

ESTATE OFFICE

SHORT TERM VEHICLE HIRE AGREEMENT

HIRE AGREEMENT - CONDITIONS

This is an Agreement between the Hirer and Estate Office to hire the vehicle described in the booking schedule, including all equipment and accessories.

Should the vehicle booked in the booking schedule be unavailable at the time of hire, a suitable alternative will be provided.

Vehicles should be booked in advance using the Estate Office on line booking system.

Hirers must hold a valid driver's licence as per the Vehicle Policy.

A valid charge code is required.

Use of a university vehicle constitutes acceptance of the terms and conditions of hire.

Home garaging is permitted if the departure time is prior to 8am the next working day or after 5pm.

University fleet vehicles may not be used for private purposes.

1 VEHICLE CONDITION AND RETURN

- 1.1 The Hirer acknowledges the vehicle is collected in good operating condition.
- 1.2 The Hirer agrees to return the vehicle in the same condition including all equipment, tyres and accessories (Ordinary wear and tear is accepted)
- 1.3 Estate Office may take possession of the vehicle at the Hirers expense if the vehicle is illegally parked, used in violation of the law, is apparently abandoned or if there has been a breach of any terms or conditions of this Agreement.
- 1.4 Estate Office must be notified and agree to any extension of the period of hire beyond that stated in the booking schedule.

2 PERSONS WHO MUST NOT DRIVE THE VEHICLE

- 2.1 A person who does not hold a valid licence pertaining to the hired class of vehicle;
- 2.2 A person whose blood alcohol concentration exceeds the lawful limit;
- 2.3 A person who is under the influence of a drug;
- 2.4 A person who uses or intends to use the vehicle for an illegal purpose.
- 2.5 A person who uses or intends to use a 4WD vehicle without holding a recognised 4WD course certificate.
- 2.6 A person who holds a Red P1 drivers licence.

3 THE VEHICLE MUST NOT BE USED

- 3.1 On any unsealed roads or off-road conditions unless authorised in writing;
- 3.2 In a dangerous manner;
- 3.3 In contravention of any law or road rule;
- 3.4 For the carriage of any persons for hire;
- 3.5 For the carriage of flammable, explosive or corrosive materials;
- 3.6 For towing any vehicle, trailer, boat or other object unless authorised in writing;

- 3.7 For the carriage of any greater load and/or persons other than for which the vehicle was designed and constructed.

4 OBLIGATIONS OF THE HIRER OR AUTHORISED DRIVER

- 4.1 The Hirer agrees not to part with possession, dispose of, encumber or assign any right or interest in the vehicle;
- 4.2 The Hirer agrees to promptly report any incident involving loss or damage to the vehicle to Estate Office, the police and any other proper authority.
- 4.3 The Hirer agrees not to admit liability for any claim, loss or demand.
- 4.4 The Hirer agrees not to refuse or fail to take any blood analysis or breath test requested by the police.

5 COSTS

- 5.1 Costs relating to third party property or vehicle damage are not included in the hire rates.
- 5.2 Insurance excess costs, based on the vehicle type and the age of the driver, will be on charged to hiring department.
- 5.3 The Hirer is responsible for, and authorisation is given to Estate Office to debit the charge code provided with the following charges:
- The hire charges specified;
 - Parking and/or any other traffic violations incurred during the period of hire;
 - Loss or damage to the attributable to:
 - Breach of any term or condition of the Agreement;
 - A single vehicle incident;
 - The vehicle being left unlocked or the keys left in the vehicle;
 - Loss of the keys to the vehicle;
 - Water; under body; interior; exterior; tyre or windscreen damage;
 - Damaged caused by loading or unloading - normal wear and tear excluded
 - Failure to maintain fuel levels of the Vehicle;
 - Failure to properly secure any load or equipment;
 - Excess cleaning requirements.

6 GENERAL PROVISIONS

- 6.1 Estate Office offers no warranty in relation to the motor vehicle.
- 6.2 Estate Office is not responsible for loss or damage to the Hirers personal property including property left in the vehicle;
- 6.3 No right of Estate Office under this Agreement can be waived except by writing of an authorised officer of Estate Office.

I HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF HIRE.

HIRE OF A VEHICLE FROM ESTATE OFFICE CONSTITUTES ACCEPTANCE OF THE CONDITIONS OF THE HIRE AGREEMENT.