

# Serenity Motorhome Holidays

44 Myers Street, BENDIGO Victoria, AUSTRALIA 3550

A Division of: Symons Marketing & Service Pty Ltd ACN 005 479 229 ABN 72 946 307 316 Phone 0409 911903

## RENTAL AGREEMENT CONTRACT

### RENTER

SURNAME: .....

GIVEN NAMES: .....

ADDRESS: ..... PHONE NUMBER: .....

DATE OF BIRTH: ..... LICENCE NUMBER: ..... EXPIRY: .....

### CO-RENTER

SURNAME: .....

GIVEN NAMES: .....

ADDRESS: ..... PHONE NUMBER: .....

DATE OF BIRTH: ..... LICENCE NUMBER: ..... EXPIRY: .....

### INSURANCE CHOICE

STANDARD INSURANCE: CIRCLE      REDUCTION INSURANCE AUD\$18 Per Day: CIRCLE  
AUD\$3000.00 Liability Bond Excess      AUD\$1500.00 Liability Bond Excess

PREMIUM INSURANCE: AUD\$24 Per Day: CIRCLE  
AUD\$300.00 Liability Bond Excess

### CREDIT IDENTIFICATION OR BILLING INSTRUCTIONS:

NAME ON CARD: ..... EXPIRY: ..... VISA: ..... MASTERCARD: .....

SECURITY CODE: ..... CHARGEABLE DAYS RENTED: ..... EXTRA DAYS: ..... ADULTS/CHILDREN: ..... RENTAL: \$ .....

INSURANCE: \$ ..... ANCILLARY ITEMS: \$ ..... TOTAL RENTAL/ INSURANCE/ANCILLARY: \$ .....

DEPOSIT PAID: \$ ..... SIGNED AS RECEIVED: ..... BALANCE RENTAL/ INSURANCE ANC: \$ .....

SIGNED AS RECEIVED: ..... DESCRIPTION OF ANCILLARY ITEMS: .....

RENTED FROM: Serenity Motorhome Rentals 44 Myers St, Bendigo Victoria, Australia 3550      RENTED LOCATION: .....

DATE OUT: ..... TIME OUT: ..... KILOMETRES START: ..... START FUEL: E...Q...H...Q...F

VEHICLE TYPE & REGISTRATION: ..... NOTED DAMAGE GOING OUT: .....

DATE DUE TO RETURN: ..... DATE RETURNED: ..... RETURN LOCATION: .....

KILOMETRES RETURN: ..... RETURN FUEL: E...Q...H...Q...F

ADDITIONAL NOTED DAMAGE ON RETURN: (Vehicle is to come back clean and tidy) .....

ANY ADDITIONAL CHARGES: \$ ..... SIGNED AS RECEIVED: .....

### IMPORTANT ASPECTS OF THIS RENTAL AGREEMENT CONTRACT

By my signature below I acknowledge that I have read and agree to the terms and conditions and warranties on both sides of this rental agreement. I acknowledge that the policies of insurance taken by the Owner of the vehicle will not be available to me if I have breached this Rental Agreement Contract. I agree to immediately inform the Owner of any Damage, Third Party Damage, Overhead Damage, Tyre Damage, Window Damage, Appliance Damage, Underbody Damage and Water Damage in accordance with the terms and conditions of this Rental Agreement Contract. Without derogating from clauses 6.1 to 6.9 of the terms and conditions of this Rental Agreement Contract appearing on the reverse side, I acknowledge (a) where I have breached this Rental Agreement Contract my liability for Damage of the kind described in clause 6.1 is unlimited; (b) where I have not breached this Rental Agreement Contract my liability for Damage of the kind or in the circumstances described in clause 6.2 is unlimited; and (c) the Liability Bond Excess applicable under clause 6.3 of this Rental Agreement Contract is selected above and I agree to immediately pay that Liability Bond Excess for each incident where there is Damage or Third Party Damage (other than damage of the kind or in the circumstances described in clause 6.2). Payment of the excess does not, in any way, limit my liability as set out on the reverse side of this Rental Agreement Contract.

I have read and agree to the terms, conditions and warranties on both sides of this agreement. If I have presented a charge card for payment all amounts payable under this Agreement and for parking and traffic infringements may be billed to the charge card and my signature below will be considered to have been made on the applicable charge card voucher.

RENTERS SIGNATURE .....

CO-RENTERS SIGNATURE .....

