



# Kooweerup Regional Health Service

## Vehicle Rental Agreement: Agreement Details

### **Parties**

The organisation whose details are set out below (**the Health Service**)

**Name of Health Service**

Koo Wee Rup Regional Health Service

**Address:**

215-235 Rossiter Road,  
Kooweerup VIC 3981

**Contact Details:**

Name of Person:

.....

Phone ..... Fax ..... Email .....

The Driver whose details are set out below (**the Driver**)

**Name of Driver:**

.....

**Address:**

.....

.....

Phone: ..... Fax: ..... Email: .....

**Driver Licence details:**

Licence No: .....

Licence expiry: .....

Licence type: .....

<b>DETAILS OF VEHICLE</b>	
<p><b>Description of Vehicle:</b></p>	
<b>Rental Period:</b>	
<p><b>Rental Fee:</b></p> <p>For all rental periods a Bond of \$200 is required.</p> <p>A Daily fee of \$100 will apply for each period. A period commences at 12 midnight.</p> <p><b>Cleaning Fee:</b> (if not returned in clean condition as determined by KRHS)</p> <p>The bus must be returned clean and without further requirements of cleaning by KRHS. Vehicles returned uncleaned will be cleaned at the cost of the driver at a rate equivalent to full \$100/hr or part thereof (1 hr minimum).</p> <p><b>Petrol:</b></p> <p>The bus must be returned with a full tank of fuel.</p> <p>If KRHS is required to fill the tank after use the driver will be charged for full fuel costs with an additional fee of \$50.</p> <p>How Rental Fee is to be paid: Cash/Credit card</p>	
<b>THE DRIVER AGREES TO RENT THE VEHICLE FROM THE HEALTH SERVICE FOR THE RENTAL PERIOD ON THE TERMS AND CONDITIONS SET OUT BELOW</b>	
<p>Signed by the HEALTH SERVICE:</p> <p>.....</p> <p>Koo Wee Rup Regional Health Service</p> <p>Date: .....</p>	<p>Signed by the DRIVER:</p> <p>.....</p> <p>Date: .....</p>

## ***Conditions of Vehicle Rental***

### **1. Introduction**

1.1 All terms which are capitalised in these conditions refer to the corresponding terms in the attached Agreement Details.

1.2 Unless expressly stated otherwise, the terms and conditions in this document apply from the time the

Driver takes possession of the Vehicle until the Driver returns the Vehicle to the Health Service or its nominee.

(b) the Driver holds a current licence (not being a learner's licence or provisional licence) to drive the Vehicle and has been licensed to drive vehicles of the same category as the Vehicle for at least 12 consecutive months; and

(c) the Driver has not at any time been convicted of an offence in any jurisdiction in relation to driving a motor vehicle whilst under the influence of alcohol or any illegal drug of dependence.

### **2. Ownership of the Vehicle**

2.1 The Health Service retains full title to the Vehicle notwithstanding:

(a) the delivery of the Vehicle to the Driver;

(b) the possession and use of the Vehicle by the Driver,

subject only to the rights of the Driver as a mere bailee of the Vehicle with a right only to use them in accordance with, and under, this Agreement.

3.3 The Driver agrees that he/she will:

(a) comply in all respects with all applicable laws, regulations, requirements and rules reasonably necessary for the lawful operation of the Vehicle;

(b) only use the Vehicle on a road which is properly formed and constructed as a sealed, metalled or gravel road;

(c) not use, or allow the Vehicle to be used, for any illegal purpose, race, contest or performance test of any kind;

(d) not use, or allow the Vehicle to be used, without the prior consent of the Health Service, to tow any other vehicle;

(e) not carry, or allow the Vehicle to carry, more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle;

### **3. Use of Vehicle**

3.1 In consideration of the payment of the Rental Fee, the Health Service agrees to allow the Driver to drive the Vehicle during the Rental Period on the terms and conditions set out in this document.

3.2 The Driver agrees and acknowledges that:

(a) only the Driver will drive the Vehicle; and

4. Payment

- 4.1 Rent: The Driver must pay the Rental Fee at the times and in the manner set out in the Agreement Details without demand by the Health Service and without any abatement, deduction or right of set-off.
- 4.2 Duties, taxes, fines, etc.: The Driver must pay any and all tolls, rates, road taxes and other taxes, towing charges, permit, licence and other fees, outgoings, penalties, fines, demands, charges or costs, stamp and other duties and registration fees and assessments imposed by any court or by any statutory or other authority or otherwise (including any related bank charges, other authority or otherwise)
- (f) not be under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit in Victoria whilst driving the Vehicle;
- (g) not refuse to take any blood analysis or breath test or test for any illegal drug or dependence requested by the police or other relevant authority;
- (h) not use the Vehicle when it is damaged or unsafe;
- (i) provided it is reasonable in the circumstances to do so, not drive the Vehicle after an accident or hitting an object (including an animal) until the Driver has obtained the Health Service's approval to do so; and
- (j) not smoke within the Vehicle or allow any other person to smoke within the Vehicle at any time.

