

Terms and Conditions

RENTAL AGREEMENT TERMS AND CONDITIONS

This is an Agreement between the Hirer ("You") and the Company U-Haul Australia Pty Ltd ABN 20 102 898 653 ("the Company"), identified in this document, to rent the motor vehicle ("the Vehicle") described in this document including all its accessories, tools, tyres and equipment as well as any replacement vehicle.

1. Vehicle Condition and Return

You acknowledge the Vehicle is delivered to You in good operating condition with the seal of the odometer unbroken. You agree to return the Vehicle in the same condition (except for ordinary wear and tear, but NOT INCLUDING WINDSCREEN OR TYRE DAMAGE) together with its tools, tyres, accessories and equipment on the date and place specified in this document (or sooner, if demanded by the Company). The hirer shall contact U-Haul Australia immediately should the item fail to meet the hirer's expectations. The Company may take possession of the Vehicle without prior notice to You. This will be at your expense if there has been a breach of any terms or conditions of this Agreement or if the Vehicle is illegally parked, used in violation of the law or is apparently abandoned. If the seal of the odometer is broken, or otherwise tampered with, You will be responsible for not only an extra charge based on 500 kms per day at 50c per kilometre, but also for any cost of repairing or replacing the odometer. NOTE: If there is to be any extension of the period of hire beyond that stated in the hire contract, U-Haul Australia must be notified and it must agree to such extension in writing, otherwise the Vehicle will be immediately reported to the police as stolen.

2. Only persons with an Open Australian licence, with the appropriate class and Visa/MasterCard in the same name (as the licence/hirer) is permitted to hire and drive the vehicle.

The following Persons must not drive the Vehicle:

- (a) A person who is not identified in this document as the Hirer, Joint Hirer or Authorised Driver;
- (b) Anyone under the age of 25. The minimum age of the person hiring and/or driving the ute is 25 years or over.
- (c) A person who is not licensed to drive the hired class of vehicle;
- (d) A person whose blood alcohol concentration exceeds the lawful percentage to drive a Vehicle;
- (e) A person who is under the influence of an illegal substance;
- (f) A person who has given or for whom You have given a false name, age, address or driver's licence details;
- (g) A person whose driver's licence has been cancelled, endorsed or suspended
- (h) A person who uses or intends to use the Vehicle for an illegal purpose.

3. Circumstances where the Vehicle must not be Used:

- (a) Any unsealed roads or off-road conditions
- (b) The carriage of any flammable, explosive or corrosive materials;
- (c) Pushing or towing any other vehicle, boat (where the vehicle will come into contact/immersed in water) or any other object that by law is not permitted

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(d) The carriage of any load and/or persons greater than the vehicles recommended load capacity, or use for a purpose of which the vehicle was not designed or constructed for.

(e) The carriage of any animal in the Vehicle

(f) Under no circumstances are vehicles to be taken anywhere near saltwater, including rivers, lakes, beaches, and boat ramps (but not limited to). Evidence of such activity will incur a \$3000 charge, plus costs to rectify any damage incurred from use not permitted.

(g) The use of the Vehicle in a dangerous manner;

(h) The use of the Vehicle in contravention of any legislation or regulation controlling vehicular traffic.

(i) The use of the Vehicle for racing, pace making, reliability trials, speed trials, hill climbing or being tested in preparation for those activities;

4. Obligations of the Hirer/Joint Hirer/Authorised Driver

NOTE: The Hirer/Joint Hirer and Authorised Driver are jointly and severally liable for compliance with the terms and conditions of this Agreement. By entering into this Agreement You are responsible for and irrevocably authorise the Company to debit the credit card provided for this hire contract or any other credit card provided (and You will pay the company on demand any balance) with the following charges:

(a) The rental charges specified in this document; A Pre-Authorisation amount of \$250 will be put on the Visa/MasterCard at the START of the hire and will remain on the card until the Card Issuer Bank release the funds, generally within 10 business days but sometimes this takes longer (U-Haul Australia is not able to expedite voiding of the authorisation hold by the Bank). If the Visa/MasterCard does not have the available funds for the pre-authorisation amount at the START of the hire, the hire will not commence. This pre-authorisation amount is held for any charges at the end of the hire, and can not be used for extensions during the hire.

