



## Rental Vehicle Contract Terms and Conditions

This is a Contract between You, the (prospective) hirer and WA Experts to rent the motor vehicle described in the contract including all accessories, tools, and equipment.

### OUR COMMITMENT TO YOU

WA Experts is a niche 4WD vehicle rental company. We aim to meet your 4WD vehicle rental expectations on every occasion and to make the experience as easy as possible. Your input as a customer informs what we do and how we do it so if you feel that something is working well or could be improved, please let us know. We value any feed-back on our products and service.

### CONSUMER RIGHTS STATEMENT

All Your rights set out in this Rental Contract are in addition to Your rights as a consumer ('Applicable Law') under applicable consumer protection legislation, including the Australian Consumer Law. Your Consumer Rights are not excluded, restricted or modified by this Rental Contract. You can find out more about Your Consumer Rights from consumer organisations and bodies such as the Australian Competition and Consumer Commission and State/Territory fair trading authorities. All Your rights set out in this Rental Contract are in addition to Your rights as a consumer ('Applicable Law') under applicable consumer protection legislation, including the Australian Consumer

#### **1. DEFINITIONS**

“Accident / accidental / accidentally” means an unforeseen, unintended, and unexpected event, which occurs suddenly and at a specific place and time.

“Australian Consumer Law” means the Australian Consumer Law set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth) as amended or replaced from time to time.

"Authorised Driver" means the hirer or any additional driver who is noted on the Rental Contract as an Authorised Driver.

“Charge Card” means the credit card or debit card You nominated at the start of rental for the debiting of charges under the Rental Contract.



“Collection Costs” means WA Experts reasonable costs of collecting unpaid rental charges plus administrative and legal cost from You;

“Excess Amount” means the amount shown as Excess Amount on the Rental Contract.

“Excess Reduction” means the product called Excess Reduction that You may purchase before the rental commences to reduce any excess amount payable;

“Gazetted Road” means a road which has been named and published as a public road by the local council or state government.

“Loss Damage Waiver” means the loss damage waiver described on the Rental Contract as LDW which reduces Your financial responsibility for loss damage to the Vehicle to the Excess Amount.

“Off Road” means any area that is not a gazetted road nor a sealed road nor an Unsealed Road and includes, but is not limited to, unformed roads, fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, rivers, flood waters or any other body of water, sand, deserts, rocks, fields, paddocks or grassed areas.

“Overhead Damage” means damage (excluding hail damage) to the Vehicle above the top of the door seal or the top of the front and back windscreens, or damage to the third party property, caused by the Vehicle coming into contact with anything overhanging or obstructing its path, objects being placed on the roof of the vehicle, or You or any person standing or sitting on the roof of the vehicle;

“Rental Charges” means the fees, costs, amounts and charges specified on the Rental Contract and in these Rental Vehicle Contract Terms and Conditions.

"Rental Period" means the period commencing on the date shown on the Rental Contract and ending on the date that You return the vehicle to WA Experts;

“Track” means a narrow path or road with a rough uneven surface, especially one made by people or animals frequently moving through the same place or any named Road with the word ‘Track’ or ‘Route’ in its name.

“Unsealed Road” means a road that has been formed and constructed but is not sealed with a hard material such as tar, bitumen or concrete.



"Vehicle" means the vehicle described on the Rental Contract (or any substitute vehicle), and includes its parts, components, keys, keyless start or remote control device, accessories and contents supplied by WA Experts.

"Wading Depth" means the maximum depth of water You are allowed to cross while driving on a road which is not closed, and the water is not flowing faster than slow walking speed.

"WA Experts" means WA Experts Pty Ltd, ABN 18 611 612 152

"We", "Us" or "Our" means WA Experts or one of our representatives or employees.

"You", "Your" or "Hirer" refers to the person(s) with whom the Rental Contract is made.

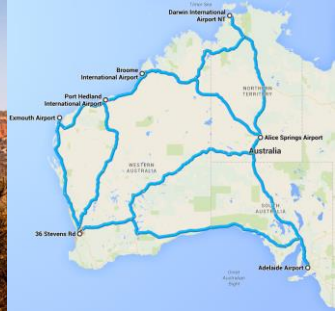
## **2. VEHICLE CONDITION AND RETURN**

The vehicle is delivered to You in clean, good operating condition. You agree to return the vehicle in the same condition, and with full fuel tank(s) to the location specified in the contract and on the time and date there specified. WA Experts may take possession of the vehicle without prior demand and at Your expense, if it is illegally parked, used in violation of the law or of this contract or if it is apparently abandoned. WA Experts must be notified and agree to any extension of the period of hire beyond that stated in the contract in advance of the return date or the vehicle will be immediately reported as stolen.

