

RENTAL AGREEMENT & TERMS AND CONDITIONS

Thank you for choosing to rent a quality car from the Ultimate Care Rentals Australia ('UCRA') booking agency. This Rental Agreement is divided into three sections:

Section 1 outlines the Terms and Conditions associated with using any of the Vehicle(s) rented to you.

Section 2 has details specific to you and the Vehicle(s) that you are renting.

Section 3 is the Vehicle Condition Report.

PLEASE NOTE: Only authorised persons can drive our vehicles. In order for a person to be an Authorised Driver they must first be approved by us and in order to do so we will need to obtain particular details of each person intending to drive the Vehicle. You should therefore ensure that all persons intending to drive the Vehicle are present at our premises prior to renting.

Section 1 – Terms and Conditions

1. UNDERSTANDING YOUR RENTAL AGREEMENT.

This Rental Agreement outlines the formal relationship between you and 'UCRA'. Please ensure you read it carefully as it contains details specific to you and the Vehicle that you are renting and also outlines your legal responsibilities and the terms and conditions that you have agreed to during the Rental Period.

If you do not understand any of the terms and conditions outlined in this Rental Agreement, you should seek clarification from an employee of 'UCRA' **PRIOR** to signing this Rental Agreement. By signing this Rental Agreement you confirm that you have read and understood the terms and conditions and that you acknowledge and accept the terms and conditions contained in this Rental Agreement.

In these Terms and Conditions:

'Authorised Driver' means a person who meets the conditions contained in Clause 2 of this Rental Agreement. Any reference to the Authorised Driver throughout this Rental Agreement is a reference to that person or those persons who signs this Rental Agreement and has been approved by us to drive the Vehicle.

'Condition Guarantee Payment' is the payment as specified by us in Section 2 and required to be paid prior to collection of the keys for the Vehicle.

'Emergency Contact' means the person and/or telephone number provided to you at the time you collect the vehicle.

'Operating Manual' means the Vehicle user/operator manual that is supplied by the Vehicle manufacturer. The

operating manual provides information specific to the Vehicle in relation to the standards associated with the general maintenance and use of the Vehicle.

'Rental Period' means the period of time commencing on the time and date and ending on the time and date as set out Section 2 of this Rental Agreement.

'Vehicle' means the Vehicle set out in Section 2 of this Rental Agreement.

'We', 'Us' or 'Our' is a reference to 'UCRA'.

'You' and 'Your' is a reference to the person who signs this Rental Agreement and whose details appear in Section 2 of this Rental Agreement and also includes any Authorised Driver. This person is primarily responsible for the Vehicle, and is deemed the Authorised Driver for any charges or liability arising as a result of a breach of the terms of this Rental Agreement. When more than one person your obligations under this Rental Agreement is joint and several.

2. AUTHORISED DRIVER

Only persons who meet the criteria listed in this clause, who have been accepted in writing by us as an Authorised Driver are entitled to drive the Vehicle. By signing this Rental Agreement, you are declaring that you and any other Authorised Driver meet the following criteria and requirements:

2.1 The person holds a current Driver's Licence that legally allows that person to drive the Vehicle in the relevant Australian State or Territory.

2.2 The person has not had any driving related convictions in the last 3 years.

2.3 The person is not while driving the Vehicle under the influence of drugs or alcohol.

For the purposes of this clause a person is under the influence if:

2.3.1 Their blood alcohol level is in excess of the legal limits of the particular Australian State or Territory in which the Vehicle is being driven;

2.3.2 They have taken prescription medication which is medically regarded, recognised or accepted as medication which is unsuitable to ingest while driving or which may affect the person's ability or capacity to drive a vehicle.

2.3.3 They have consumed or are under the influence of illegal drugs as deemed by Australia Federal, State or Territory law.

2.4 The person is over the age of 25, and has held a full Driver's Licence for a period of at least 1 year immediately prior to the commencement of the Rental Period. For the avoidance of doubt a full Driver's Licence does not include a Probationary Licence or a Learner's Permit.

2.5 In the 3 years preceding the commencement of the Rental Period, the person has not been refused motor vehicle insurance or had their vehicle insurance policy cancelled for any reason whatsoever.

