

## Rental Agreement

### Shahab Solutions Pty Ltd.

Phone: (+61) 404 711 399  
7 Guy Place,  
Rooty Hill, NSW, 2766

Fleet Insured by Lumley Insurance  
Policy/Certificate No. SYMO-0209-8032

**IMPORTANT NOTICE:** Shahab Solutions Pty Ltd  
A.B.N: 31 163613 803  
This Rental Agreement forms part of the terms and conditions of rental between Shahab Solutions Pty Ltd (as defined in the Rental Agreement) and the renter named on this Agreement.

Note: This form can be printed or Hand filled

#### Renter/Hirer Information

Family Name:  
Given Name:  
Address:

Phone:  
Date of Birth:

Local Contact:  
Local Contact Number:

#### Location Information

Address: 7 Guy Place, Rooty Hill, NSW 2766

Due Out:

Due In:

Time In:

Vehicle Condition:

To be filled at time of pick up

Additional Comments:

Accepts / Declines      Initials \_\_\_\_\_  
Vehicle Condition

#### You / Authorised Driver:

License No:  
Expiry:  
DOB:

#### Additional Authorised Driver:

License No:  
Expiry:  
DOB:

#### Vehicle Information

Vehicle Rego:

Description: Hyundai iMax 2011

Fuel Type: V95 or Higher

Fuel Level Out: Full

Odometer In:      Km

Odometer Out:

Total KM's driven:

#### Acceptance of Loss / Damage Liability.

In the event of any loss, damage or liability

(a) You agree to pay the Loss/Damage Excess as below  
Basic Excess = \$1500  
Young Driver Excess = \$1750 (21-24 years)  
NO drivers allowed less than 21 years.

(b) Young Driver Excess is additional to Basic Excess.

(c) If you are in breach of the Rental Agreement terms and conditions, you agree to pay for any loss, damage, or liability in full.

You acknowledge you are responsible for the Vehicle until Shahab Solutions Pty Ltd accepts custody.

You acknowledge to pay 55\$ or any fee applicable if the vehicle requires professional cleaning.

Accepts / Declines Excess      Initials \_\_\_\_\_

Note: Payment of the Excess does not resolve you of your liabilities under the T & C's of this Rental Agreement contract.

#### CHARGES –

Charges	\$ 400 AUD
Unlimited Km's	Km's
Fuel Service	\$3.00 / Litre unless returned full
Deposit	\$
Admin. Fee	\$
GST 10%	\$
Net Total	\$

Charges are subject to a full inspection of the vehicle by a Your Shahab Solutions Pty Ltd Representative.

Date Printed:

#### AGREEMENT TO HIRE RENTAL VEHICLE - Part A

You acknowledge that You have received and understood the terms and conditions of Part A & B of the Rental Agreement. You authorise Shahab Solutions Pty Ltd to charge all unpaid monies due to the credit card provided on the Rental Agreement or any other credit card or cheque account provided to settle any charges and obligations payable on this Rental Agreement.

If You return the Vehicle more than 60 minutes after the Time Due In an additional day will be payable

Driver / Renter: X \_\_\_\_\_ Additional Authorised Driver: X \_\_\_\_\_

## INTERPRETING YOUR RENTAL AGREEMENT - Part B

The Rental Agreement ("Rental Agreement") between Shahab Solutions and You is made on the date shown on the Rental Document You have signed in respect of the Vehicle ("Rental Document"), and is made up of that Rental Document and these Terms and Conditions. In these Terms and Conditions:

"Australian Consumer Law" means the Australian Consumer Law set out in Schedule 2 of the Competition and Consumer Act 2010 (cth) as amended or replaced from time to time.

"Authorised Driver / Joint Renter" means:

an additional driver who is noted on the Rental Agreement as an Authorised Driver or Joint Renter.

"Shahab Solutions" means Shahab Solutions Pty Ltd ABN 31 163613 803

"Rental Period" means the period commencing on the date shown on the Rental Document and ending on the date that You return the Vehicle to Shahab Solutions;

"Substitute Vehicle Insurance" means a policy of motor vehicle insurance held by You or an Authorised Driver which covers You or the Authorised Driver while You or the Authorised Driver use the Vehicle as a substitute for the vehicle insured under that policy;

"Vehicle" means the vehicle described on the Rental Document (or any substitute vehicle), and includes its parts, components, accessories and contents supplied by Shahab Solutions;

"You" or "Your" refers to the person(s) with whom the Rental Agreement is made.