## **3. UNAUTHORISED AND PROHIBITED USE**

a) Persons who must not drive the vehicle:

- 1) A person who is not registered as a driver with WA Experts
- 2) A person who is not licensed for that class of vehicle
- 3) A person whose blood alcohol concentration exceeds the lawful percentage
- 4) A person who is under the influence of drugs
- 5) A person who has given or for whom You have given a false name, age, address or driver's licence details
- 6) A person whose driver's licence has been cancelled, endorsed or suspended within the last three years
- 7) A person who has held a driver's licence for less than two years or who's licence is subject to displaying L, P or E plates or has been subject to displaying any plates at any time during the last 12 months before the commencement of this rental contract



- b) Circumstances in which and/or for which the vehicle must not be used:
- 1) Outside the area of use limitations shown in the contract
  - 2) On (4WD) Tracks, unless authorised in writing by WA Experts
  - 3) On any part of any beach
  - 4) To carry persons for hire or to carry any inflammable, explosive or corrosive materials (excluding a reasonable limit of gas for cooking purposes in approved containers) unless authorised in writing by WA Experts
  - 5) To propel or tow any vehicle, trailer, boat or other object unless WA Experts has authorised such use in writing
  - 6) To carry any greater load and/or more persons than is lawful or use in a manner or for a purpose other than for which it was designed and constructed
  - 7) To carry any other load on top of the vehicle than the by WA Experts supplied camping equipment
  - 8) For racing, pacemaking, reliability trials, speed trials hill climbing or being tested in preparation for those purposes
  - 9) In a dangerous manner
  - 10) In contravention of any legislation or regulation controlling vehicular traffic or for any illegal purpose

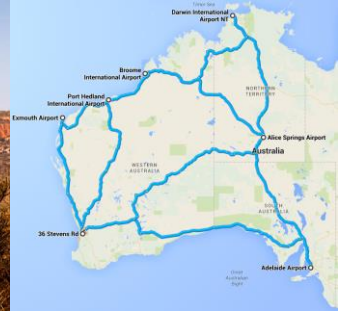
**The Speed limit on Unsealed roads is 60km/h or as much slower as is deemed safe. Driving on corrugated unsealed roads require You to adjust the tyre pressures according to the instructions in the supplied manual.**

.....(Signature)

**4. FINANCIAL OBLIGATIONS**

Joint hirers and all drivers are jointly and severally responsible for payments under this contract including;

- a) All rental charges specified in the contract
- b) All charges claimed from WA Experts in respect of Toll Road costs, parking or any other traffic violations incurred during the period of hire or until such later time as the vehicle is returned to WA Experts



- c) All loss or damage to the motor vehicle, Third Party Damages, legal expenses, assessment fees, towing and recovery, storage and company service charges where
  - 1) any condition of this Contract, and in particular condition 2, or any special condition stated in the contract has been breached;
  - 2) You have left the vehicle unlocked or left the keys in the vehicle;
  - 3) the vehicle is totally or partially immersed in water, regardless of cause;
  - 4) the interior of the vehicle is damaged;
  - 5) the tyres of the vehicles are damaged other than by normal wear;
  - 6) the vehicle is damaged by driving it under or into an object lower than the height of the vehicle;
  - 7) You have failed to maintain all fluid, oil and fuel levels or failed to immediately rectify or report to us any defect of which You became aware;
  - 8) Your failure to secure properly any load or equipment which leads to loss caused by any part of said load or equipment;
- d) Hirer agrees that any charge following from this contract can be charged to the Charge Card kept on file
- e) If the Credit or Charge card charge fails, WA Experts will notify You by email on the email-address listed on the Contract and You will need to make payment within 7 days of that notification.

