

## TERMS OF AGREEMENT

### DRIVER

You agree and acknowledge that:

- a) only you will drive the vehicle; and
- b) you are currently licensed to drive the vehicle and have been so licensed to drive for a period of 12 months or longer (excluding any time under a learner's permit or a provisional licence).

### WHERE YOU CAN AND CANNOT DRIVE THE VEHICLE

You agree to only use the vehicle on a road, which is properly formed and constructed as a sealed or gravel road. You agree not to, unless authorised in writing by the West Daly Regional Council, take the vehicle outside of the community in which it is hired. You agree not to drive the vehicle on beaches or through streams, dams, rivers or floodwaters.

Government agencies must supply Certificates of Currency; this should include their MV Policy with hire vehicles noted and their Public Liability cover.

### USE OF THE VEHICLE

You agree not to use the vehicle:

- a) for any illegal purpose, race, contest or performance test of any kind;
- b) to tow or push anything, unless authorised by the West Daly Shire Council;
- c) to carry more passengers than may be properly accommodated by the seat belt restraints provided in the vehicle, or carry a greater load than that for which it was built;
- d) while under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit in the Northern Territory;
- e) to carry passengers for payment of any kind;
- f) when it is damaged or unsafe;
- g) to transport goods, except in compliance with all laws and statutory regulations;
- h) for the conveyance or towing of any load which is incorrectly loaded or secured or is in excess of that for which the Vehicle was constructed;
- i) without the West Daly Regional Council's prior written consent, to carry any inflammable substance which has a flash point under 22.8°C or any other explosive or corrosive substances; and
- j) in contravention of any law.
- k) You agree to pay for any unauthorised repairs to the vehicle and/or all parking and traffic infringements in respect of the vehicle during the rental period.

### MAINTENANCE, SECURITY & SAFETY

You agree to:

- a) maintain all of the vehicle's engine oils and engine coolant levels to the manufacturer's specifications;
- b) keep the vehicle locked and the keys under your personal control at all times; and c) comply with any applicable seat belt and child restraint laws.

You agree not to undertake or cause to be undertaken repairs to the vehicle carried out unless the West Daly Regional Council (hereunder referred to as the Council) authorises you to do so. You agree to pay for any unauthorised repairs to the vehicle.

### RETURN OF VEHICLE

You agree to return the vehicle to the Council:

- a) to the place where the vehicle was picked up, on the date shown on this rental agreement during normal business hours;
- b) in the same condition as it was at the commencement of the rental period.

If you fail to return the vehicle in accordance with this rental agreement then you agree to pay the Council reasonable compensation for any expense, loss and/or inconvenience it has incurred.

You agree to promptly return the vehicle at any time and without prior notice upon the Council's request

You agree to return the vehicle with no less fuel than it had when you rented it. If you return the vehicle with less fuel then you agree to pay the Council the reasonable associated with refuelling the vehicle (including labour).

### LOSS DAMAGE WAIVER, DAMAGE AND LOSS OF PROPERTY

You agree to indemnify the Council against liability for any loss of, or damage to, any property stolen from the vehicle or otherwise lost during the rental; or left in the vehicle after its return.

You agree to be liable for the loss of, and all damage to, the vehicle and for all damage to the property of any person which is caused or contributed to by you; or which arises from the use of the vehicle by you.

The vehicle is insured under the Council's comprehensive insurance policy. If there is loss or damage to the vehicle and the Council's insurer approves to pay for a claim to repair/replace the vehicle then you agree that you will pay all excesses, deductibles and charges required by the Council's insurer. If the Council's insurer does not approve to pay for any such claim then you agree to pay for all costs associated with:

- a) repair/replacement of the vehicle;
- b) any lost opportunities; and/or
- c) obtaining and utilising a temporary replacement vehicle while the Council's vehicle is being repaired.

You agree to promptly report to the Council, any accident in which the vehicle is involved or implicated in any way.

### PAYMENT

You agree to pay the Council at the end of the rental period, or as otherwise directed by the Council all charges specified on, or otherwise chargeable under, this rental agreement.

Rental charges are based on calendar days and are not calculated pro-rata. The day you collect the vehicle and the day you return the vehicle (if different) will each be considered to be complete days for the purpose of calculating rental charges, regardless of the time of day each event takes place. For example if you collect a vehicle at 10:00am on Monday and you return the vehicle at 10:00am the next day (Tuesday) you will be charged two full days hire charges at the applicable rate. The minimum rental charge is one day at the applicable rate.

### TERMINATION

Either party may terminate this rental agreement at any time and for any other reason. Unless otherwise agreed in writing the Council, if the rental agreement is terminated early for any reason other than a breach by the Council, then you agree to pay the Council all monies it would have been entitled to charge if the rental agreement had continued for the entire term. Clauses within this agreement that govern monies owed to the Council by you or to you by the Council, shall survive termination of this rental agreement.