3. ACCEPTABLE VEHICLE USE AND CONDITIONS

3.1 The following clauses outline where you can drive the Vehicle. Persons who want to take the Vehicle outside of the geographical area outlined in 3.2 must only do so with our express written authority.

3.2 You are only permitted to drive the Vehicle on suitably surfaced roads (such as bitumen, concrete, pavers etc.) within the State of NSW/ACT (or as otherwise authorised in Section 2 of this Agreement) providing the Vehicle is not driven:

- 3.2.1 on private property where you do not have permission to enter;
- 3.2.2 in a National Park and other government land region where you do not have permission to enter;
- 3.2.3 on a Construction or building site of any kind;
- 3.2.4 on unsealed roads;

3.3 You are not permitted to use the Vehicle in any form of media, film, photograph or advertisement without our express written authority.

4. PROPER VEHICLE USE

The Vehicle must only be used in accordance with the terms of this clause. It is important that you adhere to the requirements of this clause for your safety, that of your passengers and the safety of the Vehicle. The Authorised Driver must, at all times ensure that:

- 4.1 The Vehicle does not 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 the Vehicle was designed;
- 4.2 All persons in the Vehicle will at all times wear their seat belt restraint. Any babies or children who are too small for the seat belt restraints are only carried in the Vehicle using a properly fitted child safety restraint. Please note that any child
- 4.3 Safety restraint must only be fitted by us and we cannot guarantee that one can be fitted to all vehicles. It is your

responsibility to inform us that you require a child safety restraint prior to choosing the Vehicle and signing this Rental Agreement.

If you cancel this Rental Agreement within 24 hours prior to collection of the Vehicle due to the inability of the Vehicle being fitted with a child safety restraint we will be entitled to charge you for one days rental;

- 4.4 The Vehicle is not used to tow or push anything;
- 4.5 The Vehicle is not used for the conveyance or towing of any load which is incorrectly loaded or secured or is in excess of that for which the Vehicle is constructed;
- 4.6 The Vehicle is not used for any illegal purpose, race, contest or performance test of any kind;
- 4.7 The vehicle is not used at excessive speeds, over-revved or in contravention of any law within the State or Territory in which the Vehicle is being driven;
- 4.8 The Vehicle is not used under the influence of alcohol, drugs, or with a blood alcohol content that exceeds the legal limit in the State or Territory in which the Vehicle is being driven;
- 4.9 The Vehicle is not used to carry any flammable, explosive or corrosive material;
- 4.10 The Vehicle is not used to carry passengers for payment of any kind;
- 4.11 That any tolls, permits and other licenses required for driving in any areas are obtained and paid prior to driving in those areas;
- 4.12 No person smokes in the Vehicle at any time. The authorised driver will be liable to pay for any damage caused and/or dry cleaning required due to smoking in the Vehicle;
- 4.13 No food or liquid is consumed in the Vehicle at any time or carried in the Vehicle when not in a properly sealed container. The authorised driver will be liable to pay for any damage caused and/or dry cleaning required due to food, liquid or other product being spilt in the Vehicle;
- 4.14 The Vehicle is returned after the Rental Period to us in good working order and repair with due allowance for normal wear and tear.
- 4.15 No wedding ribbons or similar embellishment is attached to the Vehicle without our express written authority.

5. PAYMENT OF TOLLS, FINES AND OTHER DRIVING FEES

It remains the responsibility of the Authorised Driver to pay all tolls, fines, entrance fees, parking and any other fees associated with using the Vehicle; including entering any area that incurs a fee.

5.1 Road tolls should be settled by the Authorised Driver prior to returning the Vehicle to us. Any toll fees, late payment and associated administration fees will be charged to the Authorised Driver upon receipt of the notice by us from the relevant authority.

5.2 All speeding fines, red light and other traffic infringements shall remain the responsibility of the Authorised Driver. Upon receipt of any infringement notice or fine by us, we shall advise the relevant authority of the Authorised Driver's details who was responsible for the Vehicle at the time of the fine. Any query regarding a notice received from a Traffic Authority by the Authorised Driver should be directed to the relevant authority.

5.3 Parking and entrance fees to parks, etc. will remain the responsibility of the Authorised Driver and the Authorised Driver will ensure that permits, entrance tickets parking tickets etc. are displayed in accordance with the instructions regulations or rules of the area where the Vehicle is located. Any fines associated with a breach of this clause will be charged to the Authorised Driver.

