

## TERMS AND CONDITIONS OF THE AGREEMENT THAT YOU ARE BOUND BY

### CONDITIONS OF RENTING

To rent a vehicle you must present a valid driver's licence. 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.

You must hold a valid Credit Card where a bond can be taken at time of renting, this card will be photocopied and a Credit Card authorisation form completed.

Rental duration is for a 24 hour period, full payment is to be made at commencement of hire.

The vehicle must be returned to the location, date and time shown on the Rental Agreement late fees and after hours fees apply. Please note the hirer(s) is responsible for the vehicle until the car is returned to the place of business and any damage incurred whilst unattended is the hirer(s) responsibility.

### PAYMENT

When collecting the vehicle, you are required to pay the full amount of the rental agreement. We accept credit card, eftpos or cash payments. The credit card holder **must** be present when the vehicle is collected.

### BOND

A security bond (pre-authorisation) will be charged upfront. The pre-authorisation for the bond is frozen in your account and released after 5 to 7 days by your bank, CREDIT CARD only. **However**, until final clearance / inspection of the vehicle is undertaken, your credit card may be charged with additional fees as per this agreement and/or for any damage to the vehicle found on the inspection undertaken by BC Car Rentals detailing / mechanical staff, no charges will be taken without prior notification /communication first.

### BAD DEBTS

Any outstanding debts, non payment of hire, charge backs from credit card company, damage payments, cleaning payments that are outstanding will incur extra charges be passed on to our debt collector and a Credit Default will be created against their name and address, this will affect your ability to get credit until the debt due to BC Rentals is cleared. BC Rentals will give due notice of debt and provide 2 letters of communication before resorting to the default.

### LATE RETURNS

If a vehicle is returned later than the contracted times, the hirer(s) will be charged a late fee of \$20.00 in the first hour thereafter the equivalent of a full day rate will also apply and be added to the account. If the hirer wants to keep the car for an additional day the late fees will still apply on top of the hire fee. Admin charges may also apply.

### TRAFFIC INFRINGEMENTS

The hirer(s) accepts responsibility for all traffic violations. A **\$99.00** administration fee will apply for all infringements any other infringements due to BC Car Rentals administration involvement in declarations and nominations to authorities and customer notification.

### NO REFUNDS

A deposit is taken to secure booking no refunds are given for cancellations or early returns under any circumstances.

### SECURITY AND SAFETY

You agree to keep the vehicle locked and the keys under your or the authorised driver's personal control at all times.

## INSURANCE

### Multi Vehicle Maximum Liability

Multi Vehicle Maximum Liability (MVL) reduces your liability if taken by you in accordance with your rental agreement. Each package has a different liability fee depending on which package you choose. This package will define the amount you are liable for in a multi vehicle accident in accordance with your rental agreement. (please see table below) In addition you must pay an extra fee for cover if you are under 25 years old or plan to drive above the snowline. The Snow Line is defined as the gates leading to any of the national parks or snowfields in Australia between 1 June and 31 October.

<i>Level of Cover</i>	<i>21-25 Year Olds &amp; P Platers</i>	<i>Single Vehicle Maximum Liability</i>	<i>Multi Vehicle Maximum Liability</i>
Fair Dinkum	N/A	\$3500	\$3500
Grouse	N/A	\$3500	\$999
Awesome	+\$15 per day	\$3500	\$0
No Worries	+\$25 Per day	\$0	\$0
She'll Be Right	+\$63 Per 3 week hire	\$2500	\$2500

### Multi Vehicle Accidents:

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, A Damage Report form is available on our website or in glove Compartment of vehicle & on sum up sheet.

***Hirer must complete a damage report for all damages/accidents and incidents, or MVR & Fully Comprehensive Cover is rendered invalid and claim will be assessed as Single Vehicle***

### Single Vehicle Accident:

All and any damage where the driver is at fault no third party was responsible, no Damage Report was completed, or third party Details available, theft, vandalism, reversing, overhead damage, under body damage to the vehicle, tears damage to interior, loss of key, water damage to the vehicle, damage to a tyre or an accessory not attributable to normal wear and tear, damage to the vehicle or to the property of any third party caused deliberately or recklessly by you, any other driver of the vehicle or any passenger carried during the rental period. Hires are also responsible in a single vehicle accident for any and all related expenses and losses to BC Rentals, towing, storage fees and loss of income, recovery costs.

