the Vehicle and objects overhanging or obstructing the path of the Vehicle, or damage caused in any other manner;
 - 8.3.6. The cost of repairing any damage arising from the Vehicle being used as part of any articulated Vehicle;
 - 8.3.7. The cost of repairing water damage to the Vehicle or any underbody damage, and any resulting damage from that underbody damage, to the Vehicle;
 - 8.3.8. Any damage to the interior of the Vehicle regardless of the cause when no other Vehicle is involved.
- 8.4. For the purposes of Section 8.4, the cost of damage or repair is to be determined by ToPH in its discretion and includes:-
- 8.4.1. The cost of repairs to the Vehicle or the market value of the Vehicle at the time of loss, whichever is the lesser;
 - 8.4.2. Appraisal fees;
 - 8.4.3. Towing, storage and recovery costs;
 - 8.4.4. A reasonable administrative fee determined by ToPH; and
 - 8.4.5. A per day loss of use fee based on reasonable downtime of the Vehicle.
- 8.5. ToPH is not liable to any person, and the Renter indemnifies ToPH for any loss or damage to any property stolen from the Vehicle or otherwise lost during the rental or to any property left in the Vehicle after its return to ToPH.

9. LIABILITY OF TOPH

TOPH GIVES NO WARRANTY OR CONDITION AS TO THE VEHICLE OTHER THAN ANY NON-EXCLUDABLE WARRANTY OR CONDITION IT IS REQUIRED TO GIVE. TOPH DOES NOT PURPORT BY THIS (OR ANYTHING ELSE) TO EXCLUDE, RESTRICT OR MODIFY ANY NON-EXCLUDABLE RIGHTS WHICH THE RENTER HAS UNDER THE TRADE PRACTICES ACT 1974 (CTH) OR ANY OTHER STATE OR TERRITORY LEGISLATION.

10. CLAIMS AND PROCEEDING

Where use of the Vehicle by the Renter, and Authorised Driver or any other person results in an accident or claim, or where damage or loss is sustained to the Vehicle, the Renter must ensure that the Renter or any Authorised Driver or both (as the case may be):

- 10.1. Promptly reports such incidents to the local police as required by the traffic act or any road safety act;
- 10.2. Promptly reports such incidents in writing to ToPH;

- 10.3 Does not, without ToPH's written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability;
- 10.4. Permits ToPH or its insurer at its own cost to bring, defend, enforce or settle any legal proceedings against a third party;
- 10.5. Completes and furnishes to ToPH within a reasonable time any statement, information or assistance which ToPH or its insurer may reasonably require, including attending a lawyer's offices and at court to give evidence.

11. PAYMENT

- 11.1. On termination of the rental, the Renter must pay ToPH on demand:
 - 11.1.1. All charges specified on the Rental Document and all charges payable under this Rental Agreement;
 - 11.1.2. All monies payable to ToPH arising out of the use of the Vehicle by the Renter or imposed on ToPH or on the Renter by any governmental or other competent authority (such as speeding, parking and traffic infringements); and
 - 11.1.3. All monies for which the Renter is liable to ToPH under this Rental Agreement in respect of a breach of this Rental Agreement or for damage, loss or otherwise to the Vehicle.
- 11.2. Distance charges are measured from the Vehicle odometer.
- 11.3. The Renter authorizes ToPH to charge all monies payable to ToPH under this Rental Agreement from the bond.
- 11.4. Any refund due to the Renter will be paid by means as determined by ToPH.

Hirer Signature: _____ Date: _____

ToPH Signature: _____ Date: _____