5.4 By signing this Rental Agreement you irrevocably authorise us to charge your credit card, charge account or deduct from your Condition Guarantee Payment any charges, fines, penalties etc. incurred during the Rental Period as set out in clauses 5.1, 5.2 and Should you wish to confirm or verify any charges made to your credit card charge account or deducted from your Condition Guarantee Payment please contact us.

6. GENERAL MAINTENANCE AND SECURITY

This clause outlines your role in maintaining the Vehicle in good working order during the Rental Period. Each vehicle undergoes a regular general maintenance and safety check. By signing this Rental Agreement you acknowledge and agree that the Vehicle has left our premises in good working order with correct levels of oil, coolant, window wiper water etc. It is your responsibility to thoroughly check the Vehicle prior to hiring same and bring to our attention any damage to the Vehicle. The Authorised Driver shall ensure that:

6.1 The oil, coolant and window wiper reservoir are maintained at a suitable level in accordance with the Vehicle manufacturer's specifications;

6.2 The Vehicle is refuelled upon indication of the fuel running low via the 'fuel low indicator' that appears on the Vehicle's display panel. The Vehicle should be refuelled using premium unleaded petrol (PULP) unless otherwise specified in Section 2 of the Rental Agreement.

6.3 Upon Rental Periods of 14 days or longer and/or travel of more than 300km in 1 day, tyre air pressure should be checked and kept in accordance with the Vehicle manufacturer's specifications.

6.4 The Vehicle is kept locked at all times when not in use and that the keys and any electronic entry devices are kept under your control at all times.

7. ACCIDENTS AND VEHICLE DAMAGE

7.1 You must immediately notify us of any accident involving the Vehicle or damage to the Vehicle. If this occurs outside of normal office hours, you must telephone the Emergency Contact.

7.2 Any accident or damage to the Vehicle includes:

7.2.1 Any accident that the Vehicle is involved in that may result in damage to the Vehicle, a third party vehicle, person(s) and/or property;

7.2.2 Any incident that requires Police intervention (even if no damage is occasioned to the Vehicle);

7.2.3 Windscreen damage;

7.2.4 Tyre blowouts or punctures;

7.2.5 Acts of vandalism or damage to the Vehicle. If the vandalism or damage was not witnessed by the Authorised Driver or one of their passengers, the damage must be reported immediately upon its discovery;

7.2.6 Any damage to or loss of proper operation of headlights, tail lights, indicator lights or the drivers display panel that renders the Vehicle defective in accordance with the relevant law of the particular State or Territory in which the Vehicle is located;

7.2.7 Any act or damage involving the Vehicle, that you believe, should be reported to us.

7.3 The Emergency Contact will advise you of what action you should take in the event of accident or damage.

7.4 In the event of an accident, the Authorised Driver should also contact the necessary emergency authorities, Police/Ambulance/Fire Brigade, immediately.

7.5 The Authorised Driver MUST NOT, under any circumstances, accept liability for any accident by way of

discussing their liability with other parties involved in the accident, witnesses or Police.

7.6 The Authorised Driver is required to complete and sign an Accident/Damage Report Form within 24 hours of an accident. Where necessary, we will assist with the completion of this form. These forms are held at our office.

7.7 You must immediately forward to us any correspondence or contact of any nature from other parties associated with an accident or incident. This will assist us to complete any insurance claims or Police Reports where necessary.

7.8 You also agree to provide us within a reasonable time any statement information or assistance which we or our insurer may reasonably require, including attending at a lawyer's office and at Court to give evidence.

8. OUR LIABILITY

We are not liable to any person, and you indemnify us, for any loss of, or damage to, any property:

8.1 Stolen from the vehicle or otherwise lost during the Rental Period; or Left in the Vehicle after its return to us.

9. DAMAGE LIABILITY FEE

A Damage Liability Fee applies to damage and/or abnormal wear and tear suffered by the Vehicle because of misuse during the Rental Period and is also used to cover:

9.1 Repairs to any part of the Vehicle and its fittings.

9.2 Fees associated with towing, Vehicle recovery and/or storage.

9.3 Damage caused to third parties or their property by the Vehicle.

9.4 Mechanical repairs due to a breach or non-adherence of your obligations under this Rental Agreement.

9.5 Administrative and legal costs of any kind associated or resulting from the Vehicle having to be repaired or serviced.

