

THIS AGREEMENT is made on the date specified in the Vehicle Hire Agreement

BETWEEN: - (Hirer) _____

AND

Cocos Autos Car Hire and Mechanical Repairs

TERMS AND CONDITIONS

1. Interpretation

In this Agreement the following expressions have the following meanings:-

“Drive” includes being in control of the Vehicle, whether or not the Vehicle’s engine is running;

“Fee” means the amount of money, expressed in Australian dollars, including the fee for hire of the Vehicle, fuel, any damages caused including flat/damage tyres or lost key;

“Hire Period” means the period of the time between the delivery of the Vehicle to the Hirer’s possession on the date specified to the time of the delivery of the Vehicle to the Owner’s possession in the manner required by clause 5;

“Nominated Driver” the person specified on the Vehicle Hire Agreement form;

“Vehicle” means the motor vehicle described in the Vehicle Hire Agreement form and includes all accessories, tools, documents and spare tyres in or about the Vehicle at the commencement of the Hire Period.

2. Hire of Vehicle

The Owner agrees to hire the Vehicle to the Hirer and the Hirer agrees to take possession of the Vehicle for the Hire Period for the use and enjoyment of the Hirer in accordance with the terms of this Agreement. In consideration of the Owner so hiring the Vehicle, the Hirer agrees to pay the Owner the Fee.

3. Nominated Driver

(a) The Hirer nominates the person or persons specified in the Vehicle Hire Agreement form, as the driver or drivers of the Vehicle during the Hire Period. The Hirer agrees that no person other than the Nominated Driver or Drivers shall drive the Vehicle (except in case of emergency).

(b) The Hirer warrants that the Nominated Driver or Drivers:-

(i) has attained the age of 18 years;

(ii) possesses a current Australian State or Territory drivers licence (or an international drivers licence) for the class of vehicle hired.

4. Delivery of Vehicle

(a) Upon completion of all necessary documents, the Owner shall deliver the Vehicle to the Hirer on the requested date and the Hirer shall take possession of the Vehicle for the Hire Period.

(b) The Hirer acknowledges that the Vehicle is in good working order at the time of taking possession of the Vehicle.

5. Return of the Vehicle

(a) The Hirer shall return the Vehicle to the Owner THREE hours prior to scheduled departure or specified the time agreed by the Owner and the Hirer at the conclusion of the Hire Period at the address of the Owner.

(b) The Hirer shall either fill the vehicle up or pay to Cocos Autos for any fuel cost incurred.

- (c) If the Vehicle is not returned to the Owner at the conclusion of the Hire Period, then the Hirer agrees to pay, in addition to the Fee a further amount as deemed necessary by the Owner until the Vehicle is returned as required by this clause.
- (d) Notwithstanding clause 5(a), the Hirer shall return the Vehicle to the Owner upon request. The Owner shall not request the return of the Vehicle unless the Hirer has breached a term of this Agreement.
- (e) At the conclusion of the Hire Period the Hirer shall ensure that:-
 - (i) the Vehicle is reasonable clean, serviceable and in good working order (fair wear and tear accepted); the Hirer agrees to pay, in addition to the Fee a further amount for the Vehicle to be professionally cleaned if deemed necessary by the Owner.
 - (ii) no property of the Hirer is left in the Vehicle.
- (f) If the Hirer breaches any of the provisions of clauses 5(a), 5(b), 5(c),5(d) and/or 5(e), then the Owner shall be entitled to impose such further charges as it sees fit in order to remedy the default of the Hirer. The Owner shall be entitled to claim an amount from the Hirer representing loss of income from the Vehicle for any period that the Vehicle is not available for hire to other parties.

6. Use of Vehicle

The Hirer shall ensure that:-

- (a) the Vehicle is driven only by the Nominated Driver or Drivers (except in case of emergency);
- (b) the Vehicle is driven in a safe and diligent manner and that due care is exercised by all persons (whether passengers or the Nominated Driver or Drivers) at all times when in or about the Vehicle;
- (c) the Vehicle will not be driven on any beach or through any salt water (including roads under water at high tide);**
- (d) the Vehicle will not be used to launch boat into salt water;**
- (e) the Vehicle is driven in accordance with Cocos (Keeling) Islands road rules;
- (f) the Vehicle is not used to push any object;
- (g) the Vehicle must not exceed the towing capacity of the manufacturers requirements;
- (h) any dangerous substance must be transported in a safe manner;
- (i) the Vehicle is not used for any unlawful purpose;
- (j) the number of passengers in or about the Vehicle at any one time does not exceed the number of seatbelts with which the Vehicle is fitted for the use of passengers;
- (k) no security interest (whether legal or equitable) in the Vehicle is created in favour of any entity;
- (l) the Hirer does not part with possession of the Vehicle;
- (m) the Vehicle is not removed from the Island;
- (n) the Vehicle is not used for commercial purpose including the carriage of passengers or goods for payment of any kind;
- (o) the Vehicle is not damaged or altered in any way;
- (p) the Vehicle is not driven by any person who has a blood alcohol level in excess of 0.05% or who has consumed any other stupefying substance;
- (q) the Vehicle is not used when it is damaged or unsafe;