## EXCLUSION OF DAMAGE COVER

### **The following is not covered by the MVR:**

Damage or loss to any part of the vehicle, whatever the cause, while the vehicle is parked or not in motion.

Damage or loss from theft where vehicle is left unlocked or unsecured.

Damage or loss to any personal property of the hirer(s) or passengers.

Damage caused by deliberate, reckless, careless or negligent behaviour.

Damage or loss occurring to vehicle outside the designated area of use.

Damage or loss occurring during unauthorised towing

Damage or loss to the undercarriage of the vehicle due to contact with any obstacle or road surface, regardless of cause.

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.

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.

Damage or loss incurred whilst vehicle is used in an illegal manner, including:

a. acts of terrorism,

a. driver under the influence of alcohol or drugs,

b. violation of traffic codes, or

c. exceeding blood alcohol limit and or drugs.

Damage or loss occurring to vehicle whilst been driven on unsealed roads.

Damage or loss occurring due to insect swarms, birds or other wildlife.

Damage to vehicle where vehicle is immersed in water either partially or fully regardless of cause.

Damage or loss to the tyres, such as punctures, abrasions, blow outs and cuts, unless the tyre and windscreen waiver option was added at the outset of the rental period.

Damage to windscreens such as cracks, stars and chips, unless the tyre and windscreen waiver option was added at the outset of the rental period.

Damage or loss incurred whilst the vehicle is being operated in any race, speed test, rally or contest.

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.

Damages/accidents above the snowline which will incur a \$3500 damage fee.

Damage or loss occurring whilst vehicle is being driven in reverse.

Damage or loss to any part of the interior of the vehicle.

### **The following is not covered in Fully Comprehensive:**

Damage or loss from theft where vehicle is left unlocked or unsecured.

Damage or loss to any personal property of the hirer(s) or passengers.

Damage caused by deliberate, reckless, careless or negligent behaviour.

Damage or loss occurring to vehicle outside the designated area of use.

Damage or loss occurring during unauthorised towing

Damage or loss to the undercarriage of the vehicle due to contact with any obstacle or road surface, regardless of cause.

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.

Damage or loss incurred whilst vehicle is used in an illegal manner, including:

a. acts of terrorism,

a. driver under the influence of alcohol or drugs,

b. violation of traffic codes, or

c. exceeding blood alcohol limit and or drugs.

Damage or loss occurring to vehicle whilst been driven on unsealed roads.

Damage to vehicle where vehicle is immersed in water either partially or fully regardless of cause.

Damage or loss incurred whilst the vehicle is being operated in any race, speed test, rally or contest.

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. **Note: Hirers are responsible for full cost or a replacement key if lost or damaged this applies to all packages.**

## WINDSCREEN & PUNCTURE REPAIR COVER

Covers the hirer for all chipped and cracked windscreens and all repairable punctures. It is only included in the "No worries" package but can be added to the other packages for an additional daily fee, please note when no cover is taken the hirer is responsible for all tyre damage and all chips and cracks to windscreen.

## ACCIDENT AND/OR DAMAGE TO VEHICLE

The hirer(s) is liable:

- a. for the loss of, and all damage to, the vehicle; and
- b. for all damage to the property of any person:
  - (i) which is caused or contributed to by you or any person you allow to drive the vehicle; or
  - (ii) which arises from the use of the vehicle by you or any person you allow to drive the vehicle.

BC Car Rentals will provide details to you of the final cost of the loss, damage or repair.

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 will incur a damage administration fee of \$99.00 per incident.

## USE OF VEHICLE

You and any Authorised Driver(s) must only use the vehicle for personal use and on roads which are properly formed and constructed as a sealed road. Vehicles are to be driven within Victoria only, unless authorised by BC Car Rentals and be on the No Worries package.

BC Car Rentals does **NOT PERMIT** its vehicles to:

- a. be used for commercial purposes
- b. be used for the transportation of animals or pets
- c. be driven on any unsealed roads including beach and forest paths
- d. carry roof racks, including soft racks for surfboards
- e. tow any trailer
- f. carry, or allow the vehicle to carry, more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle
- g. use the vehicle in contravention of any law.

