

TERMS AND CONDITIONS OF THE AGREEMENT THAT YOU ARE BOUND BY

DEFINITIONS

Damage Fee (DF) In the event of damage to the motor vehicle whether it is your fault or someone else's fault the DF becomes payable. If the damage is less than the DF the cost of repair plus a \$55 administration fee will be charged and the balance will be refunded to the hirer(s). The DF is charged per incident (if there are multiple incidents causing damage to the motor vehicle the DF may be charged a multiple of times).

Single vehicle accident (SVA) means an incident in which:

No other vehicle is involved e.g. collisions with pedestrians, animals, fixed objects or rollovers but:

- i. that other vehicle or its driver have not been identified to us by you will be considered a SVA;
- ii. at the time of the incident the other vehicle was stationary, parked or driving in reverse.

Multiple vehicle accident (MVA) means an incident in which:

More than one vehicle is involved in an accident and the other vehicle and driver can be nominated on the accident/damage report.

Damage security bond (DSB) is the amount that is charged at the commencement of the hiring agreement for the sum of \$200.

THE HIRER WILL PAY IN THE EVENT OF AN ACCIDENT OR DAMAGE TO THE VEHICLE A DAMAGE FEE ("DF")

PAYMENT

Full payment must be made by credit card when collecting the vehicle. The credit card holder must be present when the vehicle is collected. When you collect your vehicle you will pay the full amount of all charges required to hire the vehicle on your credit card, cash or by electronic transaction for the estimated value of the rental. Any applicable damage security bond (DSB) must be paid by Credit Card. Provided that the vehicle is returned undamaged and no additional charges are applied (e.g. fuel), the pre-authorisation for the DSB will be cancelled. The cancellation may take 7 days after return of the vehicle.

LICENCING REQUIREMENTS

To rent a vehicle you must present a valid unrestricted driver's licence (i.e. not a probationary licence) that you have held for a minimum of twelve months. The licence must include a photo of yourself and be written in English. If the licence is not in English you must carry an English translation and an international driving permit.

DAMAGE FEE REDUCTION (DFR)

Damage fee reduction (DFR) reduces your liability if taken by you in accordance with your rental agreement as per the table of options below. This reduction varies by age of hirer and applies to the youngest driver nominated on the rental agreement. **Note: DFR does not cover certain loss or damage and cannot be waived in full. (Refer to Exclusion of Damage Cover.)**

DAMAGE FEE REDUCTION OPTIONS:

	BASIC	INTERMEDIATE	PREMIUM
DRIVERS 25 and OVER			
MULTIPLE VEHICLE ACCIDENTS	\$2500	\$750	\$350
SINGLE VEHICLE ACCIDENTS	\$4000	\$4000	\$350
DAILY CHARGE	\$0	\$15	\$25
DRIVERS over 21 under 25			
MULTIPLE VEHICLE ACCIDENTS	\$1500	-	-
SINGLE VEHICLE ACCIDENTS	\$4000	-	-
DAILY CHARGE	\$20	-	-

DAMAGE SECURITY BOND (DSB)

A DSB will be charged upfront in the amount of \$200.00 for passenger vehicles. Speciality or other vehicles will be quoted by BC Car Rentals on as needs basis. The DSB is to be paid by Visa/Mastercard/American Express and the card holder has to be present at the time of vehicle collection. No cash deposit will be accepted. Upon returning the vehicle you may pay for any extra rental or other charges, however, until clearance of the motor vehicle to be undertaken within 2 clear business days your credit card may be charged with additional charges as per this agreement and/or for any damage to the vehicle found on the inspection undertaken by BC Car Rentals mechanical staff.