(b) All charges claimed by the Company in respect of parking and/or any other traffic violations incurred during the period of hire or until such later time as the Vehicle is returned to the Company;

(c) All loss or damage to the Vehicle (including the loss or use of that Vehicle), legal expenses, assessment fees, towing, storage and recovery costs to the nearest U-Haul Australia repair centre, consequential third party damage, and company service charges where:

(i) Any term or condition of this Agreement has been breached;

(ii) The Vehicle is involved in a single vehicle incident unless the Company waives such loss to the Single Vehicle Incident Liability amount shown in this document (which amount will apply in addition to the Standard Liability Charge noted in this document). A Single Vehicle Incident is defined as any incident where the Vehicle suffers loss or damage as a result of an impact with any object whether animate or inanimate except another vehicle which can be fully identified and details of which have been provided by You or on your behalf to the Company;

(iii) You have left the Vehicle unlocked or left the keys in the Vehicle;

(iv) You have failed to keep the key secure and under your personal control;

(v) The underbody of the Vehicle is damaged regardless of cause except where there is a collision with another vehicle;

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- (vi) The Vehicle is totally or partially immersed in water regardless of the cause;
- (vii) The interior of the Vehicle is damaged regardless of the cause except where there is a collision with another vehicle;
- (viii) The tyres of the Vehicle are damaged other than by normal wear and tear;
- (ix) The Vehicle or any third party property is damaged by driving the Vehicle under or into an object lower than the height of the Vehicle;
- (x) You have failed to maintain all fluid and fuel levels of the Vehicle or failed to immediately rectify or report to the Company any defect in the Vehicle of which you have become or ought to have become aware;
- (xi) The Vehicle is damaged by loading or unloading, normal wear and tear excepted;
- (xii) You have failed to secure properly any load or equipment which leads to loss or damage caused by any part of the load or equipment;
- (xiii) You use the Vehicle as an articulated vehicle unless agreed to by the Company in SPECIALCONDITIONS in this document;
- (xiv) The exterior of the motor vehicle is damaged regardless of cause except where there has been a collision with another vehicle. If You have paid for the hire of the Vehicle by use of a credit card or directed the Company to bill charges to some other person, corporation, firm or organisation who or which fails to make payment when called upon by the Company, You hereby irrevocably accept that You are liable and will immediately pay the full amount due to the Company on demand. The Company, in addition, may charge You interest at the rate of 18% per annum calculated on a daily basis on all outstanding accounts or charges payable in accordance with this Agreement, such interest to be computed from the end of the rental period.
- (d) All 4 Wheel Drive (4WD) vehicles must be stationary when changing in and out of 4WD mode.

5. Damage Liability Reduction

If the damage liability reduction option has been selected and fully paid for, provided You and/or the Authorised Driver act within the terms and conditions of this Agreement, You and/or the Authorised Driver will receive the benefit of the Company's insurance cover with its insurer in respect of damage to the Vehicle and/or damage to any third party property, other than damage or loss to any property owned by You (including any friend/relative, associate or passenger) in your physical or legal control (cover also includes your legal costs incurred with the insurer's written consent). This cover is also subject to:

- (a) You and/or the Authorised Driver not being covered under any other policy of insurance; and
- (b) You providing such information and assistance as may be requested by the Company's insurer or anyone acting on behalf of the Company's Insurer. If cover is provided then the Company's insurer may bring, defend or settle any legal proceedings in its sole discretion and the Company's insurer shall have the sole conduct of any proceedings. Any such proceedings shall be brought or defended in your name or the name of the Authorised Driver.
- (c) Damage Liability Reduction excess of \$350 paid in full

6. General Provisions

- (a) If there is any incident involving loss or damage to the Vehicle or involving the Vehicle while rented under this

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Agreement, You and/or the Authorised Driver shall promptly report such incident to the Company as well as delivering to the Company immediately upon receipt by You and/or the Authorised Driver, every summons, complaint or paper in relation to such incident involving such loss or damage. You and/or the Authorised Driver must also report all incidents to the police or other proper authority;

(b) You and/or the Authorised Driver irrevocably release and hold harmless the Company (and its agents and employees) from all claims for loss or damage to your personal property, or that of any other person's property left in the vehicle, or which is received, handled or stored by the Company at any time before, during or after the rental period, whether due to the Company's negligence or otherwise;