SERENITY MOTORHOME HOLIDAYS – RENTAL AUTHORISED BY: .....

# Serenity Motorhome Holidays

44 Myers Street, BENDIGO Victoria, AUSTRALIA 3550

A Division of: Symons Marketing & Service Pty Ltd ACN 005 479 229 ABN 72 946 307 316 Phone 0409 911903

## TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT CONTRACT

### 1. DEFINITIONS

The "Rental Agreement Contract" comprises all documents issued to the Renter at commencement and termination of rental on the Rental Agreement Contract, including overleaf.  
"Damage" – means the loss of or damage to the vehicle and any loss, cost or expense incurred by the owner in connection with such loss or damage including without limitation, the costs of repair to the vehicle or its Market value at the time of such loss or damage (whichever is the lesser) assessment fees, towing, recovery and storage costs, a reasonable administration fee determined by the owner and loss of rental income arising out of the unavailability or non use of the vehicle up to a maximum of 14 days daily rental charges for the vehicle.  
"Over Head Damage" – means damage and third party damage arising from contact with any object, structure or obstruction at a point on a vehicle above the line of the top of the vehicles front windshield.  
"The Owner" – means Serenity Motorhome Holidays described as such overleaf.  
"The Rental Period" – means the period commencing with the time of rental and ending either when the vehicle is returned to the return location shown overleaf (whether by the renter or not) or when the owner receives proper confirmation of theft or destruction of the vehicle.  
"Renter" – means the person male or female, or persons who have signed overleaf or on behalf of whom this agreement has been signed.  
"Third Party Damage" – means any loss or damage to third party property including property of the owner other than the vehicle and any costs incurred by the owner in connection with such loss or damage.  
"Vehicle" – means the vehicle described overleaf or any substitute vehicle and includes all parts and components of the vehicle including tyres, spares, awnings, fittings, beds, appliances, windows, accessories, tools etc.  
"Water Damage" – includes any damage arising out of the vehicle being subject to the inundation of water that it is not designed to withstand.  
"Fire Damage" – includes any damage arising out of the vehicle being subject to fire, cigarette burns, lighter burns or match burns etc.  
"Animals" – includes any damage arising out of the vehicle being subject to animals and pets, including extra cleaning needed etc.

### 2. RENT OF VEHICLE

The renter hereby rents the vehicle from the owner on the terms of this Rental Agreement Contract.

### 3. DRIVER

3.1 The Renter agrees and declares that:  
3.1.1 He has never been convicted of an offence relating to driving a motor vehicle under the influence of alcohol or drugs or with a blood alcohol level over the legal limit.  
3.1.2 He holds a current drivers licence (full or non probationary) and valid in the place of rental and for the class of vehicle rented:  
3.1.3 He has correctly set out his particulars overleaf:  
3.1.4 Unless the owner has otherwise agreed in writing overleaf, only the renter will drive the vehicle.  
3.2 The renter acknowledges that the owner relies on the truth of the renter's representations in this agreement.

### 4. DRIVING THE VEHICLE

The renter agrees that when driving and maintaining the vehicle during the rental period he will:-  
4.1 Not allow the vehicle to be used for any illegal purpose, race contest or to tow or push anything or carry more passengers or loads other than that for which it was built.  
4.2 Not to be under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit in the state or territory in which the vehicle is driven.  
4.3 Not to refuse to fail to take any blood analysis or breath test requested by the police.  
4.4 Not to allow the vehicle to be used to carry passengers for payment of any kind.  
4.5 Take all reasonable steps to safeguard the vehicle from accident, damage or loss, not abuse or misuse the vehicle or use it when it is damaged or unsafe or use it in conditions for which it is unsuitable, such as unsealed or unmade roads or surfaces.  
4.6 Not use the vehicle to transport property unless the renter at his own costs obtains the necessary approvals, permits and licences and complies with all government requirements.  
4.7 Not use the vehicle for the conveyance of any load which is incorrectly loaded or secured or is in excess of that for which the vehicle is constructed.  
4.8 Not without the owner's prior consent use the vehicle to carry dangerous goods or other hazardous substances as classified by the Australian code for the transport of dangerous goods by road and rail or relevant state or territory legislation.  
4.9 Not without the owner's prior written consent allow any person to drive the vehicle other than those persons listed overleaf all of whom must hold a current drivers licence (full or non probationary and valid in the place of rental and for the class of vehicle rented).  
4.10 Not drive or use the vehicle in contravention of road, traffic, toll or other applicable legislation applying from time to time in ante state or territory including exceeding the relevant speed limits.  
4.11 Not to drive or use the vehicle as an articulated vehicle without the owners written consent.  
4.12 Secure and lock all doors and windows of the vehicle and remove the keys from the vehicle when parking or leaving the vehicle unattended.  
4.13 Not interfere with, damage or disconnect the odometer or any fittings and appliances including the engine and accessories: Except to check oils and coolant water.  
4.14 Not abuse or misuse the vehicle and maintain all engine oils and engine coolant levels to the manufacturer's specifications.  
4.15 Not use the vehicle when it is damaged or unsafe, including the use of the roll out awning in strong winds.  
4.16 Not drive the vehicle on bad roads or beaches or through streams, dams or rivers or floodwaters

