

Cool Rentals
PO Box 4441
Dandenong South
Victoria 3164
Telephone (03) 1300 731 209
E-mail cool@coolrentals.com.au

Refrigerated Vehicle Specialists
1 Pallet to 10 Pallet Vehicles
Modern Mercedes and Isuzu Fleet
Fully equipped/Multi Temp.
Short and long term rental



This is an agreement between the prospective hirer or hirers identified on the Rental agreement (You) and the company identified on the Rental Agreement (the Company) to rent the motor vehicle described on the Rental Agreement including all accessories, tools, tyres and equipment any replacement vehicle from the date and time specified on the Rental Agreement and ending when the vehicle is returned to the Company.

1. VEHICLE CONDITION AND RETURN

You acknowledge that the vehicle is delivered to you in good operating condition and with the seal of the odometer unbroken. You agree to return the Vehicle in the same condition except ordinary wear and tear together with all tools, tyres, accessories and equipment to the location specified on the Rental Agreement and on the date there specified 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 illegally parked, used in violation of the law, or in the Company opinion in breach of this agreement, or it is apparently "abandoned". If the seal of the odometer is broken you will be responsible for extra charges based on 250 kilometres per day at 50c per kilometre. The company must be notified and agree to any extension period of hire beyond that stated on the Rental Agreement in advance of the return date and time or the Vehicle will be immediately reported stolen. In the event the Vehicle is returned to an office of the company, which is unattended at the time, the expiry date of the agreement shall not be prior to the date on which the office next opens for business.

2. UNAUTHORISED AND PROHIBITED USE

Persons who must not drive the vehicle are as follows:

- a A person who is not identified on the Rental Agreement or has not been identified in writing to the Company and approved by the Company.
- b A person who does not hold a current unrestricted motor vehicle drivers license (Learner Permits are not acceptable).
- c A person who is not licensed for the particular class of vehicle hired. If the vehicle hired is over 4500kg GVM then they must have held the required license for over 2 years.
- d A person whose blood alcohol concentration exceeds the lawful percentage, or is under the influence of any drug, or toxic or illegal substance.
- e. A person who has given or for whom You have given a false name, age, address or drivers license details.
- f. A person whose driver's license has been cancelled, endorsed or suspended within the last three years.
- g. A person under the age of 21 for vehicles hired which are under 4500kg GVM or under the age of 25 for vehicles hired which are over 4500kg GVM.

Circumstances in which and for which the Vehicle must not be used.

- h. On any unsealed road or surface or off the road conditions unless authorized by the Company in writing on the Rental Agreement, or in any area off mainland Australia including any island, or any other unauthorized areas as specified by the Company.
- i. To carry persons for hire or to carry any inflammable, explosives or corrosive materials at any time.
- j. To propel or tow any vehicle, trailer, boat or other object unless the company has authorized such use in writing.
- k. 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.
- l. To carry any animal or pet in the Vehicle unless authorized by the Company in writing.
- m. For racing, pacemaking, reliability trials, hill climbing or being tested in preparation for those purposes.
- n. In a dangerous manner or in contravention of any legislation or regulation controlling vehicular traffic or for any illegal purpose whatsoever.
- o. Beyond a radius of 450km from the hirer's base of operations, except in respect of pick up or delivery to or from the Company's (Cool Rentals) base of operations.

3. FINANCIAL OBLIGATIONS

Joint hirers and all drivers are jointly and severally responsible under this agreement. You are responsible for and by entering into the Rental Agreement, you authorize the Company to debit your credit card or nominated bank account and/or deposit and you agree to pay on demand any balance with the following charges.