"Your Consumer Rights" means Your rights as a consumer under applicable consumer protection legislation, including the Australian Consumer Law, which cannot be excluded, restricted or modified by this Rental Agreement.

### 1. DRIVER

1.1 You agree, acknowledge and warrant that:

- (a) only You or an Authorised Driver will drive the Vehicle; and
- (b) You and any Authorised Driver are currently licensed to drive the Vehicle and have been so licenced to drive for a period of 12 months or longer (excluding any time under a learner's permit or a provisional licence); and
- (c) You and the Authorised Driver are not under 21 years age; and
- (d) You and the Authorised Driver have not had Your driver's licence cancelled, endorsed or suspended within the last three years.

### 2. WHERE YOU CAN AND CANNOT DRIVE THE VEHICLE

2.1 You and any Authorised Driver must only use the Vehicle on a road, which is properly formed and constructed as a sealed, metalled or graded gravel road.

2.2 You and any Authorised Driver must not, unless authorised in writing by Shahab Solutions, drive or take the Vehicle:

- (a) to Kangaroo Island, Fraser Island, Stradbroke Islands or Moreton Island;
- (b) into or out of the Northern Territory, Tasmania or to any points in Western Australia north of Carnarvon;
- (c) in Queensland:
  - (1) beyond Chillagoe in a westerly direction;
  - (2) beyond Normanton in a southerly direction;
  - (3) if the Vehicle is a passenger vehicle or truck, beyond Cape Tribulation or Laura in a northerly direction;
  - (4) if the Vehicle has four wheel drive, beyond Cooktown or Laura in a northerly direction;
- (d) above the snow line in Tasmania, New South Wales and Victoria (being Jindabyne in New South Wales and Bright in Victoria) from the beginning of June until the end of September;
- (e) in the Northern Territory and Western Australia, outside any city limits between dusk and dawn; or
- (f) on beaches or through streams, rivers, creeks, dams or floodwaters.

### 3. USE OF THE VEHICLE

3.1 You and any Authorised Driver must:

- (a) not allow the Vehicle to be used for any illegal purpose, race, contest or performance test of any kind;
- (b) not allow the Vehicle to be used to tow or push anything;
- (c) not carry more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle, or carry a greater load than that for which it was built;
- (d) not be under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit in the State or Territory in which the Vehicle is driven;
- (e) not allow the Vehicle to be used to carry passengers for payment or reward of any kind;
- (f) not use the Vehicle when it is damaged or unsafe;
- (g) not use the Vehicle to transport goods, except in compliance with all necessary approvals, permits, licences and government requirements (to be obtained at Your cost) and in accordance with the Vehicle manufacturer's and Shahab Solutions's recommendations;
- (h) not use the Vehicle for the conveyance or towing of any load which is incorrectly loaded or secured or is in excess of that for which the Vehicle was constructed;
- (i) not, without Shahab Solutions's prior written consent, use the Vehicle to carry any inflammable substance which has a flash point under 22.8°C or any other explosive or corrosive substances; and
- (j) not use the Vehicle in contravention of any law.

3.2 You must pay for any unauthorised repairs to the Vehicle and for all parking and traffic infringements in respect of the Vehicle during the Rental Period.

3.3 You and any Authorised Driver must not carry any animal or pet in the Vehicle.

3.4 You and any Authorised Driver must not drive the Vehicle if Shahab Solutions has so directed You and any Authorised Driver.

3.5 You and any Authorised Driver or any passenger must not smoke in the Vehicle.

#### 4. MAINTENANCE, SECURITY AND SAFETY

4.1 You and any Authorised Driver must:

- (a) maintain all of the Vehicle's engine oils and engine coolant levels to the manufacturer's specifications, as set out in the Vehicle's operations manual located in the glove box or otherwise as required to maintain the Vehicle's efficient performance;
- (b) keep the Vehicle locked and the keys under Your or the Authorised Driver's personal control at all times; and
- (c) comply with any applicable seat belt and child restraint laws.

4.2 You must not service the Vehicle or have repairs to the Vehicle carried out unless Shahab Solutions authorises You to do so. Shahab Solutions requires verification of the cost of repairs for audit and GST purposes. You should obtain an original tax invoice/receipt to assist Shahab Solutions. Shahab Solutions 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 Shahab Solutions cannot verify the cost of repairs, Shahab Solutions will not reimburse You.