### 5. RETURN OF THE VEHICLE

5.1 The renter will return the vehicle to the owner  
5.1.1 Subject to clauses 5.2 and 5.3 at the return location, date and time shown overleaf.  
5.1.2 In the same condition as it was at the commencement of the rental (clean & tidy) fair wear and tear, unforeseen breakdowns or defects accepted.  
5.2 If the renter returns the vehicle to a different location to that shown overleaf renter will pay a return location charge to cover the transport, towing and other costs in returning the vehicle to the originating location upon termination of rental unless otherwise agreed in writing.  
5.3 When the renter returns the vehicle to a location which is not open for business at the time of the return the vehicle shall be deemed for all purposes of this agreement to be returned at the time when the location next opens for business and the period of rental shall continue until that same time unless other arrangements have been agreed to in writing with the owner.  
5.4 The owner may terminate this agreement and repossess the vehicle with out notice when there has been a breach of this Rental Agreement Contract or the owner suspects the renter has breached this Rental Agreement Contract or if it is likely that damage or injury may occur.  
5.5 If such a termination occurs the renter will pay the owner all costs and charges he has already incurred under this Rental Agreement Contract up to the time of repossession.  
If the renter fails to return the vehicle at the return location date and time shown overleaf or within 24 hours of written or oral demand to the renter (which demand if it is in writing shall be considered delivered 48 hours after mailing of the certified letter addressed to the residence or business address of the renter as shown overleaf). Renter will be deemed to be in unlawful possession of the vehicle with out consent of the owner.

### 6. ACCIDENTS DAMAGE AND LOSS OF PROPERTY

6.1 Where a renter has breached this agreement the renter is liable without limitation for all:-  
6.1.1 Damage;  
6.1.2 Third party damage;  
6.1.3 Overhead damage, including damage to the roll out awning;  
6.1.4 Underbody damage;  
6.1.5 Water damage;  
6.1.6 Fire damage;  
6.1.7 Windscreen damage;  
6.1.8 Tyre damage;  
Howsoever caused and whether intentional or not.  
6.2 Where a renter has not breached this agreement the renter is liable without limitation for all;  
6.2.1 Overhead damage, including damage to the roll out awning;  
6.2.2 Underbody damage;  
6.2.3 Water damage;  
6.2.4 Third party damage caused by or arising out of the vehicles use on an unsealed surface unless the renter has obtained the prior written consent of the owner to use the vehicle on the unsealed surface;  
6.2.5 Damage and third party damage caused by a collision with animals;  
6.2.6 Cost of rectifying any tyre damage not attributable to fair wear and tear or manufacturing defects;  
6.2.7 Third party damage, overhead damage, underbody damage and water damage arising out of the vehicle reversing;  
6.2.8 Damage or third party damage caused by the vehicle being used as an articulated vehicle;  
6.2.9 Windscreen damage;  
6.2.10 Damage caused by storm tempest;  
6.3 Where the renter has not breached this agreement and save as providing for 6.2 renter's liability shall be limited to the amount of the Liability Bond Excess referred to overleaf for each incident where damage or third party damage (other than damage of the kind in the circumstances described in clause 6.2 that occurs during the rental period).  
6.4 The Renter shall immediately inform the owner of any incident where damage, third party damage, overhead damage, underbody damage, fire damage or water damage howsoever caused. Failure to notify the owner constitutes a breach of the Rental Agreement Contract.  
6.5 The Renter acknowledges that the owner reserves the right not to rent another vehicle to renter following any incident where the renter has breached this agreement or where damage of the kind or in the circumstances described in clause 6.1 or 6.2 occurs or where the vehicle is returned under clause 5.4.  
6.6 The Renter acknowledges that the owner is not liable for any loss caused by the theft of any personal property from the vehicle or for damage to any personal property in the vehicle or for loss of any personal property left in the vehicle during or after the end of the rental period.  
6.7 Notwithstanding the above, the renter is liable to the extent permitted by law for all damage, third party damage, overhead damage, fire damage, underbody damage and water damage occurring during the rental period howsoever caused where the renter is entitled to claim under any insurance policy for such damage, third party damage, overhead damage, fire damage, underbody damage or water damage.  
6.8 The Renter acknowledges that the owner has not in any way represented itself to a renter as a person carrying on the business of insurance.  
6.9 The Renter indemnifies owner from and against any or all claims demands, actions, liabilities, losses, costs, and expenses (including but not limited to legal costs) incurred by the owner as a consequence of the failure for whatever reason of the due punctual performance of the obligations of renter under this agreement.

