



VEHICLE LOAN AGREEMENT

Section A (to be completed by the customer)

I, *(the customer)* of

Address:

Suburb: P/C:

Telephone: Mob:

Email:

Have on this day, Time:

Received from:

A vehicle as described below:

Make: Model:

Registration Number:

Nature of Agreement: **LOAN**

For use in accordance with the terms and conditions (on reverse) while my vehicle is being repaired.

I hereby take full responsibility for this vehicle in accordance with the TERMS AND CONDITIONS (overleaf) and Schedule B (ADDITIONAL CONDITIONS). I have read and understand these conditions and have a received a copy of these prior to taking delivery of the vehicle. In the event of damage occurring during the time I have custody or control of the vehicle I authorise the Owner or their servants or agents to charge me for any insurance excess where damage occurs and charges in accordance with special conditions after they have been recorded.

I further authorise the owner to debit my credit card if so requested in advance for the excess amount and photocopy my Driver's License prior to delivery.

Excess Amount \$ Payable in **Advance/Arrears** *(Please circle)*

This agreement is subject to the following security for Loan on vehicles:

\$

Period of Loan: (from to)

Name (printed):

Signed Dated:

Witnessed by (name):

Witness Signature Dated:

Time Out: Customer Initial:

Photocopy of FRONT of Driver's Licence

Photocopy of BACK of Driver's Licence

Schedule B (Additional conditions)

Initial

1. Smoking is not permitted in the vehicle
2. Animals are not permitted in the vehicle
3. The vehicle is to be returned in the same condition as it was when loaned
4. The vehicle must be parked and stored securely
5. The vehicle must only be refueled using (fuel type):
6. Lost or Damaged Key charge \$
7. Cleaning charge \$
8. Other (please specify):

Section B (to be completed by the Owner or Owner representative)

I, of

Repairer name

In the position (title)

hereby undertake that the vehicle in accordance with this agreement as described above are:

- Suitably registered for the purpose of the loan
- Insured for Third Party Property Damage
- In a roadworthy condition
- Mechanically sound and suitable for normal operation
- 'Fit for purpose'(in accordance with clause 7)

I, the owner, agree to reimburse the customer where such insurance excess is successfully recovered from any third party following a claim.

Name (Printed):

Time Returned: Customer Initial:

Signed Dated:

1. DEFINITIONS

In this Agreement the following expressions shall have the following meanings: "the owner" means THE OWNER (named overleaf) its licensees, agents, and representatives;

- a. "I", "They" or "The customer" includes any person who signs this Agreement as the 'loan' or 'borrower' and any person whose agent signs this Agreement;
- b. "the vehicle" means the vehicle described overleaf or any other replacement vehicle provided to the customer by the owner;
- c. "The period of loan" means the period commencing from the start date and ending either when the vehicle is returned as specified (whether by the customer or not) or when the owner receives reasonable notice of the end of the agreement subject to any claim.
- d. "damage" includes loss of and damage to the vehicle, its tyres, tools keys, and accessories and any reasonable costs incurred by the owner in connection with the loss or damage;
- e. "the excess" means the amount referred to as "excess in this agreement";
- f. "the insurance" means the policy of insurance arranged by the owner for the purpose of Clause 5 for claims covering damage to property other than the vehicle or property owned or in the physical or legal custody or control of any member of their family;
- g. "Person" includes corporation. Where the customer is more than one person, liability shall be joint and several.
- h. "Fit for purpose" means that by taking the vehicle the customer acknowledges that it is in good order and condition and is suitable for the purpose, use or operation required by the customer and that there has been no reliance or advice or representations made by the owner.

2. RESPONSIBILITY

The customer accepts full responsibility for any repairs for any other damage sustained during their possession or use of the vehicle where such damage is not covered by the owner's insurance.

3. LAWS

The customer agrees to pay for any fines and accept full responsibility for any other offences of the *Road Traffic Act 1961* (SA) or other legislation or Council By-Laws, Regulations, etc. which have been incurred during the period of the loan.

4. INSPECTION

I have inspected the vehicle for any damage prior to commencement of this agreement and reported any obvious damage outside normal wear and tear.

As such any damage found to be obvious on return of the vehicle if not noted on the inspection form shall not be the owner's responsibility.

- a. I will be liable for any damage in accordance with clause 2.
- b. I will return the vehicle with no less fuel than indicated by the vehicle inspection form otherwise be charged at a rate of 1.4 times the daily average price per litre of the applicable fuel as referenced on motormouth.com.au on the day of return.

