

This Agreement is made between **Freedom Motors Australia** (hereinafter referred to as *The Company*) and the party named in the Vehicle Rental Agreement (hereinafter referred to as *The Renter*) for the rental of the wheelchair-accessible vehicle described on Page 1, including all accessories, tools, tyres, and equipment. All listed drivers and joint hirers are jointly and severally liable under this agreement.

By signing the Vehicle Rental Agreement, The Renter acknowledges and agrees to abide by the following terms:

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### 1. Vehicle Condition and Return

- The vehicle is provided in good working order with the odometer seal intact. The Renter agrees to return the vehicle in the same condition, complete with all accessories and equipment, to the agreed location and by the specified date and time (or sooner, if demanded by the Company).
- The Company may take possession of the vehicle without prior demand and at your expense if it is found to be illegally parked, used in violation of the law or of this agreement, or if it is apparently abandoned.
- If the vehicle is not returned by the requested time after being recalled by the Company, it will be considered stolen, and a report may be filed with the Police.
- If returned late, additional fees apply. If returned more than three hours late, a full additional daily rental charge will apply.
- Any tampering with the odometer seal will result in a charge based on 200 km per day at \$0.25 per kilometre and will be reported to the authorities.
- Smoking, vaping, and transporting pets inside the vehicle is strictly prohibited unless otherwise approved in writing. Breach of this clause will result in a \$500 cleaning and deodorising fee, plus any associated repair costs.
- **Fuel:** The Renter must return the vehicle with a full tank unless otherwise noted. A refuelling fee and service charge will apply if returned with less fuel.
- **Vehicle Condition:** The Renter must regularly check oil, coolant, windscreen washer fluid, and tyre pressure throughout the duration of your rental agreement and ensure these levels are maintained accordingly. Failure to return the vehicle clean (inside and out) and free of rubbish and personal items will incur a **\$500 cleaning fee**. The Company does not hold responsibility for any personal items left in the vehicle.
- The Company reserves the right to conduct a full inspection of the vehicle upon return. Final assessment of cleanliness, damage, or misuse is at the sole discretion of The Company.

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### 2. Prohibited Use

#### Persons Not Permitted to Drive:

- Not listed on the Rental Agreement or not approved in writing
- Not licensed for the vehicle class
- Under the influence of alcohol, drugs, or other prohibited substances
- Providing false identification
- With a cancelled, suspended, or endorsed licence within the past 3 years
- With less than 2 years of driving experience (None L's or P's)
- Under 25 years old

#### Vehicle Must Not Be Used:

- Outside authorised geographic areas
  - On unsealed roads without prior written approval
  - To carry passengers for hire or hazardous materials
  - To tow unless approved in writing
  - For overloaded or non-standard use
  - For racing, trials, or dangerous driving
  - In breach of any road laws or for illegal purposes
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### 3. Financial Obligations

The Renter agrees to pay the following charges, and authorises The Company to charge the nominated credit card for:

- All fees outlined in the Rental Agreement
- Fines, penalties, or traffic infringements during the hire period
- Damage or loss to the vehicle or third-party property (including legal and towing fees) caused by:
  - Breach of any condition of this agreement
  - Single-vehicle accidents (unless waived by The Company)
  - Leaving the vehicle unlocked or keys unsecured
  - Immersion in water or underbody/interior damage
  - Tyre damage beyond normal wear
  - Improper use, overloading, or loading damage
  - Failure to maintain all fluid and fuel levels or failed to immediately rectify or report any defect of which you become aware

#### Payment Terms:

- **3–7 day bookings:** Full, non-refundable payment at the time of booking
- **8–29 day bookings:** 10% non-refundable deposit; balance due prior to pickup
- **30+ day bookings:** 10% non-refundable deposit; balance due prior to pick up or via a monthly payment schedule if pre-approved and documented in writing
- **Extensions during rental period:** Paid in full for the requested period on or before the original return date ("rollover date").

#### Early/ Late Return:

- No refunds for early return unless explicitly noted in the Rental Agreement
- The Renter undertakes that the rental day is calculated 24 hours from the time of pickup and the rental ceases 24 hours from that time. Later return charges will be calculated at 1/3<sup>rd</sup> of the daily charge for every hour or part thereof to a maximum of 3 hours, where after, the normal daily rates will apply.