4.3 You and Shahab Solutions acknowledge that the Vehicle is generally in an undamaged condition except as otherwise stated on the Rental Document.

#### 5. LOSS DAMAGE WAIVER, DAMAGE AND LOSS OF PROPERTY

5.1 Subject to this clause 5, and to the fullest extent permitted by applicable law, You are 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 an Authorised Driver; or
  - (ii) which arises from the use of the Vehicle by You or an Authorised Driver.

This clause 5 does not apply to any damage or loss for which Shahab Solutions is liable to You under this Rental Agreement.

Remember that references to the "Vehicle" include all of its parts, components, accessories and contents (see the definition of "Vehicle" in clause 1).

5.2 Subject to clause 5.3, if:

- (a) You accept the Loss Damage Waiver option on the Rental Document at the commencement of the Rental Period; and
- (b) where applicable, You pay the excess shown on the Rental Document for each separate event involving damage to or loss of, the Vehicle or for each separate event involving damage to the property of any third party which is caused by or arises from the use of the Vehicle by You or an Authorised Driver, Shahab Solutions:
- (c) waives Your liability under clause 5.1 for damage to the Vehicle or loss of the Vehicle;
- (d) provided that You and any Authorised Driver are entitled to be indemnified under a policy of motor vehicle insurance provided by a registered insurer for Your and an Authorised Driver's legal liability to a third party for damage to the property of that third party which is caused by the use of the Vehicle by You or an Authorised Driver.

5.3 You must always pay, and clause 5.2 does not cover:

- (a) the excess shown on the Rental Document if there is damage to or loss of the Vehicle or if there is damage to the property of any third party;
- (b) the cost of rectifying any tyre damage not attributable to normal wear and tear;
- (c) the cost of repairing any damage caused deliberately or recklessly by:
  - (i) You;
  - (ii) any other driver of the Vehicle; or
  - (iii) any passenger carried during the Rental Period;
- (d) the cost of repairing any damage to the Vehicle or to third party property caused by You or an Authorised Driver using, or permitting the Vehicle to be used, in any area prohibited by the Rental Agreement;
- (e) the cost of repairing overhead or roof damage caused by, but not limited to, contact between the Vehicle and objects overhanging or obstructing the path of the Vehicle; or
- (f) the cost of repairing any water damage to the Vehicle or any underbody damage, and any resulting damage from that underbody damage, to the Vehicle.
- (g) under any circumstances where the Vehicle has been refuelled with fuel other than that recommended by the Vehicle manufacturer.
- (h) under any circumstances where the Vehicle and its keys are unsecured.

5.4 For the purposes of this clause 5, You must pay for any damage or repair that may be reasonably determined by Shahab Solutions the amount which includes:

- (a) the cost of repairs to the Vehicle or the market value of the Vehicle at the time of the loss or damage, whichever is the lesser;
- (b) appraisal fees;
- (c) towing, storage and recovery costs;
- (d) a reasonable administrative fee reflecting the cost of making arrangements for repairs and towing and other administrative activities; and
- (e) a per day loss of use fee based on the estimated downtime of the Vehicle. If the amount determined by Shahab Solutions and paid by You under this clause 5.4 exceeds the final cost of the damage or repair, Shahab Solutions will refund the difference to You.

#### 6. RETURN OF VEHICLE

6.1 You must return the Vehicle to Shahab Solutions:

- (a) to the place, on the date and by the time shown on the Rental Document (or sooner if required under clause 6.4);
- (b) in the same condition as it was at the commencement of the Rental Period, fair wear and tear excepted;
- (c) with a full tank of fuel (or otherwise pay to Shahab Solutions the cost to refuel the Vehicle).

6.2 You must return the Vehicle to a Shahab Solutions location during our normal business hours. If You return the vehicle later than the time shown on the rental document, You must pay all additional rental charges.

6.3 If:

- (a) You return the Vehicle on a date, or at a time, or to a place other than that shown on the Rental Document; or
- (b) any special conditions set out in the "Rates" section on the Rental Document are breached, the rates shown on the Rental Document will not apply and You must pay the Shahab Solutions standard rate for the Vehicle for the Rental Period.