- a. All rental charges specified on the Rental Agreement. Rental days, weeks or months consist of consecutive 24 hour, weekly, or monthly periods starting from the exact time of the commencement of the rental and ending on the return of the vehicle to the Company.
- b. All charges claimed by the Company in respect of each kilometre which exceeds the maximum kilometre usage, as set out in the Rental Agreement, during the term of the agreement.
- c. All charges claimed by the Company in respect of fees, tolls, fines, penalties, levies or any parking violation incurred during the period of hire or until such later time as the Vehicle is returned to the Company.
- d. All loss or damages to the Vehicle including loss of use, third party damage, legal expenses, assessment fees, towing and recovery charges, storage and company service charges where:
 - i Any condition of this agreement, in particular any condition in section 2 or any special condition on this Rental Agreement has been breached.
 - ii **The Vehicle is involved in a single vehicle accident. A single vehicle accident is defined as any incident where the vehicle, whilst being rented suffers loss or damage as a result of an impact with any object whatsoever except another type of vehicle whose driver can be fully identified.**
 - iii You have left the vehicle unlocked or the keys in the vehicle.
 - iv You have not kept the keys secure and under your personal control.
 - v **The under body of the vehicle, including tyres and rims, is damaged regardless of cause. This also extends to any damage done by third party property caused by an impact of the under body.**
 - vi The vehicle is totally or partially immersed in water regardless of the cause.
 - vii The interior of the vehicle is damaged regardless of the cause.
 - viii **The windscreen/windows of the vehicle are chipped or broken however caused.**
 - ix **The vehicle or any third party property is damaged by driving the vehicle under or into any object at or above the vehicle cabin height.**
 - x **The area of damage to the vehicle is any part of the pantec or box section including overhead and frontal areas, rear doors and sides.**
 - xi **You have failed to maintain all tyre pressure, fluid and fuel levels or fail to immediately rectify or report to us any defect of which you become aware. This includes but is not limited to driving the Vehicle where the radiator of the vehicle sustains radiator fluid loss, as a result of overheating or impact, causing further mechanical damage.**
 - xii The vehicle is damaged by loading or unloading other than normal wear and tear.
 - xiii You fail to secure properly any load or equipment which leads to loss caused by any part of said load or agreement.
 - xiv You deliberately or recklessly damage any part of the vehicle or any property whatsoever.
 - xv The vehicle sustains loss or damage whilst being transported or towed without the authority of the company or is taken off the mainland or across any waterway whatsoever.
 - xvi You have fitted snow chains to the vehicle without written consent from the Company.
 - xvii **You have filled the vehicle with the incorrect type of fuel as indicated on the cover of the refueling inlet.**
 - xviii The damage or loss is to the tailgate lifter, ramps or associated equipment caused during the usage of those items.

If you have paid by use of a credit card or direct debit to a nominated bank account or directed the Company to bill charges to some other corporation, firm or organization, who or which fails to make payments when due, you will immediately pay the full amount due to the company on demand.

If any monies payable under this agreement are not paid in full as agreed in writing or within 30 days of invoice, then You will also become liable for any costs incurred by the Company for the collection of the monies owed.

4. LOSS OR DAMAGE COVER

If you act within the terms and conditions of this agreement the Company will grant loss or damage cover (including legal cost incurred with our consent) for your benefit in respect of loss or damage to the vehicle or third party damage, other than property owned by you (or any relative, associate, passenger or any person known to you) or in your physical or legal control. The cover is subject to:

- a. Your payment in respect of each separate incident, regardless of cause or fault, of the Loss or Damage Liability charges stated on the Rental Agreement.

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- b. You not having acted or having caused any other person to have acted in any manner which is in contravention of this agreement including the special condition stated on the Rental Agreement.
 - c. You are not being covered under any policy of insurance current at the date of loss or damage.
 - d. You providing such information and assistance as may be requested and if necessary, authorizing the Company insurer to bring, defend or settle legal proceedings. The Company, however, shall have the right to have sole conduct of any such proceedings.
 - e. You submitting to any test required by the police to determine the concentration of alcohol or drugs or any toxic or illegal substance in your blood.
 - f. You not leaving or decamping the scene of an accident without providing full particular to all parties involved, or authorize as required by law.
 - g. You not being in breach of any obligation contained in or implied by this agreement.
- The Damage Liability charge may be increased by the Company at any time, when during any rental period there are multiple incidents. You will be notified in writing of any increase, prior to its commencement.
- You are responsible for all damages and loss and this extends to any employee, agency or contractor that you authorize to drive the vehicle.