9.6 Damage associated with the theft of the Vehicle.

9.7 Damage or losses incurred by us in having to repair or service the Vehicle due to the misuse of the Vehicle during the rental period in breach of this Rental Agreement.

9.8 Loss and damage suffered by us during the period a vehicle is being serviced or repaired due to the misuse of the vehicle during the Rental Period. This amount is calculated by multiplying the daily rental rate as set out in this Rental Agreement by the number of days the vehicle is unable to be rented.

9.9 Any other loss, damage or costs incurred by us due to your breach of this Rental Agreement or non-payment by you of any amounts due to us in accordance with the terms of this Rental Agreement. You irrevocably authorise us to charge your credit card and/or deduct from your Condition Guarantee Payment the Damage Liability Fee and any other loss or damage including administration costs legal fees (calculated on a solicitor client basis) or other expenses suffered by us and further acknowledge that the Damage Liability Fee may be in excess of the Condition Guarantee Payment.

PLEASE NOTE:

Our vehicles can be very expensive and as such they are fitted with a GPS tracking device which transmits data to us of the Vehicle's location and speed in real time. This information is used by us and you acknowledge and agree that we may rely on this information to assess and determine whether the Vehicle has or is being used during the Rental Period in accordance with your obligations as set out in this Rental Agreement and to determine at our sole discretion whether the Vehicle requires a full service, engineering check and/or repairs and to assess whether the Vehicle has suffered abnormal wear and tear after the Rental Period. All costs associated with the servicing, repairs and replacement of parts due to the misuse of the Vehicle in contravention of the terms of this Rental Agreement including administration costs associated therewith and any loss suffered by us due to the inability of the Vehicle to be rented during such servicing and repairs are included in the Damage Liability Fee referred to in this Rental Agreement.

You further acknowledge and agree that if the vehicle is damaged during the Rental Period that we are entitled to rely upon the GPS tracking data to determine and conclude that such damage was caused by you if the GPS tracking data indicates that you have misused the vehicle in contravention of the terms of this Rental Agreement during the Rental Period.

If the GPS tracking device is disabled or tampered with, you accept and agree that we may assume at our sole discretion that the Vehicle has been used in breach of your obligations as set out in this Rental Agreement.

10. PAYMENT OBLIGATIONS

10.1 You authorise us to charge all moneys due and payable to us under this Rental Agreement to your credit card or charge account or to deduct that amount from your Condition Guarantee Payment.

10.2 We will refund, within a reasonable time, any refund due to you by such method as we may reasonably choose. Please note that refunds can usually take between 2 weeks and 12 weeks to be processed.

10.3 If you fail to pay any money due under or in connection with this Rental Agreement within 14 days of the date by which you were required to pay the money:

10.3.1 you must also pay to us interest at 12% (compounded daily) on the money due from the expiry of 14 days from the date on which you were required to pay the money due to the date of payment; and

10.3.2 pay to us on demand all money which we have paid to recover any moneys outstanding under this Rental Agreement and all other costs and expenses including without limitation legal costs and expenses that we have incurred on a full indemnity basis.

10.4 You acknowledge and accept that all charges and moneys are payable to Ultimate Car Rentals Australia or other undisclosed agents of the establishment.

11. RETURNING THE VEHICLE

11.1 Upon completion of the Rental Period, you are responsible for returning the Vehicle to us at our premises or in accordance with our direction.

11.2 You must return the Vehicle during normal office hours, unless other arrangements have been made by you with us prior to the expiry of the Rental Period. The Vehicle is not regarded as returned unless:

11.2.1 Our employee has completed a Vehicle Condition Report, and obtained your signature on that report; and

11.2.2 All keys and security devices associated with the Vehicle have been handed over to us.

11.3 Under no circumstances, will the Vehicle be regarded as returned if it is left at our premises (either outside the premises or on the premises) without our written acknowledgement.

11.4 You are responsible for ensuring that all equipment, parts and accessories associated with the Vehicle are returned by the time and date specified in Section 2 of the Rental Agreement. This includes any child safety restraints, GPS devices etc.