(c) You and/or the Authorised Driver acknowledge that the Company relies on the truth of your/the Authorised Driver's representations in this Agreement;

(d) You and/or the Authorised Driver will not refuse or fail to take any blood analysis or breath test requested by the police;

(e) Except as provided by law, no driver or passengers in the Vehicle shall be or deemed to be the agent, servant or employee of the Company in any manner for any purpose whatsoever;

(f) The Company gives no express warranty in relation to the motor vehicle. Certain conditions and warranties are implied by statute, whether Commonwealth or State, which cannot be excluded, restricted or modified, such as those under the Trade Practices Act 1974. Where the Company is permitted to limit its liability under those statutes for breach of an implied condition or warranty the Company limits its liability to replacement, repair or resupply of the Vehicle. All other warranties, conditions and other obligations which may be otherwise implied are expressly excluded in their entirety. The Company is not liable to You and/or the Authorised Driver for any indirect, special, incidental or consequential damages relating to this Agreement;

(g) No right of the Company under this Agreement can be waived except by writing of an authorised officer of the Company;

(h) Words used in this Agreement to denote any gender shall include all genders, singular words including the plural, and noted in this document;

(i) Notwithstanding any other provision in this Agreement, a goods and services tax (GST) or any similar tax, stamp duty or any other tax, duty, surcharge, levy or fee ("charges") imposed by Local, State or Federal Government that is charged and collected by the Company is imposed anywhere in Australia and has application to any supply or use made under or in connection with this Agreement or in relation to the use or the likely use of any roads, facilities or other infrastructure by You and/or the Authorised Driver or in relation to the provision of rental or other services to You or the Authorised Driver: The Company may in addition to the rate, price or any other amount or consideration quoted or expressed as payable elsewhere in this Agreement, recover from You and/or the Authorised Driver an additional amount on account of the charge. Any additional amount on account of the charge shall be calculated without any deduction or set-off of any other amount and is payable to the Company upon demand.

(j) You and/or the Authorised Driver acknowledge that your interest in the Vehicle is as a Bailee of the Company only and that You agree not to part with possession, dispose of, encumber or assign any right or interest in the Vehicle and not create any lien on the Vehicle for repairs;

(k) You and/or the Authorised Driver agree to indemnify the Company from and against any or all claims, demands, actions, liabilities, losses, costs and expenses (including, but not limited to legal costs on an indemnity basis) incurred by the Company as a consequence of the failure for whatever reason of the due and punctual performance of your obligations under this Agreement;

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(l) You acknowledge that the Company has not in any way represented itself to You as an entity carrying on the business of insurance;

(m) You and/or the Authorised Driver must not at any time admit liability for any claim, loss or demand and agree that if such admission is made by You and/or the Authorised Driver then that is a breach of this Agreement.

(n) Damage Waiver applies to accidental damage only and does not apply to theft of motor vehicle or damage to tyres.

(o) Our e-mail communications may include an HTML-based email message which requires your computer to be enabled to accept HTML e-mail.

7. Fuel

It is the hirer's responsibility to ensure the hire vehicle's fuel tank is full on commencement of hire,

If any discrepancies are found the hirer must contact U-Haul Australia on 1300 883 075 before starting off on their hire.

It is also the hirer's responsibility to ensure the fuel tank of the hire vehicle is full on completion of hire.

In the event that the hire vehicle has not been fuelled to full the hirer will be charged at \$2.00 per litre plus an administration charge of \$50

8. Tolls, Fines And Additional Charges

All Toll fines, but not limited to, will be charged a \$35.00 administration fee for each fine, plus the value of the fine.

All penalty and traffic infringement fines (e.g. exceeding speed limit, red light camera), but not limited to, will be charged a \$100.00 administration fee for each fine, plus the value of the fine or penalty if applicable.

Any changes to bookings such as time, date, location or size trailer (but not limited to) prior to the commencement of the hire will incur a \$10 change fee

The customer authorises U -Haul Australia to debit the Visa/MasterCard provided for the administration fee plus the fine value where applicable without any further correspondence for any fines incurred whilst any item of U-Haul Australia is/was in their possession.

