

VEHICLE RENTAL AGREEMENT

Cars Hire Auto Rental · Australia

This Vehicle Rental Agreement (Agreement) is made and entered into as of _____ between:

The Parties

Owner (the Lessor)

Business name	Cars Hire Auto Rental	ABN	99 382 528 968
Address	151 Mona Street, South Granville NSW 2142	Phone	0423 790 111
Email	Sales@carshire.com.au	Website	carshire.com.au

Renter (the Hirer)

Full name		Date of birth	
Residential address		Phone	
Email		Licence no.	
Licence state / expiry		Additional notes	

Owner and Renter may also be referred to as “Party” in the singular and “Parties” in the plural. This Agreement is subject to the following terms and conditions. Words importing the singular include the plural and vice versa.

1. Rental Vehicle

Owner hereby agrees to rent to Renter the following vehicle (“Vehicle”):

Make		Model	
Year		Colour	
Registration		VIN	
Odometer (km)		Fuel level	

2. Rental Period

Owner agrees to rent the Vehicle to Renter for the following period:

Start date / time		End date / time	
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The Parties agree that this Agreement terminates upon the End Date specified above. Notwithstanding anything to the contrary in this Agreement, either Party may terminate this Agreement prior to the End Date with at least one (1) day’s written notice. If this Agreement is terminated prior to the End Date, the Parties will work together in good faith to determine whether a refund of Rental Fees is payable. Early termination does not cancel any amount already overdue, or any late-payment charge that has already accrued under clause 4.

3. Kilometre Limit

Renter will observe the following kilometre limit for the Vehicle:

Limit	☐ Unlimited ☐ Limited km	Allowed km	
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Excess kilometres, if a limit applies, will be charged at the rate set out in clause 4.

4. Rental Fees and late payment

The Renter agrees to pay the Owner for use of the Vehicle as follows (all amounts in Australian dollars and, where applicable, inclusive of GST):

Daily / weekly rate	A\$	Bond / deposit	A\$
Excess km rate	A\$	Additional driver	A\$
Insurance excess	A\$2,000 per incident	Excess reduction	Only if agreed in writing

Refuelling service fee	A\$	Payment plan	[] In advance [] Instalments
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Fuel. Unless otherwise agreed in writing, the Vehicle is supplied with a full tank and must be returned with a full tank of the correct fuel. If the Vehicle is not returned full, Renter must pay the cost of refuelling plus the refuelling service fee shown above.

Bond. Owner shall retain the bond to be used, in the event of loss of or damage to the Vehicle during the term of this Agreement, to defray fully or partially the cost of necessary repairs or replacement, the insurance excess of A\$2,000, cleaning, refuelling, tolls, infringements, late-payment charges, or other amounts payable by Renter. In the absence of damage or loss and after all amounts due have been paid, any unused bond shall be refunded to the Renter within a reasonable time. Owner will not forfeit the bond for a breach that has not caused a loss or a charge allowed by this Agreement.

Payment. Rental Fees are payable in advance on or before the Start Date, unless the Parties have agreed in writing to a payment plan. If a payment plan is agreed, each instalment is due on the date stated in that plan. Renter authorises Owner to debit the nominated card or account for Rental Fees, bond, the insurance excess, infringements, tolls, late-payment charges, and other amounts payable under this Agreement. Owner will give Renter a reasonable opportunity to query a charge that is not the agreed Rental Fee or bond before debiting a disputed amount, except where Owner needs to secure an infringement, toll or excess that is already payable.

LATE PAYMENT

If any Rental Fee, instalment or other amount payable under this Agreement is not received in cleared funds by its due date, the following applies. These charges are a genuine pre-estimate of Owner's administration and financing cost. They are not a penalty, and they do not limit any right that cannot be excluded under the Australian Consumer Law.

(a) Grace period. Owner will allow three (3) business days after the due date. No late-payment charge applies if the overdue amount is paid in full within that grace period. Owner may send a reminder during the grace period.

(b) Administration fee. If the amount is still unpaid after the grace period, Owner may charge a late-payment administration fee of **A\$40** (forty Australian dollars) for that overdue amount. The fee is charged once per overdue amount or missed instalment, not per day.

(c) Interest. Interest accrues on the overdue amount only (not on the unpaid balance of the whole hire) at **10% per annum**, calculated daily from the day after the grace period until the overdue amount is paid. Interest is not charged on the A\$40 administration fee.

(d) Dishonoured payment. If a card, direct debit or other payment is declined or reversed, Owner may charge the same administration fee of **A\$40** for that dishonour, in addition to any fee the paying bank charges Owner. A successful repayment within the grace period does not attract the fee a second time.

(e) If it stays unpaid. If an amount remains unpaid more than seven (7) days after the due date, Owner may suspend the hire, require Renter to return the Vehicle, and debit the nominated card or apply the bond for the overdue amount, the A\$40 fee and accrued interest. Owner will not report the Vehicle stolen solely because a payment is late, unless the Vehicle is also overdue for return and Renter cannot be contacted, as set out in clause 11.