#### Tolls:

The Renter is responsible for all toll charges incurred during the hire period. Tolls can be paid by:

- Entering the vehicle's registration number on the EToll website
- Linking the registration to their personal EToll account

- Using a personal E-Tag

If a toll notice is received by The Company, the charge will be transferred to the company's EToll account. The Renter will then be invoiced for the amount, which must be paid directly to The Company.

#### **Driving and Traffic Infringements:**

Any traffic fines, speeding or parking infringements incurred during the rental period are the responsibility of the Renter or the nominated driver. These must either be paid directly by the person or formally transferred into their name. If not resolved within the required timeframe, The Company reserves the right to process the fine and charge an administration fee.

**Please note:** If you have paid 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 due, you will immediately pay the full amount due to the Company on demand.

The Company reserves the right to apply a reasonable administrative fee for processing traffic violations, tolls, damage assessments, insurance claims, and other renter-related issues requiring company time and resources.

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#### **4. Rental Period Extensions**

- Requests to **extend the rental period must be made in writing at least 48 hours before** the original return date.
  - If written notice is **not received within 48 hours**, a **\$200 late notice fee** will apply.
  - Any approved extension must be **paid in full for the requested period on or before the original return date** ("rollover date").
  - **Late payment of the extension** will incur a **20% daily penalty fee**, based on the daily rental rate, for each day the payment is delayed.
  - Extensions are not guaranteed and are subject to vehicle availability.
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#### **5. General Provisions**

- The Renter must report any incident involving the vehicle to the Company and, where applicable, to police authorities.
- The Company is not liable for the loss of personal property left in the vehicle before, during, or after the hire period.
- No warranties are expressed or implied regarding the vehicle's condition or fitness for purpose.
- Only a written waiver signed by an authorised officer of the Company may modify these terms.
- The Renter may not carry out or authorise any mechanical repairs or modifications to the vehicle without prior written consent from The Company. Unauthorised repairs may result in liability for all resulting damages or costs.

#### **Accident Reporting Requirements**

In the event of an accident—regardless of fault—the driver must collect all necessary details at the scene for the Company to submit an insurance claim, including the other party's contact and vehicle information, photos of the damage, police report number (if applicable), and witness details.

Failure to provide the required information in a timely manner that delays the insurance claim process will incur a charge equal to the daily rental rate for each day the delay continues, until all necessary information has been submitted.

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#### **6. Damage Cover**

If the vehicle is involved in an at-fault accident, The Renter is liable for an excess of **\$5,000**

This can be reduced to **\$1,000** with the purchase of daily insurance:

- Under 30 days: \$50/day
- 30–60 days: \$30/day
- Over 60 days: \$15/day

This damage cover excludes:

- Damage to personal property or property owned by the Renter or their associates
- Incidents involving unauthorised drivers or prohibited use

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## 7. Long-Term Hire Responsibilities

For hires over 30 days, The Renter must perform regular checks on oil, coolant, tyre pressure, washer fluid, and general vehicle condition. Neglecting maintenance may result in damage charges.

If a **service** is due during the rental (by date or kilometres- whichever comes first), the Renter must:

- Obtain a quote from a reputable servicer and send it to The Company for approval. Once approved, we can pay via credit card over the phone on the booking day.
- Alternatively, return the vehicle for the day to The Company for service booking. **Note:** The vehicle will be unavailable for the day, and a replacement may not be provided.

If a **Pink Slip/Safety Check** is required, the Renter must either obtain it themselves or return the vehicle for us to arrange it.

In the event of an issue during the vehicle's warranty period requiring assessment, the Renter must return the vehicle on the morning of the scheduled booking. The Company will make reasonable efforts to provide a suitable replacement vehicle for the day; if this is not possible, the Renter will be compensated for the daily rental fee.

**I HAVE READ AND UNDERSTOOD ALL PAGES OF THE TERMS AND CONDITIONS AND ANY OTHER CONDITIONS ON THE VEHICLE RENTAL AGREEMENT AND SIGNED IT BEFORE MAKING ANY AGREEMENT TO HIRE ANY VEHICLE.**

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**A CLEANING FEE of \$500 WILL BE CHARGED IF THE VEHICLE IS RETURNED IN A DEEMED TO BE UNCLEAN CONDITION**