ACCIDENT AND/OR DAMAGE TO VEHICLE

Any accident and/or damage to vehicle or other equipment must be reported within twenty four (24) hours. Accidents involving other vehicles must be accompanied by a police report. You must write down names and addresses of all people involved and any witnesses at the scene of the accident, **however** you should never admit liability on your behalf without first contacting and speaking to a BC Car Rentals staff member. No unauthorised repairs to the motor vehicle may be conducted by the hirer(s) without the formal approval of BC Car Rentals. Should the hirer(s) fail to comply with any conditions of this contract, all loss and damages suffered by the owner arising out of such failure shall be borne by and paid for by the hirer(s). Subject to the terms and conditions of which the hirer(s) acknowledges that they are aware, the hirer agrees to rent the above vehicle and agrees that all amounts payable under this agreement will be charged to the nominated credit card used for the pre-authorisation. The Hirer(s) accepts that items not returned such as GPS Systems, Street Directories, baby and booster seats will be charged at the going rates. All damage repairs and any missing or damaged items that have to be replaced incur a damage administration fee of \$55.00 per incident.

COLLECTION OF VEHICLE AND PICKUP

By signing this Agreement you will agree that the condition of the vehicle on pick up is as displayed on the diagram which forms part of this Agreement. Any damage to the vehicle other than that noted on the diagram at the time of pickup will be the hirer(s) responsibility.

PERIOD OF HIRE

Rental charges are calculated in the periods of 24 hours.

VEHICLE CONDITION

1. You acknowledge that the vehicle is generally in good roadworthy condition. You agree to return the vehicle to BC Car Rentals in the same condition as when you took possession of the vehicle as well as cleanliness, allowing only for acceptable wear and tear.
2. You agree to maintain oil and water levels as well as appropriate tyre pressure during the rental period to manufacturer's specifications.
3. You agree to report immediately to BC Car Rentals any defect or impairment to operating systems of vehicle.
4. All charges that are paid by you are subject to final audit and clearance by cleaning and maintenance team of BC Car Rentals (this generally is 2 clear business days after return of the vehicle).
5. There is NO SMOKING in the vehicles and failure of compliance will incur a cleaning fee of \$80.
6. Vehicles are provided in a clean and tidy manner and are to be returned in the same condition, otherwise a cleaning fee of \$80 will apply.

HIRER(S) RESPONSIBILITY

Maintaining water and oil levels is the hirer(s) responsibility. Any cost incurred will be reimbursed upon production of a receipt. Should any malfunction of the vehicle occur and/or any sign of overheating, you must stop the vehicle immediately or you will be held liable and loss of bond may occur.

RETURN OF VEHICLE

1. Vehicles must be returned to the location as agreed on the rental contract. Melbourne City depot is located in 69 Whiteman Street, Southbank. Our Melbourne Airport depot is located at 4 Sabre Court, Tullamarine.

2. After hour drop offs at our city depot have to be pre-arranged and a after hours fee applies. To arrange please contact BC Car Rentals on (03) 9699 2222. Please note hirer(s) is responsible for the vehicle until the car is received into the place of business and damage incurred whilst unattended is the hirer(s) responsibility.
3. Any additional cost incurred in having to retrieve a vehicle left in an unapproved location will be charged to the hirer(s).
4. You are responsible for the vehicle during the rental period up until we make our final inspection of the vehicle. This will include when the vehicle is left unattended and our inspection cannot take place for some time (the hirer(s) agrees it may take up to 2 clear business days after return of the vehicle by the hirer(s) for a clearance that the vehicle has been returned in a satisfactory condition).
5. Late Returns: Returns later than contracted times will be charged for at the rate of \$20 per hour. Three (3) hours or more will incur a full day rental.
6. Early Returns: No refunds are given for early returns.
7. Please ensure fuel is at correct level. Fuel is charged at \$2.50 per litre PLUS an administration fee of \$35.

TERMINATION OF CONTRACT

BC Car Rentals reserves the right to terminate a contract should:

- a. the vehicle be driven by person(s) other than those nominated on rental contact,
- b. the hirer(s) is believed upon reasonable grounds to have made a false statement in relation to this agreement,
- c. the hirer(s) is found to be in a breach or suspected breach of any terms and conditions hereof, or
- d. the vehicle is involved in an accident.