(f) Worked example. On an overdue amount of A\$400 that is paid 14 days after the due date (and 11 days after the grace period ends), the late-payment charge is A\$40 plus about A\$1.20 of interest. Owner may waive the administration fee once, in writing, if the overdue amount is then paid promptly.

5. Existing Damage to Vehicle

The Parties acknowledge the existing damage to the Vehicle as noted below. Areas not marked are taken to be free of pre-existing damage visible at handover. Renter should inspect the Vehicle before driving away and record any additional damage.

Vehicle area	Condition / notes	Vehicle area	Condition / notes
Bonnet / grille		Front bumper	
Windscreen / windows		Roof / aerial	
Front left guard		Front right guard	
Front left door		Front right door	
Rear left door		Rear right door	
Rear left quarter		Rear right quarter	
Boot / tailgate		Rear bumper	
Left side mirror		Right side mirror	
Left wheels / tyres		Right wheels / tyres	
Lights (front / rear)		Interior / seats / carpets	
Dashboard / controls		Spare, jack and tools	

Other damage / comments		Handover photos taken?	☐ Yes ☐ No
Inspected by		Date	

6. Insurance and excess

INSURANCE EXCESS

The insurance excess for this rental is **A\$2,000** (two thousand Australian dollars) per incident. Renter must pay this excess for each incident of loss of, or damage to, the Vehicle, and for each claim made in respect of the Vehicle, unless Owner has agreed in writing to a damage waiver or excess-reduction product that reduces the amount. Owner may apply the bond and debit the nominated card or account for the excess. Paying the excess does not limit Renter's liability for any loss or damage that is not covered.

The Vehicle is registered in Australia and includes Compulsory Third Party (CTP) insurance as required by the law of the State or Territory of registration.

Renter warrants that Renter holds a current, valid Australian driver licence (or an accepted international / foreign licence) of the class required to drive the Vehicle, and that Renter is not disqualified or suspended from driving.

Unless Owner has agreed in writing to provide a damage waiver or excess-reduction product, Renter is responsible for the insurance excess of A\$2,000 per incident and for any loss or damage that is not covered, including but not limited to damage arising from breach of this Agreement, off-road use (unless authorised), single-vehicle incidents where excluded, overhead or underbody damage where excluded, and personal belongings left in the Vehicle.

If Renter relies on a credit-card or personal comprehensive policy to cover the rental, Renter must ensure that policy extends to hire vehicles in Australia and must provide evidence on request. Holding other insurance does not reduce Renter's obligations to Owner under this Agreement, including the obligation to pay the A\$2,000 excess.

7. Indemnity

Regardless of insurance coverage, Renter shall indemnify Owner for loss, damage, claim, penalty, infringement and legal action, including reasonable legal costs, that Owner suffers arising from Renter's use or possession of the Vehicle during the term of this Agreement, including damage to the Vehicle, damage to the property of others, injury to Renter, and injury to others, to the extent caused by Renter or an authorised driver. This indemnity does not apply to the extent the loss was caused by Owner's negligence or breach, and it does not exclude any consumer guarantee that cannot be excluded. This clause survives termination of this Agreement.

8. Owner Warranty

Owner represents that, to the best of its knowledge and belief, the Vehicle is in sound and safe condition and free of any known faults or defects that would affect its safe operation under normal use on sealed public roads in Australia. The Vehicle is supplied as a hire vehicle and, to the extent permitted by the Australian Consumer Law, Owner excludes other warranties. Nothing in this Agreement excludes, restricts or modifies any consumer guarantee that cannot be excluded under the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)).

9. Renter Warranties and Use Restrictions

The Renter agrees that Renter will not:

- (a) allow any person to operate the Vehicle other than Renter or an additional authorised driver named in this Agreement who holds a valid licence of the required class and meets Owner's age and licence conditions;
- (b) operate the Vehicle in breach of any Australian law, or for an illegal purpose, and if Renter does so, Renter is responsible for all associated fines, infringements, penalties, demerit points, tolls and fees, and authorises Owner to charge those amounts plus a reasonable administration fee;
- (c) use the Vehicle to push, tow or propel another vehicle (except with Owner's prior written consent and a suitable approved device);
- (d) use the Vehicle for any race, rally, speed trial, pace-making or competition;
- (e) operate the Vehicle in a negligent, reckless or dangerous manner, or while affected by alcohol, drugs or fatigue;
- (f) take the Vehicle onto any unsealed road, beach, fire trail, station track or into any area prohibited by Owner, unless this Agreement expressly authorises that use;
- (g) smoke in the Vehicle, carry pets (unless authorised), or leave the Vehicle unsecured; or
- (h) take the Vehicle outside Australia, or onto any island or across any water, without Owner's prior written consent.

Renter must keep the Vehicle locked when unattended, use the correct fuel, check fluids and tyre condition at reasonable intervals, and promptly notify Owner of any accident, breakdown, damage, warning light or defect.