7. Liability of Hirer

- (a) The Vehicle shall be at the Hirer's risk at all times during the Hire Period and until the Vehicle is delivered to the Owner in accordance with clause 5.
- (b) The Hirer is responsible for any fine or penalty imposed as a result of an infringement of any road rule of Cocos (Keeling) Islands where that infringement occurred before the return of the Vehicle to the Owner in accordance with clause 5.
- (c) The Owner accepts no liability for any loss or damage whatsoever which may occur to the Hirer or any person as a result of the acts or omissions of its employees or agents in

the provision of any service or object (including the Vehicle) to the Hirer and in particular accepts no liability for the negligent acts or omissions of its employees or agents which may cause any loss or damage to the Hirer or any such person.

- (d) Notwithstanding the provisions of clause 5, the Hirer is responsible for any loss suffered by the Owner arising out of or incidental to this Agreement including loss of damage to the Vehicle or loss of income from the Vehicle as a result of the Hirer breaching any of the terms of this Agreement.
- (e) The Hirer shall pay all the charges, fees and expenses (including legal fees and collection costs) incurred by the Owner as a result of a breach by the Hirer of this Agreement immediately on demand. The Owner shall be entitled to interest at the rate of 12% per annum on any such amounts which are not paid by the Hirer on demand.

8. Accidents and Insurance

- (a) In the event that the Vehicle is involved in any accident which results in injury, loss or damage to any person, thing or Vehicle, the Hirer shall:-
 - (i) immediately report the accident to the Police and the Owner and complete an accident report as requested by the Owner;
 - (ii) be fully responsible for all costs incurred to repair Vehicle;
 - (iii) assist the Owner fully by providing all necessary statements, information or assistance as may reasonably be required; including the giving of testimony in Court concerning any claim or proceeding by a third party against the Hirer and/or the Owner.
 - (iv) Hirer shall be responsible for the first insurance excess for the amount of \$2,500.00 for damage, loss of property or vehicle.
- (b) The Owner shall on behalf of the Hirer insure the Hirer for third party insurance only.

9. Breakdowns

- (a) If the Vehicle is damaged or experiences any mechanical, electrical or other fault or breakdown then:-
 - (i) the Hirer shall not conduct any unauthorised repairs or work on the Vehicle;
 - (ii) the Hirer shall contact the Owner to inform of the location of the Vehicle and the nature of the damage or fault.
- (b) Any repairs or works which are authorised by the Owner and performed on the Vehicle which have occurred as a result of ordinary wear and tear on the Vehicle shall be at the Owners expense. All other repairs or works performed shall be at the Hirer's expense.

10. Payment Policy

- (a) 50% deposit is required two weeks prior to travel time either by Direct Deposit or Credit card payment.
- (b) The remaining amount can be paid at the conclusion of the hire period.

11. Cancellation Policy

- (a) If a booked vehicle is cancelled and Cocos Autos is notified of the cancellation:
 - (i) 0-7 Days No refund; 8-15 Days 50% refund; 16-30 days 70% refund and 31 days full refund.
- (b) Cocos Autos Car Hire and Mechanical Repairs is not liable for any extra cost caused by flights disruptions.

Cocos Autos – Vehicle Hire Agreement

ABN: 37 889 499 747

Office: Unit 12 Sydney Highway West Island Cocos (K) Islands WA 6799

Phone: (08) 9162 7661

Fax: (08) 9162 7662

Email: cocosautos@kampong.cc

Hirer/Nominated

Driver/Drivers: _____

Contact No and Email: _____

Residential Address: _____

Owner:

Cocos Autos Car Hire and Mechanical Repairs

Vehicle Type: _____

Hire Period: _____

Fee:

The sum of \$ _____ /day (hire) excludes fuel

****Please note that the above fee does not include the following:***

Punctured tyre - \$50.00 per tyre

Damaged tyre - \$250.00 per tyre (Rim not included)

Lost key - \$400.00 per ignition key

Driving on beach/through salt water/launch boat - \$3,500

Windscreen – from \$950.00

Return of Vehicle:

Cocos Autos, Sydney Highway (THREE HOURS PRIOR TO DEPARTURE TIME)

Damage to Vehicle:

The nominated driver is responsible for any damage to the vehicle and to indemnify Cocos Autos against any losses. The nominated driver agrees to pay the full cost of repairs, and the sum will be deducted from the credit card details as provided below, with full permission of the credit card holder. ***Please note we only accept Visa and Mastercard.***

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 Cocos Autos.

Name: _____

Signature: _____

Date: _____