6.4 Shahab Solutions may request the immediate return of the Vehicle, or Shahab Solutions may re-take the Vehicle without notice, if Shahab Solutions reasonably suspects that:

- (a) You have breached a term or condition of the Rental Agreement;
- (b) damage to the Vehicle, or injury to persons or property is likely to occur; or

- (c) the Vehicle will be involved in an industrial dispute; or
- (d) the Vehicle may be used for an unlawful purpose;

You must also pay Shahab Solutions any cost it incurs as well as all costs and charges under the Rental Agreement for the period up to return/repossession of the Vehicle.

6.5 Shahab Solutions reserves the right to refuse hire of another vehicle to You following any incident or accident or where You have breached a condition of this Rental Agreement.

6.6 The rental vehicle must be returned cleaned inside and out.

6.7 No smoking is allowed inside the vehicle and if smoke odour removal by specialist required due to breach of contract all additional charges would have to be paid by the renter.

## 7. CLAIMS AND PROCEEDINGS

7.1 Where the use of the Vehicle by You, an Authorised Driver, or any other person results in an accident or claim, or where damage or loss is sustained to the Vehicle or any third party property, You and/or any Authorised Driver must:

- (a) promptly report such incident in writing to Shahab Solutions;
- (b) not, without Shahab Solutions's written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability;
- (c) permit Shahab Solutions or its insurer at its own cost to bring, defend, enforce or settle any legal proceedings against a third party in Your name;
- (d) permit or ensure that Shahab Solutions may claim in Your name or that of the Authorised Driver under any applicable Substitute Vehicle Insurance, and assist, and cause the Authorised Driver to assist, Shahab Solutions in making such a claim, including assigning any right to claim under any Substitute Vehicle Insurance to Shahab Solutions;
- (e) complete and furnish to Shahab Solutions within a reasonable time any statement, information or assistance which Shahab Solutions or its insurer may reasonably require, including attending at a lawyer's office and at Court to give evidence.

## 8. PAYMENT

8.1 At the end of the Rental Period, You must pay Shahab Solutions on demand:

- (a) all charges specified on the Rental Document and all charges payable under the Rental Agreement;
- (b) any amount paid or payable by Shahab Solutions or You to any person arising out of Your use of the Vehicle or imposed on You or Shahab Solutions by any governmental or other competent authority (such as speeding, parking and traffic fines and toll charges); and
- (c) any amount for which You are liable to Shahab Solutions under the Rental Agreement, in respect of a breach of the Rental Agreement or otherwise.

8.2 The minimum charge You must pay for the rental of the Vehicle is an amount equivalent to:

- (a) one day's rental at the "daily rate" shown on the Rental Document (subject to clause 6.4); plus
- (b) the amount payable for the number of kilometres driven during the Rental Period.

8.3 Distance charges are measured from the Vehicle's odometer.

8.4 You authorise Shahab Solutions to charge all moneys payable to Shahab Solutions under the Rental Agreement to Your credit card or charge account.

8.5 Shahab Solutions will pay any refund due to You by such method as Shahab Solutions may reasonably choose.

## 9. LIABILITY OF SHAHAB SOLUTIONS

9.1 Unless it is negligent, Shahab Solutions is not liable to any person, and You indemnify Shahab Solutions, for any loss of, or damage to, any property:

- (a) stolen from the Vehicle or otherwise lost during the rental; or
- (b) left in the Vehicle after its return to Shahab Solutions.

9.2 Neither clause 9.1 nor any other provision of the Rental Agreement is intended to exclude, restrict or modify any non-excludable terms implied by or rights which You may have under the Trade Practices Act 1974 (Cth) ("the TPA") or any other State or Territory legislation to the same effect.

9.3 If Your Rental Agreement is a contract for the supply of "recreational services" as defined by section 68B of the TPA or any comparable legislation, Shahab Solutions has no liability to You or an Authorised Driver for death or personal injury arising in connection with any breach by Shahab Solutions of any term implied by section 74 of the TPA or any comparable legislation.

## 10. TERMINATION

10.1 Either party may terminate the Rental Agreement at any time if the other party commits a material breach of the Rental Agreement.

10.2 You may terminate the Rental Agreement at any time for any other reason.

10.3 If the Rental Agreement is terminated early for any reason other than a breach by Shahab Solutions, You agree to pay rental charges that reflect the actual duration of the rental. Such charges may be higher than those that apply for a longer rental period.