5. Condition of the Vehicle

- 4.3 GST: the Driver will pay all applicable GST to the Health Service on demand.
- 4.4 Use and repair of Vehicle: The Driver must pay all repair and operating expenses in respect of the Vehicle including the cost of fuel and lubricant and the cost of replacement parts and accessories incurred as a result of an act or omission which occurred during the Rental Period or whilst the Driver had or was supposed to have possession of the Vehicle.
- 4.5 If the Driver fails to pay any of the amounts referred to in this clause 4 by its due date for payment, the Health Service may, at its discretion, pay the amount due. In that case, the Driver must on demand reimburse the Health Service for the amount paid.
- 4.6 The Driver must at all times keep and maintain the Vehicle and ensure that it is in proper working order and condition and in good and substantial repair. The Health Service will make due allowance for normal wear and tear but the Vehicle must at all times be capable of being operated fully and efficiently for the purpose, and to the capacity, for which the Vehicle was intended at the date of their acquisition by the Health Service.
- 4.7 If the Driver fails to pay any of the amounts referred to in this clause 4 by its due date for payment, the Health Service may, at its discretion, pay the amount due. In that case, the Driver must on demand reimburse the Health Service for the amount paid.
- 4.8 The Driver will be fully responsible to the Health Service for any loss of or damage to the Vehicle however occasioned. The Driver must give reasonable notice to the Health
- 4.9 The Driver must at all times keep and maintain the Vehicle and ensure that it is in proper working order and condition and in good and substantial repair. The Health Service will make due allowance for normal wear and tear but the Vehicle must at all times be capable of being operated fully and efficiently for the purpose, and to the capacity, for which the Vehicle was intended at the date of their acquisition by the Health Service.
- 5.1 The Driver must at all times keep and maintain the Vehicle and ensure that it is in proper working order and condition and in good and substantial repair. The Health Service will make due allowance for normal wear and tear but the Vehicle must at all times be capable of being operated fully and efficiently for the purpose, and to the capacity, for which the Vehicle was intended at the date of their acquisition by the Health Service.
- 5.2 The Driver will be fully responsible to the Health Service for any loss of or damage to the Vehicle however occasioned. The Driver must give reasonable notice to the Health

Service in writing of any such loss or damage in excess of normal wear and tear.

**6. Name plates and identification of Vehicle**

- 6.1 The Driver must not remove, change, alter or deface any name, name plate, identification number, trademark or any other identifying mark or number on the Vehicle.

**7. Indemnities**

- 7.1 The Driver agrees to use, operate and possess the Vehicle at the Driver's risk.
- 7.2 The Driver must indemnify the Health Service for any injury, loss or damage arising out of the use of the Vehicle and/or the conduct of the Driver, its employees, agents, passengers and invitees (including damage to the Vehicle) except where such injury, loss or damage arises by reason of an act or omission of the Health Service, its employees or agents.
- 7.3 To the full extent permitted by law, the Driver releases and discharges the Health Service and its agents and employees from:
  - (a) all claims and demands on the Health Service; and
  - (b) any loss or damage whatsoever and whenever caused by the Bus Driver whether by way of death of, or injury to, any person of any nature or kind, accident or damage to property, delay, financial loss or otherwise,

arising directly or indirectly from or incidental to a breakdown of, or defect in, the Vehicle or any accident to or involving the Vehicle or the Driver's use, operation, repair, maintenance or storage (whether

occasioned by the negligence of the Health Service or otherwise) or which may otherwise be suffered or sustained in, upon or near the Vehicle.

- 7.4 The indemnity contained in this **clause 7** is continuous and will survive the termination of this Agreement.

**8. Exclusion of liability**

- 8.1 The Driver agrees that, to the full extent permitted by law, neither the Health Service gives, nor any person purporting to act with the authority of the Health Service has given, any condition, warranty or representation whatsoever in favour of the Driver:
  - (a) as to the condition or quality of the Vehicle including, without limitation, latent and other defects and whether or not discoverable by the Health Service or the Driver; or
  - (b) as to the suitability or fitness for ordinary or any special use or purpose of the Vehicle.

- 8.2 Any covenant or provision which is deemed by statute to be incorporated into this Agreement but the operation of which may be lawfully excluded, restricted or modified by agreement between the Driver and the Health Service or otherwise is, to the maximum extent possible, so excluded, restricted or modified.

- 8.3 In no event will the Health Service be liable (whether before or after the termination of this Agreement) for any loss or damage which the Driver suffers arising from, or caused or contributed to by, the Health

Service, its servants or agents, whether in negligence or otherwise.

8.4 The Health Service will also not be liable for special, indirect or consequential loss or damage as a result of a breach by the Health Service of this Agreement including, but not limited to, loss of profits or revenue and the costs arising from the loss of use of the Vehicle.

**9. Return of Vehicle**

9.1 At the end of the Rental Period or upon the termination of this Agreement, the Driver must return the Vehicle to the Health Service with a full tank of fuel.

**10. Termination**

10.1 This Agreement may be terminated by mutual consent in writing.

10.2 The Health Service may terminate this Agreement immediately upon giving notice to the Driver if the Driver breaches any provision of this Agreement.

**11. Variation**

This Agreement may only be varied by agreement in writing of both parties.

**12. Law**

This Agreement shall be governed by the laws of the State of Victoria.

Located under Policies and Procedures/Forms

Implemented: April, 2017