11.5 You agree that the Vehicle must be returned in the same condition as at the commencement of the Rental Period general wear permitted.

12. RIGHTS RESERVED BY ULTIMATE CAR RENTALS AUSTRALIA

We reserve the right to cancel this Rental Agreement and take immediate control of the Vehicle without further notice and charge your credit card or deduct any amount required from your Condition Guarantee Payment in accordance with this Rental Agreement if:

12.1 You appear (at our sole opinion) to be in breach of any of the obligations contained in this Rental Agreement.

12.2 It is apparent that the Vehicle may be damaged, person(s) may be harmed or infringements or illegal activity may occur during the Rental Period.

12.3 The Vehicle could or may be involved in any industrial disputes.

12.4 We believe that you may not be able to satisfactorily discharge your obligations or pay all amounts payable pursuant to the terms of this Rental Agreement.

12.5 You appear to have used or are using the Vehicle for any illegal activity, or driven the Vehicle in an inappropriate manner or in contravention of this Rental Agreement or any law within the State or Territory in which the Vehicle is being driven.

13. TERMINATION OF THIS RENTAL AGREEMENT

If this Rental Agreement is terminated within 24 hours of commencement of the Rental Period for any reason other than a breach by us, you agree to pay rental charges that reflect the actual duration of the rental. Such charges may be higher than those that apply for a longer rental period.

14. APPLICABLE LAWS

14.1 The laws of New South Wales/ACT and the Commonwealth of Australia govern this Rental Agreement where the vehicle is supplied in Australia.

14.2 To the fullest extent permitted by law, all terms, conditions and warranties which would otherwise be implied under consumer legislation are hereby expressly excluded.

14.3 If a provision of this Rental Agreement is void, illegal or unenforceable in any relevant jurisdiction, it is severed for the purposes of that jurisdiction. The remainder of this Deed has full force and effect and the validity and enforceability of that provision in any other jurisdiction is not effected.

UPON RETURN OF THE VEHICLE WE HAVE THE RIGHT TO INSPECT, INVESTIGATE AND CHECK ALL FUNCTIONS OF THE VEHICLE WITH AN AUTHORISED SERVICE WORKSHOP OR DEALER, AT YOUR COST TO ENSURE THAT THE VEHICLE HAS NOT BEEN USED IN BREACH OF THE TERMS OF THIS RENTAL AGREEMENT (SUCH AS RACING, BURN OUTS ETC.), AND TO DETERMINE WHETHER THE VEHICLE HAS ANY DAMAGE THAT CANNOT BE READILY IDENTIFIED AT THE TIME OF THE RETURN OF THE VEHICLE.



I AGREE



I DO NOT AGREE

I_(name) _____

authorise Ultimate Car Rentals Australia to CHARGE MY CREDIT CARD PROVIDED BY ME AND/OR TO DEDUCT FROM THE CONDITION GUARANTEE PAYMENT OR DECLARED INSURANCE EXCESS any amounts for loss, damage or administration costs suffered by 'UCRA' in accordance with the terms of this Rental Agreement.

I also acknowledge and understand that excessive speeding, driving in a dangerous manner, driving in contravention of any law within the State or Territory in which the Vehicle is being driven or misuse of the Vehicle in accordance with the terms of this Rental Agreement may result in further costs being incurred by me in accordance with clause 9 of this Rental Agreement which may be charged to my Credit Card or deducted from my CONDITION GUARANTEE PAYMENT OR DECLARED INSURANCE EXCESS.

Signed _____

Date: _____

Rental Agreement Number: _____

Staff Member: _____

Driver 1

I Accept the Terms and Conditions

Received and Accepted By:

(Print Full Name): _____

Driver's License Number: _____

Date: ____/____/____

Signature: _____

Driver 2

I Accept the Terms and Conditions

Received and Accepted By:

(Print Full Name): _____

Driver's License Number: _____

Date: ____/____/____

Signature: _____

Driver 3

I Accept the Terms and Conditions

Received and Accepted By:

(Print Full Name): _____

Driver's License Number: _____

Date: ____/____/____

Signature: _____

Driver 4

I Accept the Terms and Conditions

Received and Accepted By:

(Print Full Name): _____

Driver's License Number: _____

Date: ____/____/____

Signature: _____