

Terms and Conditions of Duel Fuel Car Rental

The terms and conditions set out below form part of the Rental Agreement between the company, DUEL FUEL CAR RENTAL identified (Us, We, Our) and the Hirer (I, You, Your) to hire the vehicle identified. Hirer means the person/company named in the Rental Agreement as the Hirer and any person/company who provides a Credit Card Authority to Us. In hiring the Vehicle You confirm that you have read, understood and accepted these terms and conditions.

SERVICE COMMITMENT

Duel Fuel Car Rental is a Melbourne base car rental company servicing the leisure and business traveller. With our fleet of well maintains petrol and LP Gas power vehicles, we are committed to providing you with a high level of customer service and value for money.

DRIVER

You agree and acknowledge that:

1. Only You or an Authorised Driver will drive the Vehicle;
2. You must hold a valid current unrestricted motor vehicle driver's licence for the particular class of vehicle hired.
3. Your driver's licence must be written in English or is an international driver's licence translated in English.

USE OF VEHICLE

You or an Authorised Driver must:

- (a) not allow the Vehicle to be used for any illegal purpose, race, contest or performance test of any kind;
- (b) not allow the Vehicle to be used to tow or push anything, unless authorised;
- (c) not carry more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle, or carry a greater load than limited by the operation manual;
- (d) not be under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit;
- (e) not use the Vehicle when it is damaged or unsafe;

You must pay for any parking and traffic infringements in respect of the Vehicle during the Rental Period.

You and any Authorised Driver must only use the Vehicle on a road, which is properly formed and constructed as a sealed, metalled or gravel road.

VEHICLE CONDITION

1. You acknowledge receiving the Vehicle from Us:
 - a. in a clean and good operation condition except as specified in the Vehicle Details and Conditions Report;
 - b. with manufacturer supplied tools, tyres, accessories and equipment, keys, and any other items specified on the Vehicle Details and Condition Report;
 - c. with the Check out Odometer Reading set out in the Rental Agreement.

2. You and any Authorized person agree to maintain tyre pressure, Engine Oil and all other fluid at the manufacturer's specifications set out in the owners operation manual located in the glove box and immediately report to Us any defect.

CHARGES AND PAYMENT

At the end of the Rental Period, You must pay Duel Fuel Car Rental on demand:

- (a) all charges at the rates on the Rental Document and Daily rates apply to each consecutive 24 hour period commencing from the Check Out Time.
 - (b) any amount paid or payable by Budget or You to any person arising out of Your use of the Vehicle or imposed on You or Budget by any governmental or other competent authority (such as speeding, parking and traffic fines); and
 - (c) any amount for which You are liable to Budget under the Rental Agreement, in respect of a breach of the Rental Agreement or otherwise. Budget will provide details to You of any amount payable under this clause.
 - (d) Any amount of accident and damage recovery fee where applicable.
 - (e) the amount payable for the non-inclusive kilometres driven during the Rental Period.
 - (f) You authorise Duel Fuel Car Rental to charge all moneys payable to us under the Rental Agreement to Your credit card or charge account.
- Duel Fuel Car Rental will pay, within a reasonable time, any refund due to You by such method as we may reasonably choose.
- (g) If You fail to make full payment of any charge due to Us, We shall be entitled to list Your payment default/s with the Credit Reference Association of Australia or other relevant credit reference organisations, which You acknowledge may affect Your credit rating.

RETURN OF VEHICLE

You agree to return the Vehicle to Duel Fuel Car Rental:

- (a) to the place, on the date and by the time shown on the Rental Document;
- (b) in the same condition as it was at the time of the Rental Period, fair wear and tear excepted, **NOT INCLUDING** windscreen or tyre damage, together with its tools, tyres, accessories and equipment.

You must return the Vehicle to our location during normal business hours. If you return the

vehicle later than the time shown on the rental document, you must pay all additional rental charges.