## TRAVEL RESTRICTIONS

Interstate travel is only permitted with the Fully Comprehensive insurance package No Worries.

Travel is not permitted to: Far North Queensland, Northern Territories, Western Australia, along or north of the Nullarbor. Vehicles are fitted with tracking devices and charges will apply if in breach of travel restrictions. Vehicles are fitted with Tracking devices and GPS Linked.

## VEHICLE CONDITION, MAINTENANCE

You and any Authorised Driver(s) 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 allowing only for acceptable wear and tear. By signing this Agreement you and any authorised driver will agree that the condition of the vehicle on collection 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 collection will be the hirer(s) responsibility. We encourage you to perform your own inspections before leaving the BC Car Rentals location. If you detect any damage to the vehicle and it has not been recorded on the Condition Report attached to your rental agreement, please notify BC Car Rentals staff before you depart to avoid any disputes upon return.

You agree to maintain oil and water levels as well as appropriate tyre pressure during the rental period to manufacturer's specifications. 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.

You must not have repairs to the vehicle carried out unless BC Car Rentals authorises you to do so. BC Car Rentals requires verification of the cost of repairs for reimbursement and GST purposes. You should obtain an original tax invoice/receipt to assist BC Car Rentals. BC Car Rentals will reimburse you for any repairs to the Vehicle authorised by it, provided that the cost of those repairs is verified. To the extent that BC Car Rentals cannot verify the cost of repairs, you will not be reimbursed.

You agree to report immediately to BC Car Rentals any defect or impairment to operating systems of vehicle.

There is **NO SMOKING** allowed in the vehicle. Failure to comply will incur a cleaning fee.

## **FUEL**

The vehicle is hired to you with a full tank of petrol you must return the vehicle with a full tank of petrol. By driving off from our premise you are agreeing the car is full of fuel. You agree to fill the vehicle with only the fuel type specified in the Manufacturer's specification. If car requires fuel, the hirer will be charged to the nominated credit card for missing fuel plus an administration fee. Fuel will be calculated at \$3.15 per litre to the nearest lowest 1/8<sup>th</sup> tank.

## **BREAKDOWNS**

If vehicle is rendered unfit to drive BC Rentals has responsibility to the signed hirer, in this case the RACV can tow vehicle and take main driver back to BC Rentals where a new vehicle will be supplied (if similar size vehicle is available) or we can arrange alternate transport up to \$100 to take hirer to a requested destination or new car hire company and remainder of hire will be refunded to hire less fuel used. BC Rentals is not obligated to extend or refund hirer for any loss of time due to RACV call outs.

## **TERMINATION OF CONTRACT**

BC Rentals retain the right to terminate the Rental Agreement at any time if the other party commits a breach of the Rental Agreement and recoup cost and admin charges for termination.

The hirer may terminate the Rental Agreement at any time by returning the Vehicle to BC Rentals. No refunds given for early returns.

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 contract,
- 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.
- e. the vehicle is unfit to drive & no suitable agreement between BC Rentals and Hirer can be reached.

BC Car Rentals may request the immediate return of a vehicle, or may re-take the vehicle without notice, if BC Car Rentals reasonably suspects that:

- a. the vehicle may be used for an unlawful purpose.
- b. there is damage to the vehicle, or injury to persons or property is likely to occur.
- c. the vehicle will be involved in an industrial dispute.
- d. you do not return the vehicle on the date and time shown on the Rental Agreement and you have not informed BC Car Rentals of a new return date and time.
- e. the credit limit on your method of payment would be exceeded by the debiting of the rental charges for a requested extension of the rental of your vehicle.

You must pay BC Car Rentals for any additional costs BC Car Rentals incurs in re-taking the vehicle.

## **ROADSIDE ASSISTANCE**

24 Hour Roadside Assistance is provided as part of the rental. In case of a breakdown, BC Car Rentals should be contacted immediately. In case of driver negligence, (ie. keys locked in vehicle or flat battery due to lights being left on), the hirer(s) is liable for the RACV callout fee as well as an administration fee. BC Car Rentals will pay for any mechanical faults.