### 7. LIABILITY OF THE OWNER

The owner gives no express warranty in relation to the vehicle. Certain conditions and warranties are implied by statute whether Commonwealth or State, which cannot be excluded, restricted or modified. Where the owner is permitted to limit its liability under those statutes for a breach of an implied condition or warranty the owner limits liability to replacement, repair or resupply of the vehicle. All other warranties, conditions and other obligations, which may be otherwise implied, are expressly excluded in their entirety. The owner is not liable to the renter for any indirect, special, incidental or consequential damages relating to this agreement.

### 8. CLAIMS AND PROCEEDINGS

Where use of a vehicle by renter results in any claim, accident, damage or loss the renter:  
Will immediately report such incident to the Police station nearest to the scene of the incident and in writing to the owner within 24 hours.  
Will not without the owner's written consent make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability.  
Agree that the owner or its insurer may at its own cost bring, defend, enforce or settle any legal proceedings against third parties.  
Will immediately complete and return the owner's accident report form and furnish to the owner within 48 hours, any statements, information or assistance which the owner or its insurer may reasonably require including attending a lawyers offices and court to give evidence.

### 9. Payment

The renter agrees to pay the owner on demand after due allowance for any prepayments or charges payable under this agreement including but not limited to;  
9.1.1 The rental charge for the vehicle during the rental period and any other fees or charges appearing overleaf calculated in accordance with the rates stated in the rate card or brochure current at the commencement of the rental period.  
9.1.2 Fuel supplied by the owner, unless otherwise agreed;  
9.1.3 All monies payable by the owner or renter arising out of the use of the vehicle by rent or imposed on the owner or on renter by any government or other competent authority together with any related legal or court costs incurred by the owner for all monies for which the renter is liable to the owner under this Rental Agreement Contract in respect of damage, loss or otherwise.  
For repayment of amount payable here under the renter appoints the owner as its agent to recover amounts payable under renters insurance including the excess amounts payable under clause 6.1 – 6.9 relating to the vehicle and authorises the owner to charge the renter's charge card for all charges payable under this agreement.

The renter remains primarily liable for all payments and charges payable under this Rental Agreement Contract and if the renter has directed the billing for such payments and charges to be transferred to another person, firm or corporation which upon so being billed has failed to make payment within 30 days, then the renter shall upon demand promptly pay such payments and charges to the owner.  
The owner may charge the renter interest at a rate of 10% per annum calculated on a daily basis on all outstanding accounts or charges payable in accordance with this Rental Agreement Contract, such interest to be computed from the unpaid rent of the rental period.  
Minimum charge payable by renter is an amount equivalent to one day's rental subject to clause 5.5, at the daily rate as calculated overleaf.  
Any refund due to the renter will be paid by means determined by the owner.

### 10. General

The renter acknowledges his interest in the vehicle is as a bailee of the owner and agrees not to part with possession or dispose of or encumber or assign any right or interest in the vehicle and not to create any lean on the vehicle for repairs.

Where the renter is more than one person, liability shall be joint and several.

Waiver by the owner of any breach of this agreement shall not constitute a waiver of any subsequent or continuing breach.

In this Rental Agreement Contract unless the contrary intention appears, words importing gender shall include both genders and the singular includes the plural and vice versa.

Headings are inserted for the convenience and do not effect the interpretation of this Rental Agreement Contract.

Strictly no pets allowed.

Vehicle to be driven on good made roads in Australian mainland or Tasmania only, unless permission is given by the owner in writing.