## 11. MISCELLANEOUS

11.1 The Rental Agreement contains the whole agreement between the parties.

11.2 Any waiver by a party of any one breach or default by the other party will not constitute a waiver of any other breach or default.

11.3 The agreement is governed by the law of the State or Territory of the Rental location. The parties submit to the non-exclusive jurisdiction of the courts of that State or Territory and any courts which may hear appeals from those courts in respect of any proceedings in connection with this agreement. The parties will not object to the exercise of jurisdiction by those courts on any basis.

## 12. PRESUMPTIONS AND INTERPRETATION

12.1 Unless the context otherwise requires:

- (a) Any gender denotes the other genders; and
- (b) A person includes an individual, a body corporate and a government body.

12.2 Unless the context otherwise requires, a reference to:

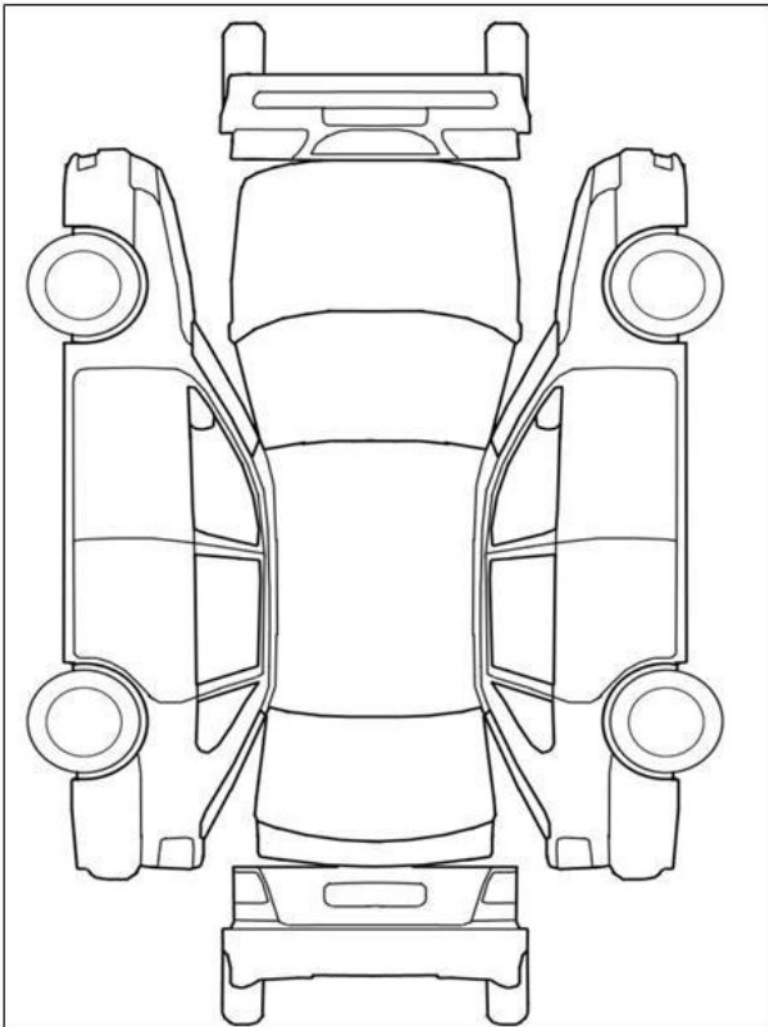
(a) Any legislation includes any regulation or instrument made under it and where amended, re-enacted or replaced means that amended, re-enacted or replaced legislation;

(b) Any other agreement or instrument, where amended or replaced, means that agreement or instrument as amended or replaced.



# Vehicle Inspection Form

Inspect vehicle with customer. Point out and mark on diagram any current damage or issues.



Legend	
SH	Swirls/Holograms
WS	Water Spots
OX	Oxidation
CF	Clearcoat Failure
DS	Deep Scratch
BD	Bird Dropping
RP	Rough Paint
UD	Unknown Defect
PT	Paint Transfer
PC	Pant Chip
GS	Glass Scratch
GC	Glass Chip
DD	Dents/Dings
SS	Side Swipe
CR	Curb Rash
WD	Wheel Damage
GC	Gouges/Crease
LM	Loose Molding