We must be notified and agree to any extension of the period of hire, in advance of the Return Date. If You fail to return the Vehicle to Us by the Return Date & Time, the Vehicle will be immediately reported to the Police as having been stolen.

You will be responsible for the Vehicle and the Hire will continue until we make Our final inspection (including where the inspection cannot take place for some time e.g. You return the Vehicle to a location which is unattended or illegally parked)

Duel Fuel Car Rental may request the immediate return of the Vehicle, or re-take the Vehicle without notice, if we reasonably suspects that:

- (a) You have breached a term or condition of the Rental Agreement;
- (b) damage to the Vehicle, or injury to persons or property is likely to occur; or
- (c) the Vehicle may be used for an unlawful purpose;

You must also pay us any cost it incurs as well as all costs and charges under the Rental Agreement for the period up to return/repossession of the Vehicle.

FUEL

You must return the vehicle to us with a fuel reading at least equal to the Check in Fuel Reading unless You have purchased Pre Paid Fuel from Us at the commencement of the hire. Or you must pay the Fuel Service Charge per litre as set out on the Rental Document. Any excess fuel will not be purchased from customer.

LOSS AND DAMAGE

You liable to pay the cost of repair or replacement for:

- a. damage or loss caused to the Vehicle or third party property as a result of You breaching the Rental Agreement;
- b. damage or loss arising from Theft, where the Vehicle is left unlocked or unsecure or You have not kept the keys secure;
- c. damage or loss where the Vehicle is totally or partially immersed in water regardless of cause;
- d. damage or loss to the interior of the Vehicle, which requires professional cleaning, deodorising or repair;
- e. damage or loss to the tyres, such as punctures, cuts, abrasions or to the windscreen such as chips, cracks and stars;
- f. damage or loss caused by use on construction sites, mines and unsealed roads;
- g. overhead damage being damage or loss sustained to the Vehicle or any other property caused by driving the Vehicle into or under any object of the same or a greater height than the base of the Vehicle's front windscreen, or damage caused by persons placing objects on the roof of the Vehicle;
- h. damage or loss caused by pushing or towing any Vehicle, trailer, boat or other object unless the Company has authorised such use in writing;

- i. damage or loss caused by the carriage of any persons for the hire or the carriage of any inflammable, explosive or corrosive materials;
- j. damage or loss caused to any part of the convertible roof.
- k. damage or loss caused by overhead or roof damage caused by contact between the Vehicle and objects over hanging or obstructing the path of the Vehicle or during operation of a convertible roof or if damage is caused by persons placing objects on the roof of the Vehicle;
- l. damage or loss to the undercarriage of the Vehicle or to any other property arising from contact between the undercarriage and any object, obstruction or road surface regardless of cause.
- m. damage or loss to the Vehicle or third party property caused by You failing to secure properly any load or equipment;
- n. damage or loss caused to the Vehicle or third party property by loading or unloading to or from the Vehicle;
- o. damage or loss to the Vehicle deliberately caused by You or by You using the Vehicle in a dangerous or reckless manner;
- p. damage or loss to the Vehicle whilst being transported, ferried or towed without Our authority, or whilst the Vehicle is taken off the mainland or across any waterway whatsoever or used in any unauthorised area;
- q. the cost of towing or salvage of the Vehicle in or from a remote or sparsely populated area;
- r. damage or loss caused to the Vehicle through the use of snow chains or roof racks;
- s. costs or expenses incurred including legal costs (on a full indemnity basis) and interest as a result of Your failure to deliver immediately every summons, complaint, demand or notice in relation to any loss or damage;
- t. Your death or personal injury or the death or personal injury of any other person except to the extent that it is caused by Our negligence;
- u. damage or loss suffered by Us as a direct or indirect result of You providing false information, or engaging in any fraudulent activity, in respect of Your hire of the Vehicle or Your dealings with any law enforcement officer or other authority during the hire period, and We reserve the right to recover an amount from You in respect of such losses.