## 5. DAMAGE COVER

- a) This clause 5 does not apply to any damage or loss for which WA Experts is liable to You under this Rental Contract. Remember that references to the "Vehicle" include all of its parts, components, accessories and contents (see the definition of "Vehicle" in clause 1).
- b) Subject to this clause 5, and to the fullest extent permitted by applicable law, You are liable;
  - 1) for the loss of, and all damage to, the Vehicle; and
  - 2) for all damage to the property of any person:
    - I. which is caused or contributed to by You or an Authorised Driver; or
    - II. which arises from the use of the Vehicle by You or an Authorised Driver.

If, where applicable, You pay the excess shown on the Rental Contract for each separate event involving damage to or loss of, the Vehicle or for each separate event involving damage to the property of any third party which is caused by or arises from the use of the Vehicle by You or an Authorised Driver, WA Experts waives Your liability under clause 5(a) for damage to the Vehicle or loss of the Vehicle.



- c) You must always pay, and clause 5(b) does not cover:
- 1) the excess shown on the Rental Contract if there is damage to or loss of the Vehicle or if there is damage to the property of any third party;
  - 2) the cost of rectifying any tyre damage not attributable to normal wear and tear;
  - 3) the cost of repairing any damage caused deliberately or recklessly by:
    - I. You;
    - II. any other driver of the Vehicle; or
    - III. any passenger carried during the Rental Period;
  - 4) the cost of repairing any damage to the Vehicle or to third party property caused by You or an Authorised Driver using, or permitting the Vehicle to be used, in any area prohibited by the Rental Contract;
  - 5) the cost of repairing overhead or roof damage caused by, but not limited to, contact between the Vehicle and objects overhanging or obstructing the path of the Vehicle; or
  - 6) the cost of repairing any water damage to the Vehicle or any underbody damage, and any resulting damage from that underbody damage, to the Vehicle.
  - 7) under any circumstances where the Vehicle has been refuelled with fuel other than that recommended by the Vehicle manufacturer.
  - 8) under any circumstances where the Vehicle and its keys are unsecured.
- d) For the purposes of this clause 5, You must pay for any damage or repair that may be reasonably determined by WA Experts the amount which includes:
- 1) the cost of repairs to the Vehicle or the market value of the Vehicle at the time of the loss or damage, whichever is the lesser;
  - 2) appraisal fees;
  - 3) towing, storage and recovery costs; and
  - 4) a per day loss of use fee based on the estimated downtime of the Vehicle.

If the amount determined by WA Experts and paid by You under this clause 5(d) exceeds the final cost of the damage or repair, WA Experts will refund the difference to You.

## 6. GENERAL PROVISIONS

- a) You will promptly report any incident involving loss or damage to the vehicle to WA Experts and the police authorities
- b) You release WA Experts from all claims for loss or damages to Your personal property left in the vehicle or on our premises



- c) WA Experts gives no warranty as to any matter whatsoever including without limitation the condition of the vehicle and equipment
- d) Smoking or cooking is not permitted inside any part of the vehicle under any circumstances. You will be liable for all costs associated with tobacco or food smell in the vehicle including, but not limited to, extra cleaning cost and loss of rent.
- e) It is the responsibility of the hirer to daily, and at least once every 1000KM, check oil levels and top up if necessary. Failure to do so could lead to expensive repairs at the cost of the hirer.
- f) Our rooftop tents and ladders are suitable for persons up to 100KG, hirer is liable for any damage caused by exceeding this limit.
- g) The use of the rooftop tents and awnings is demonstrated and explained at vehicle pick-up. Any damage caused by misuse will be charged.

**7. Cancellation or Changes by Us**

- a) In case We must Change or Cancel Your booking due to unforeseen and unexpected circumstances We will inform you as soon as We become aware of those circumstances. If the proposed Changes are unacceptable, You will be offered a full refund. However, in such circumstances, we shall have no additional liability in respect of any direct or indirect losses you may suffer as a result of such Changes or Cancellation.
- b) If the circumstances as described in 7(a) arise during your trip we will refund any unused days in full.
- c) We will only Change or Cancel Your booking due to circumstance outside of our control. This could however include Mechanical Breakdown or the intended vehicle for your trip was damaged or not returned in time by the previous hirer.
- d) We will not pay a refund if the Change or Cancellation is due to Road or Weather conditions or any other environmental reasons.

I have read and understood this page and any other conditions in the contract:

Place / Date.....

Signature.....