10. Accidents, Breakdown and Police

If the Vehicle is involved in an accident or is stolen, Renter must (a) notify the police where required by law; (b) notify Owner as soon as practicable and in any event within 24 hours; (c) not admit liability; and (d) complete Owner's incident form and obtain details of all other parties and witnesses. The A\$2,000 insurance excess is payable in respect of each such incident unless a written excess reduction applies. Owner may fit a replacement vehicle if available, at Renter's cost if the incident is Renter's responsibility.

11. Return of the Vehicle and late return

Renter must return the Vehicle to the agreed location on or before the End Date, during Owner's business hours unless otherwise arranged, in a clean condition, with all keys, accessories and documents, and with the same fuel level as at handover (or full, if supplied full).

Late return. Owner allows a grace period of thirty (30) minutes after the agreed return time. After that grace period, Owner may charge **A\$25 per commenced hour** until the Vehicle is returned, up to a maximum of one extra day's hire at the agreed daily rate. If the Vehicle is more than three (3) hours late, Owner may instead charge one extra day at the agreed daily rate plus a late-return administration fee of **A\$40**. Calling ahead does not remove the charge, but Owner may waive the A\$40 fee if the delay was notified and a replacement booking is not affected. A late return is separate from a late payment under clause 4. Owner will not charge both an hourly late-return amount and a full extra day for the same period.

Owner may report the Vehicle stolen if it is not returned and Renter cannot be contacted. Owner will make reasonable attempts to contact Renter before doing so.

12. Dispute Resolution and Arbitration

If the Parties cannot amicably resolve a dispute or damage claim arising from this Agreement, either Party may refer the dispute to mediation administered in Sydney, New South Wales, Australia. If the dispute is not resolved within 30 days of a party requesting mediation, the Parties agree to resolve the dispute by arbitration.

The arbitration shall be conducted in Sydney, New South Wales, Australia, before a single arbitrator, in accordance with the Commercial Arbitration Act 2010 (NSW) and, failing agreement on procedure, the ACICA Arbitration Rules then in effect. If the Parties cannot agree on an arbitrator within 14 days, an arbitrator shall be appointed by the Australian Disputes Centre or ACICA on the request of either Party.

The laws of New South Wales, Australia apply to the arbitration. The Parties agree that the arbitrator cannot award punitive or exemplary damages and agree to be bound by the arbitrator's award. Judgment upon the award may be entered in any court having jurisdiction. Nothing in this clause prevents a Party seeking urgent interlocutory relief from a court, or Owner recovering an undisputed debt or infringement in any competent court or tribunal (including the NSW Civil and Administrative Tribunal). A late-payment charge that Renter has disputed in writing is not an undisputed debt until Owner has responded to that dispute.

13. Disputes and Governing Law

The laws of New South Wales, Australia, without regard to conflict of law principles, govern this Agreement. The Parties submit to the non-exclusive jurisdiction of the courts of New South Wales and of the Commonwealth of Australia. No action arising out of the transactions under this Agreement may be brought by either Party more than two (2) years after the cause of action accrued, except for recovery of an infringement, toll or similar statutory amount.

14. General

This Agreement, including all schedules and the completed damage record, constitutes the entire agreement between the Parties in connection with the subject matter and supersedes all prior agreements, proposals, representations and other understandings, oral or written. No alteration or modification of this Agreement is valid unless made in writing and signed by an authorised representative of each Party.

The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach, and any waiver must be in writing and signed by the waiving Party. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions continue in full force and effect.

Any notice or other communication required or permitted under this Agreement shall be given in writing to the other Party at the address or email stated above, or at such other address as is notified in writing. Notices sent by email are taken to be received on the next business day in the recipient's location.

Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and bind respective successors and permitted assigns. Renter may not assign this Agreement without Owner's prior written consent. Owner may assign its rights, including the right to recover amounts payable.

This Agreement may be signed in counterparts (including electronic signature and scanned copies), each of which is deemed an original, and all of which together constitute one instrument.

A reference to a statute includes that statute as amended or replaced and any subordinate legislation. Headings are for convenience only and do not affect interpretation.

15. Additional Authorised Drivers (optional)

Full name	Licence no.	State / expiry	Date of birth

Signing

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the day and year first written above.

By signing, Renter acknowledges the insurance excess of A\$2,000 per incident in clause 6, the late-payment charges in clause 4 (A\$40 administration fee after a 3-business-day grace period, and interest at 10% per annum on the overdue amount only), and the late-return charges in clause 11, and authorises Owner to apply the bond and debit the nominated card for those amounts.

ACCEPTED BY RENTER	ACCEPTED BY OWNER
Signature	Signature
Name	Name / authorised officer
Title	Title · Cars Hire Auto Rental
Date	Date

This is a template agreement for Cars Hire Auto Rental. Complete the vehicle, hire period, fees and renter details before use. It is not legal advice. Have an Australian solicitor review it before you rely on it with customers. Late-payment amounts are set as a proportionate administration charge and a 10% per annum financing rate so they are more likely to sit within the Australian Consumer Law unfair-contract-term rules and the penalty doctrine. They are not a guarantee of enforceability.