CAR HIRE AGREEMENT

HELLO BACKING

FLY FISHING CHARTERS

4x4 CAR HIRE

Email: happyjackscars@outlook.com

ABN: 72 464 180 403

Name of Hirer/Nominated Driver (s): _____

PRIMARY DRIVER (should be credit card security provider): _____

DRIVERS LICENCE NUMBER: _____

PRIMARY Contact Number - Home: _____

PRIMARY Address: _____

PRIMARY Email: _____

SECONDARY DRIVERS / DL NUMBERS:_____

_____

Accommodation Contact Details when on Island: (eg. Name of Accommodation/contact/address)

_____

Hire Period / Dates: _____

- A credit card is required to hold your booking and details are used as security for any fees, loss or damage to vehicles during hire period. Refer to details of terms and conditions of hire on page 2.

Name on Credit Card: _____

Credit Card Number: _____

Expiry Date: _____

Signature of Card Holder: _____

I agree that I have read and accepted the terms and conditions provided to me by Hello Backing including,

- Payment of Fees per day (see fee schedule at the top of page 2 of this form)
- Vehicle to be returned with a full tank of fuel. Fuel bowser located at northern end of West Island and accepts credit card. $50 service fee and $3/L charge if returned below full.
- Return of Vehicle: The Club Carpark, West Island, time agreed by Hello Backing in advance.
- Payment of costs associated with loss or damage to vehicle as detailed in terms and conditions of hire.

Name: _____

Signature: _____ Date: _____

Conditions of Hire:

Cancellation Policy:

Cancellations within 14 days of hire commencement date may incur up to 100% penalty charge unless otherwise agreed by the Owner. Due to the remote location, flight cancellations and disruptions are common, please ensure you have adequate insurance to cover losses in case of forced cancellation.

Terms:

1) The following terms are used in this agreement: 'hirer', 'you' means the person or company hiring the vehicle; 'owner', 'us', 'we' means Hello Backing'; 'vehicle' means the hire vehicle utilized by the hirer.
2) Hire Period is indicated by the dates identified on this hire agreement. For the purpose of fees, charges and damage liability, the hire period includes the entirety of the time the vehicle remains in use by the hirer regardless of the dates on this agreement.
3) The vehicle is considered 'in use' by the hirer until the vehicle is physically returned to the owner at the Club Carpark on West Island.
4) Nominated Driver: the Hirer nominates a person, or persons, specified in this Agreement as the driver of the Vehicle during the Hire Period.

Commencement of Hire:

5) For Hirers arriving by flights, vehicles will be delivered and parked in front of the Cocos Airport, either at the Cocos Club or nearby, with Hirer name displayed on the Vehicle.
6) Unless otherwise advised to Hello Backing within 24 hours after the intended collection date/ time, the Hirer acknowledges the hiring commenced, from the date stated overleaf and that the vehicle is in sound working order.

Return of Vehicle:

7) At the conclusion of hire, the Hirer shall return the Vehicle to the Club Carpark on West Island, ensuring;
   a. The vehicle has a full tank of fuel (unless otherwise agreed between both parties);
   b. The vehicle is in the same working order and physical condition as at the commencement of the hire; and
   c. No property of the hirer has been left in the Vehicle.

Use of Vehicle:

8) The hirer acknowledges and agrees to the following terms of use of the vehicle and the penalties that may apply where in breach of these conditions.
9) The hirer shall ensure that the Vehicle is driven in a safe and diligent manner, strictly abiding by local speed limits, and that due care is exercised at all times.
10) The following persons must not drive the Vehicle (unless authorised by Hello Backing in writing)
    a. A person who is not identified under the "hirer and Driver Information" in the agreement.
    b. A person who does not hold a current unrestricted motor vehicle driver's license for the class of Vehicle hired (learners permits and provisional licenses are not acceptable unless We provide written agreement)
    c. A person who is under the influence of any drug, toxic or illegal substance.
    d. A person who has given a false name, age, address or driver's license details.
    e. A person whose driver's license has been cancelled or suspended.
    f. A driver with less than 12 months practical driving experience for the required class of vehicle.
11) The Vehicle **must not** be used, unless authorised by Hello Backing in writing, for any of the following activities and the **hirer acknowledges penalties of up to $5000 may apply if found to breach this usage policy.**
    a. For towing (including boats, trailers, etc);
    b. Driven on beaches/sand, in excessively muddy tracks, in salt water, fields or paddocks.
    c. To carry flammable, explosive or corrosive materials.
    d. To carry any greater load, number of persons or for use in a manner or for a purpose for which the Vehicle was not designed or constructed, including not to carry more persons than number of seat belts.
    e. In contravention of any criminal legislation, any legislation involving a penalty, or for any illegal purpose whatsoever.
    f. If we, or a government authority, have directed you or any authorized driver not to drive the vehicle.

Fees and Charges:

12) The Hirer shall pay:
    a. Hiring fee at the rate specified in the agreement;
    b. Late charges: a $20 late fee may incur for vehicles returned 30 minutes after the specified time. A full day hiring charge may apply if the Hirer is three hours late in returning the Vehicle.
    c. Fuel charges: The Hirer is required to return the Vehicle with the fuel tank FULL, or will be charged for a full tank of fuel, unless alternative arrangements have been agreed by the Owners.
    d. Loss and Damage Fees:
       i. Lost Key: $500 per ignition key ii. Damaged or punctured tyre: up to $250
       iii. Windscreen damage: up to $950 depending whether repair or replacement is needed.
       iv. Exterior dents, scratches and breakages or interior damage to upholstery incurred while in use of the hirer may incur fees up to $2500.

Accidents and Insurance

13) In the event that the Vehicle is involved in any accident that results in the injury, loss or damage to any person, object or the Vehicle, the Hirer shall;
    a. Immediately report the accident to the Police and complete an accident report if requested. Advise Hello Backing after the police report has been made.
    b. Be fully responsible for all costs incurred to repair the Vehicle with $2500 excess payable immediately.
14) Any total cost owing will be assessed and quoted by the Owner upon receiving advice from mechanical providers, depending on the type of repair required.
15) Travel insurance is highly recommended for coverage relating to personal injury. Hello Backing are not liable for damages or injury relating to use of the vehicle.
16) Hello Backing registration covers third party insurance only.

Payment Policy

17) The hirer agrees to pay in full the cost of hire on commencement of the hire period and that any additional fees or charges incurred (as outlined in the terms and conditions) may be deducted from the credit card provided unless alternative arrangements are agreed by the Owner.