CANCELLATION POLICY

More than 7 days = No fee applicable, within 7 days of hire = 2 day hire, less than 24 hours = No refund

USE OF VEHICLE

Vehicles are to be driven within Victoria only, unless authorised by BC Car Rentals at the of vehicle collection.

BC Car Rentals does **not** permit its vehicles to be used in the following manner:

- a. for commercial purposes, including the transportation of goods, promotional equipment, freight or cargo and/or passengers for hire/reward,
- b. for the transportation of animals or pets,
- c. to travel on any unsealed road including beach and forest paths,
- d. to be transported over water by barge or vehicle ferry, or
- e. to carry roof racks, including soft racks for surfboards.

EXCLUSION OF DAMAGE COVER

- a. damage or loss from theft where vehicle is left unlocked or unsecured,
- b. damage or loss to any personal property of the hirer(s) or passengers,
- c. damage caused by roof racks, snow chains, or unsecured loads,
- d. damage caused by deliberate, reckless, careless or negligent behaviour,
- e. damage or loss occurring to vehicle outside the designated area of use,
- f. damage or loss occurring during unauthorised towing or ferrying of vehicle without the consent and approval of BC Car Rentals,
- g. damage or loss to the undercarriage of the vehicle due to contact with any obstacle or road surface, regardless of cause,
- h. damage or loss occurred as a failure of driver/hirer to stop after recognising possible mechanical or physical problems with the vehicle, including overheating, fluid loss, excessive tyre wear and loss of tyre pressure,
- i. damage or loss to overhead parts of the vehicle including aerials where vehicle has been driven under an object lower than the vehicle clearance height,
- j. damage or loss incurred whilst vehicle is used in an illegal manner, including:
 - a. Acts of terrorism,
 - b. Driver under the influence of alcohol or drugs,
 - c. Violation of traffic codes, or
 - d. Exceeding blood alcohol limit and or drugs.
- k. damage or loss occurring to vehicle whilst been driven on unsealed roads,
- l. damage to vehicle where vehicle is immersed in water either partially or fully regardless of cause,
- m. damage or loss to the tyres, such as punctures, abrasions and cuts,
- n. damage to windscreens such as cracks, stars and chips,
- o. damage or loss incurred whilst the vehicle is being operated in any race, speed test, rally or contest,
- p. damage or loss incurred whilst vehicle is being driven outside the specified time limits of the contract without the express permission from BC Car Rentals,
- q. all damages/accidents above the snowline incur a \$4,000.00 damage fee, or
- r. tyre and windscreen waiver covers puncture repairs and windscreen repairs only, replacements are not covered.

ROADSIDE ASSISTANCE

24 Hour Roadside Assistance is provided as part of the rental. In case of breakdown please call BC Car Rentals. In case of driver negligence, (ie. Keys locked in car or flat battery due to lights being left on, the hirer(s) is liable for the call out fee. BC Car Rentals will pay for any mechanical faults.

TOLL ACTIVATION AND USAGE

All our vehicles are equipped with an e-tag which can be activated for \$15 payable to BC Rentals upon vehicle collection. Toll usage charges will be charged to the credit card nominated as part of the rental agreement. Toll charges plus a \$55 admin fee will apply if e-tag has not been activated upon pick up or has been removed or exchanged from vehicles. The hirer not permitted to use their own e-tag in the rental vehicle.

TRAFFIC INFRINGEMENTS

The hirer(s) accept responsibility for all traffic violations. A \$55 administration fee will apply for any unpaid fines, CityLink & Eastlink late toll invoices or infringements due to BC Car Rentals administration involvement in declarations to authorities and customer notification.

ALL CHARGES ARE SUBJECT TO FINAL AUDIT BY CLEANING AND MAINTENANCE TEAM.

I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT

Signature of Hirer(s).....