5. CLAIMS

In the event of damage to the vehicle or damage arising out of the customer's use or possession of the vehicle not otherwise covered by the owner's insurance then -

- a. If the customer has not breached this Agreement they shall pay the excess to the owner. Upon such payment they shall be under no further liability to the owner for damage to the vehicle and the owner shall be entitled to claim on the insurance. If the total amount of the damage to the vehicle and the damage to the third party property arising out of its use is less than the excess then the owner shall refund the difference.
- b. If the customer has breached this Agreement they shall not be entitled to claim on the insurance and shall be liable to the owner for all damage to the vehicle and to third party property however caused.
- c. In the event that the insurance policy cover for the vehicle is denied or does not extend to damage suffered during the customer's period of possession, then in accordance with clause 2 the customer will pay for all damage caused to the vehicle by fault or negligence.
- d. If, in the event of an incident or accident the vehicle is not covered by insurance for damage sustained as a result of undue care, theft or accident or incident as a result of an investigation by the owner or as directed by an insurance company the customer agrees to pay cost of damage (as described in conditions 2 and 3 and 5 (b) above) which occurs during period of the agreement to loan this vehicle.
- e. In the event that damage is not covered or not fully covered under the insurance the customer agrees to indemnify the owner against all claims by any party for damage suffered as a result of any incident involving the vehicle, whether as a result of the owner's negligence or however caused.

6. SURRENDER OF VEHICLE OR PROPERTY

- a. During the time that the vehicle is in the possession of the customer, the customer agrees to surrender their own vehicle or property to the owner and, unless specifically stated prior to Loan or Loan, declares that the customer has legal title to the vehicle or property.
- b. Where repayment of any damage has not been settled to the satisfaction of the owner prior to customer collecting their own vehicle, the customer authorises the owner to exercise a lien or security over the customer's vehicle or property until payment for the damage is agreed. The customer further authorises the owner to sell the customer's vehicle or property by public auction to recover the debt in accordance with the lien.

7. FIT FOR PURPOSE

The customer acknowledges that the purpose of the vehicle is for on road use and travel. The customer acknowledges that they have inspected the vehicle prior to entering this agreement and that the vehicle is fit for purpose.

8. WARRANTIES AND REPRESENTATIONS

The customer warrants that:

- a. They are over the age of 18 years; holds a current valid licence for the type of vehicle being used in the place where the agreement is signed. In the event that the vehicle is driven by anyone else, the customer accepts full responsibility for any damage to the vehicle.
- b. The customer warrants that personal details provided are correct and acknowledges that the owner relies on the truth of these representations and gives permission to the owner to be contacted in relation to the loan.

Nothing in this clause limits or varies any liability which may arise under any relevant State or Federal laws, including the Competition and Consumer Act 2010 except to the extent that liability may be limited or varied.

9. SPECIAL CONDITIONS

Subject to any written extension of this agreement, the customer is entitled to use and hold the vehicle for the time period, at the end of which period or extension, the customer agrees to return the vehicle during the hours the owner is open for business. The customer further agrees:

- a. That no person other than the customer is authorised to drive the vehicle without the written consent of the owner.
- b. To report immediately to the owner any damage to the vehicle or any accident involving the vehicle, to complete forthwith after any such damage or accident (or as soon thereafter as is reasonable in the circumstances) the owner's Accident Report form and to comply with all requests of the owner to provide assistance in any investigation relating to such damage or accident.
- c. To drive and maintain the vehicle in a cautious and prudent manner; and to return the vehicle in a clean and roadworthy condition.
- d. Not to use the vehicle for any illegal purpose or in any race or speed test or in contravention of any law concerning the use of vehicle, or when the vehicle is in anyway damaged or unsafe.
- e. Not to drive the vehicle in excess of the legal limit the influence of blood alcohol level as indicated by analysis of the driver's breath or blood in excess of that permitted by the law applicable to the place in which the vehicle is driven.
- f. Not to use the vehicle to carry volatile liquids, gases, explosives, corrosive or inflammable materials.
- g. Where the vehicle is used in accordance with this agreement, it shall not be used for any other purpose in excess of that for which the vehicle was designed or constructed. Such prohibited uses include off road use, use on unsealed roads, racing or exceeding speed limits and to use the vehicle on properly constructed roads only.
- h. To pay any fines for offences committed by the customer or his/her agent and to pay all charges imposed by any law or government body in accordance with clause 3, and to reimburse the owner for any fines paid or any costs incurred by the owner arising out of the customer's possession of the vehicle.
- i. To reimburse the owner for any loss (including legal costs) incurred relating to a breach of the customer's obligations and to indemnify the owner against any liability arising out of a breach of the customer's obligations.
- j. To pay to the owner interest at the rate of percent per calendar month or part thereof on any outstanding amount due to the owner after 30 days under this agreement.
- k. To pay the repairers reasonable expenses in accordance with schedule B (7) in relation to cleaning the vehicle following my return if not returned in the same clean condition it was provided.

10. IMMEDIATE RETURNS

In the event that the customer breaches this agreement, the owner may demand the immediate return of the vehicle. The customer agrees to return the vehicle in accordance with any such demand.