The Hirer must notify U-Haul Australia of late return of Ute. The Hirer can request to extend the hire. U-Haul Australia reserves the right to refuse an extension and ask for the trailer to be returned by a specified date and time. This step terminates the contract between U-Haul Australia and the Hirer at the date and time advised by U-Haul Australia. Upon termination of the contract, failure by the hirer to return the Ute shows intent of the hirer to not return the Ute, and the Police will be informed and the Ute reported as stolen.

The customer authorises U -Haul Australia to debit the Visa/MasterCard provided for all additional charges incurred under the terms and conditions of the hire agreement.

10. GPS Tracking of Vehicles

All Vehicles are fitted with Global Positioning Systems (GPS) Tracking Device .

The hirer acknowledges the owner U-Haul Australia may use the GPS tracking device to locate any of its hire equipment.

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11. Refund And Cancellation Policy

Refunds and Cancellations are subject to the following:

- (a) A minimum of 24 hours notice must be given on all cancellations prior to the start time and date of the booking.
- (b) A holding and cancellation fee of \$20 per week (or part thereof) calculated from the time of booking will be deducted from the refund.
- (c) Any notice pursuant to this clause is to be made by telephoning 1300 883 075 between the hours of M to F 6.30am to 9pm, Sat 6am to 8.30pm and Sun 6.30am to 8pm (Public Holidays may vary)

SPECIALCONDITIONS;

- (a) U-Haul Australia reserves the right to exchange the hire item at the said location or nearest possible location with an equivalent item at any time before and during the booking or hire period. In the event that the exchange of item or location cannot occur, U-Haul Australia reserves the right to refund the hire amount without any compensation.
- (b) The hirer acknowledges the owner U-Haul Australia may disclose data recorded in relation to this rental in conjunction with any future promotional or marketing undertaken by the owner or business partner.
- (c) The hirer acknowledges that U-Haul Australia will require a valid mobile phone number to send a SMS verification code required when collecting the hire item, and reserves the right to not proceed with the hire without a valid mobile phone number.

VOUCHERS

1. Vouchers are not redeemable for cash.
2. Vouchers must be redeemed by the expiry date given.
3. Vouchers can only be redeemed online at www.uhaul.com.au and will not be redeemed by any other means such as call centre or hire locations.
4. Only 1 voucher can be used per hire transaction. Multiple vouchers per hire will not be accepted.
5. To redeem vouchers, a valid credit card number must be given.
6. Lost, damaged or stolen vouchers will not be re issued.
7. Please make your booking carefully, as we do not refund or re issue vouchers if you cancel your voucher booking.
8. All voucher hires are subject to our standard terms and conditions.

Dollar Value Vouchers

9. The voucher can only be used towards the value of a hire and damage waiver costs
10. If the full value of the voucher is not used on the first hire, a new voucher will be issued for the remaining balance. This will only be issued via your valid email address upon completion of your voucher hire.

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11. Excess km's late fees, trailer damages or any other additional charges incurred in excess of the standard hire and damage waiver costs are not covered by the voucher and will be automatically debited from the credit card provided.

% Discount Vouchers

12. A hire paid by a % discount voucher can be extended at the same discounted rate, but any additional charges incurred during or after the hire will be charged at the standard rates and automatically debited via credit card.

13. Damage Waiver, late fees, trailer damages or any other additional costs incurred in excess of the standard hire fee and extending the hire costs are not covered by the voucher and must be paid for with the credit card provided.

14. Discount rounded up to nearest dollar.

Occupational Health And Safety Requirement For Utility Hire

As a holder of a current drivers licence, you understand the obligations you have to safely operate your vehicle on any type of designated or undesignated roadway, or property access way, in accordance to the State's Road Safety / Traffic Rules. Our support to your safety is to ensure that you have the basic understanding of your vehicle hire. Your vehicle hire agent is not an authorised trainer or assessor in safe driving or towing. If at any time you feel that you are not competent to operate the hire vehicle, we recommend that you do not hire the vehicle at this point and contact an authorised training organisation and/or State Transport Authority. Every effort is undertaken to ensure that the hire vehicle is in a safe and roadworthy condition. Please do not use the vehicle if there are any doubts about its safety or roadworthiness and report this immediately to the hire agent. As part of the hire program and in addition to the conditions of use, it is your responsibility remove any rubbish or sharps and to report any identified or potential faults with the vehicle, immediate or as soon as possible to the hiring agent.