**NOTE: you are liable if you have driven the vehicle while warning lights are on, tyre is flat, engine noise or loss of control, in these cases you must stop immediately and call BC Rentals.**

## **AFTER HOURS DROP OFF**

After hour drop-offs at the Melbourne City depot have to be pre-arranged and an afterhours fee applies. To arrange, please contact BC Car Rentals on (03) 9699 2222. Please note the hirer(s) is responsible for the vehicle until the car is returned to the place of business and any damage incurred whilst unattended is the hirer(s) responsibility. Any additional cost incurred in having to retrieve a vehicle left in an unapproved location will be charged to the hirer(s).

## **TOLL ACTIVATION AND USAGE**

All vehicles are equipped with an e-tag where the hirer(s) has the option to activate the Etag package at \$19.95 for 1 – 3 days, 4 days plus \$12.95 plus all usage. BC Car Rentals is issued with a monthly account from the Toll Authorities which covers the period of 16th of each calendar month till 15th of the following calendar month. If toll is not activated then the hirer will be responsible for all usage plus a \$99 admin fee. In activation and usage only hirer will be invoiced for toll usage and amount taken from nominated credit card. You will be notified either by email or mail, of the total amount deducted from your nominated credit card for tollway usage, so it is your responsibility to provide us with correct contact details at the outset of the rental.

Toll charges plus a \$99.00 administration fee will apply if the e-tag has not been activated at the outset of the rental or if the E-Tag has been removed or exchanged from vehicles. Failure to comply will incur a \$99.00 administration fee.

The hirer is not permitted to use their own e-tag in the rental vehicle or purchase a day pass from any tollway authority as this will result in both parties incurring charges. Refunds will not be issued should the hirer fail to comply.

## **TRAFFIC INFRINGEMENTS**

The hirer(s) accepts responsibility for all traffic violations. A \$99.00 administration fee will apply for all infringements any other infringements due to BC Car Rentals administration involvement in declarations and nominations to authorities and customer notification.

You agree to pay a \$99.00 administration fee for EACH infringement we receive from the authorities whilst the rental vehicle is in your possession. If you incur multiple infringements during your rental period, you will be charged multiple administration fees.

## **ADMIN FEES**

Admin fees apply when the hirer does not comply with the terms of the contract:

Car is returned not full of fuel

Toll road is used and not activated

Single Vehicle Accidents

Call out for hirer negligence

Infringement processing (Each infringement/parking tickets will receive an admin fee)

## **VEHICLE RETURNS/FINAL CHECK**

Until vehicle has gone through final inspection the nominated 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 detailing / mechanical staff. (this can take up to 7 working days after return date of hire). When returning the vehicle you are signing for return only, any missing fuel damage etc will be reported and charged after final inspection. The hirer(s) agrees it may take up to seven (7) 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.

## **EXCESSIVELY DIRTY**

This is where a vehicle does not meet BC Rentals standard cleaning practises. This is a general external internal clean using regular cleaning products, water, high pressure hose and vacuum which takes approx 15mins.

A vehicle will be deemed excessively dirty when a detail takes longer than this or a third party company has to be used to valet the car.

Note, charges and fees will apply

## **PERSONAL INFORMAMTION**

When you rent a vehicle from BC Rentals we need to collect certain information from you.

That information may include your name, contact details, date of birth, driver's licence number, payment details, we are required to collect this information by law and for insurance purposes

We may use and disclose your personal information for the following purposes: to communicate with you regarding your vehicle, safety, in case of an accident, any investigations

that prevent and deal with fraud, unlawful activity and breaches of our agreement with you;

to process charges and nominate you for infringement and other offences.

## **PLANT A TREE**

Turn your emissions into a tree, by paying an extra \$3 to your hire we will give this to [www.carbonneutral.com](http://www.carbonneutral.com) who will plant a tree on our behalf. If you make the optional contribution towards Plant a Tree then BC Rentals will pay the full amount of your contribution towards that initiative and its administration.

## **WHO ARE WE**

We are Darvair Pty LTD, trading as BC Rentals 69 Whiteman Street, Southbank, Melbourne, Vic, 3006. 03 9699 2222