5 GENERAL PROVISIONS

- a. You will promptly report any incident involving loss or damage to the vehicle or loss involving the vehicle while hired under this agreement to the renting location of the company and complete all reports and statements required by the Company and will deliver to the company immediately every summons, complaint or paper in relation to any loss or damage. Should you fail to deliver the same promptly to the Company, you shall pay and bear any cost or expenses incurred as a result of such delay. Compliance with the sub paragraph does not excuse you from reporting all incidents to the police or any other relevant authority.
- b. You release and hold harmless the company and its agents and employees from all claims for loss or damages to your personal property or that of any other persons property left in the vehicle, or any property received, handled stored by the Company at any time before, during or after the rental period whether due to the company negligence or otherwise.
- c. **The company shall not be responsible for goods carried in or on the vehicle and you agree to indemnify the company against all claims arising from loss or destruction of, or damage to, such goods.**
- d. Except as provided by law no driver or passenger in the vehicle shall be deemed to be the agent, servant or employee of the company, in any manner or for any other purpose whatsoever.
- e. Except as provided by the law the company does not give express or implied warranty to any matter whatsoever including without limitation the condition of the vehicle and equipment, its merchantability or fitness for any particular purpose.
- f. No right of the company under this agreement may be waived except in writing by an officer of the company.
- g. Words used in this agreement and noted on the Rental Agreement denote any Gender and shall include all genders, and singular words include the plural.
- h. All loss or damage per incident and each incident leading to loss or damage is subject to the standard damage liability charges per incident.
- i. You warrant that all information supplied to the company in connection with this agreement, whether before or after the date of hereof is or shall be true and correct in all respect and that you will immediately notify the company in the event of such information changes.
- j. Where we hold a security deposit it will be refunded at the expiration of the rental period less any cost or charges incurred.
- k. You agree to promptly complete any reporting requirements as specified by the company eg Kilometres, damage, tyre condition.
- l. You agree to provide access during normal working hours (or as otherwise agreed) to your premises in order to make any relevant checks on the vehicle or to carry out repairs and servicing.
- m. You agree to return the vehicle to the Company or an authorised dealer every three months for regular inspections and service as required by the company.
- n. You agree that the company may charge an extra days rental if the vehicle is returned more than 1 hour later than the agreed return time as stated on the rental agreement.
- o. **You agree that the Company may charge an administration fee of \$50 for each and every charge, claim, fine or penalty received in relation to the vehicle as specified on this agreement, such amounts to be deducted from the security deposit held, or charged to the customer's credit card if payment is not otherwise made.**
- p. You agree that a cancellation fee of \$200 may be charged by the company where a vehicle has been reserved by booking and you cancel the booking without reasonable notice or fail to take delivery of the vehicle.
- q. **You agree that the Company may charge a cleaning fee where at the discretion of the Company the vehicle is returned unreasonably dirty.**
- r. **The vehicle is supplied with a full tank of fuel when departing the Company's depot. The vehicle is required to be full on return to the Company's depot, otherwise you will be charged for the cost of refilling at a cost of \$2.20 per litre.**
- s. **You are responsible for arranging your own Toll pass. Cool Rentals may charge an admin fee of \$30 for each and every late toll notice received on behalf of any vehicle rented by you.**
- t. You agree that where a discounted rate is given for a weekly, monthly or other fixed term and the vehicle is returned before the end of that term then the relevant non discounted rate for the shorter term will apply. In addition any costs incurred by Cool Rentals in delivering and returning the vehicle or in removing or refixing signage, where this was not charged upfront or within the rental rate, will become payable.
- u. You may cancel your rental at any time by giving notice in writing however you will not receive any refund for the month or any part thereof already billed.
- v. Where these terms and conditions are attached to a Rental Confirmation then the word Rental Confirmation replaces the word Rental Agreement wherever used in this document.

6 CONSENT TO CREDIT CHECK-PRIVACY ACT

You acknowledge and authorize the Company pursuant to the provisions of the Privacy Act to; seek from or give to a Credit Reporting Agency personal information about you at any time after signing the agreement or our account application form; and contact any trade references or other credit providers and acquire from them or give to them personal information in relation to you and your credit worthiness.

I have read and understood this page and any other conditions on the Rental Agreement and have been given a copy of the agreement and signed it before making any agreement to hire any vehicle.

.....
Full name

.....
Signature

.....
Date