INSURANCE CONDITION

Provided You and/or the Authorised Driver act within the terms and conditions of this Agreement, the Company will grant damage cover (which includes your legal costs incurred with our written consent) to You and/or the Authorised Driver in respect of damage to the Vehicle and/or damage to any third party property other than damage to any property owned by You. This cover is also subject to:

- a. You paying the COLLISION DAMAGE/LOSS LIABILITY CHARGE WITHIN 7 DAYS OF INCIDENT;
- b. You and/or the Authorised Driver not having breached any terms and conditions of this Agreement;
- c. You and/or the Authorised Driver not being covered under any policy of insurance and You providing such information and assistance as may be requested by the Company or anyone acting on behalf of the Company.

If cover is provided then the Company, or its insurer, may bring, defend or settle any legal proceedings in its/their sole discretion and the Company 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.

CLAIMS AND PROCEEDINGS

Where the use of the Vehicle by You or any other person results in an accident or claim, or where damage or loss is sustained to the Vehicle or any third party property or if the Vehicle has been stolen, You and/or any Authorised Driver must:

- a. promptly report such incident to the local police;
- b. promptly report such incident in writing to Duel Fuel Car Rental by satisfactorily and accurately completing the applicable forms;
- c. not make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability;
- d. permit Duel Fuel Car Rental or its insurers at its own cost to bring, defend, enforce or settle any legal proceedings against a third party;
- e. allow Us to claim in Your name under any applicable Substitute Vehicle Insurance and You must do everything that may be required to assist Duel Fuel Car Rental in making such a claim, including assigning the benefit of any Substitute Vehicle Insurance to Us;
- f. forward to Duel Fuel Car Rental any claims or correspondence from third party's within seven (7) days of receipt.

LIABILITY OF DUEL FUEL CAR RENTAL

Except as provided at law Duel Fuel Car Rental is not liable to any person, and You indemnify Duel Fuel Car Rental, for any loss of, or damage to, any property: stolen from the Vehicle or otherwise lost or damaged during the rental; or left in the Vehicle after its return to Duel Fuel Car Rental.

- a. stolen from the Vehicle or otherwise lost or damaged during the rental; or
- b. left in the Vehicle after its return to Duel Fuel Car Rental.

9.2 Duel Fuel Car Rental shall not be responsible for the state and condition of any property found in the Vehicle after the Vehicle's return to Duel Fuel Car Rental. Any person claiming the return of such property is required to furnish Duel Fuel Car Rental satisfactory proof of ownership.

9.3 You have rights conferred under consumer legislation and neither clause 9.1 nor any other provision of the Rental Agreement is intended to exclude, restrict or modify any non-excludable terms implied by or rights which You may have under the Trade Practices Act in Australia or any other Federal, State or Territory legislation in Australia to the same effect.

TERMINATION

Duel Fuel Car Rental shall have the right to terminate the Rental Agreement at any time and take immediate possession of the Vehicle or an Authorised Driver breach these terms and conditions. Breaches of this Rental Agreement will result in You paying for:

- a. all costs to rectify the Vehicle to its original condition or replacement of the Vehicle; and/or
- b. loss of rental revenue to Duel Fuel Car Rental; and/or
- c. damage to third party property being Your full responsibility; and/or
- d. all reasonable costs for towing, storage and recovery of the vehicle.

You will be entitled to terminate this Rental Agreement if Duel Fuel Car Rental breaches its terms and conditions.

PRIVACY POLICY

The information requested from You is to enable Duel Fuel Car Rental to assess your request to hire a Vehicle from us, and in order to comply with the requirements of the Transport Services Licensing Act 1989. You do not have to supply this information, but if You do not, we are unable to hire a Vehicle to You. We are committed to protecting and maintaining the privacy of Your personal information. In Australia the Privacy Act 1988 regulates the handling of personal information (for example, name and address details). This policy explains how Duel Fuel Car Rental protects Your privacy and how we collect, use and disclose personal information that You might provide us.