

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

Between: **(Hirer)** _____ and **Cocos Autos**

TERMS AND CONDITIONS

1. Hire of Vehicle

Cocos Autos agrees to hire the Vehicle to the Hirer. The Hirer agrees to take possession of the Vehicle for the Hire Period and pay Cocos Autos a Fee.

2. Nominated Driver

- (a) The Hirer nominates a person specified in this Agreement as the driver of the Vehicle during the Hire Period.
- (b) The Hirer agrees that no person other than the Nominated Driver shall drive the Vehicle (except in case of emergency).
- (c) The Hirer warrants that the Nominated Driver:
 - (i) has attained the age of 18 years; and
 - (ii) possesses a current Australian State or Territory driver's licence (or an international driver's licence) for the class of vehicle hired.

3. Delivery of Vehicle

- (a) Upon completion of all necessary documents, Cocos Autos shall deliver the Vehicle to the Hirer on the requested date.
- (b) The Hirer acknowledges that the Vehicle is in good working order at the time of taking possession of the Vehicle.

4. Return of the Vehicle

At the conclusion of the Hire Period, the Hirer shall:

- (a) return the Vehicle to Cocos Autos THREE hours prior to scheduled departure or specified the time agreed by Cocos Autos and the Hirer.
- (b) fill the vehicle up or pay Cocos Autos for any fuel cost incurred.
- (c) ensure that:
 - (i) **the Vehicle is reasonable clean;** and
 - (ii) no property of the Hirer is left in the Vehicle.

5. Use of Vehicle

The Hirer shall ensure that the Vehicle:

- (a) is driven in a safe and diligent manner and that due care is exercised at all times; and
- (b) **will not be driven on any beach or through any salt water (including roads under water at high tide) or on unmaintained roads – up to \$5,000 damage charge applies;** and
- (c) **will not be used to launch boat into salt water – up to \$5,000 damage charge applies;** and
- (d) **Any fresh scratches and/or paint damage on Vehicle body panels caused by driving through branches and bushes will incur a Cut/Polish fee of \$500.00.**

6. 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 Cocos Autos and complete an accident report if requested;
 - (ii) be fully responsible for all costs incurred to repair the Vehicle;
 - (iii) be responsible for the first insurance excess of \$2,500.00 for damage, loss of property or vehicle.
- (b) Cocos Autos shall on behalf of the Hirer insure the Hirer for third party insurance ONLY.

7. Payment Policy

Fully payment is required two weeks prior to travel time either by Direct Deposit or Credit card payment.

8. Refund 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 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

Email: admin@cocosautos.cc

Hirer/Nominated Driver _____

Contact No. and Email: _____

Residential Address: _____

Accommodation on Cocos: _____

Vehicle Type: _____

Hire Period: _____

Fee: \$ _____ /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/unmaintained roads – up to \$5,000.00

Windscreen – from \$950.00

Cut/Polish Fee - \$500.00

Return of Vehicle: **Cocos Autos, Sydney Highway (Three Hours before 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: _____