



**TERMS AND CONDITIONS OF STANDARD
RENTAL AGREEMENT
EFFECTIVE MARCH 01, 2011**

INTERPRETING YOUR RENTAL AGREEMENT

The Rental Agreement ("Rental Agreement")

between Epic Storage 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:

"Authorised Driver/Joint Renter" means:

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

"Epic Storage" means Sabco Developments Pty Ltd, trading as Epic Storage ABN 69 983 343 196

"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 Epic Storage.

"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 Epic Storage.

"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 Trade Practices Act 1974 (Cth), which cannot be excluded, restricted or modified by this Rental Agreement.

DRIVER

1 You agree and acknowledge 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 licensed 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.

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 Epic Storage, drive or take the Vehicle:

- (a) to Kangaroo Island;
- (b) drive Vehicle further than a 200km radius of Epic storage
- (c) on beaches or through streams, rivers, creeks, dams or floodwaters.

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 Epic Storage'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 Epic Storage'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 drive the Vehicle after an accident or hitting any object, including an animal until you have the permission of Epic Storage to do so.

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.

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;
- (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 have repairs to the Vehicle carried out unless Epic Storage authorises You to do so. Epic Storage requires

verification of the cost of repairs for audit and GST purposes. You should obtain an original tax invoice/receipt to assist Epic Storage. Epic storage 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 Epic Storage cannot verify the cost of repairs, Epic Storage will not reimburse You.

DAMAGE AND LOSS OF PROPERTY

5.1 Subject to this clause 5, 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 Epic Storage 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 interpreting your rental agreement).

5.2 You must always pay

- (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 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 under body damage, and any resulting damage from that under body damage, to the Vehicle.

5.3 For the purposes of this clause 5, the amount You must pay for any damage or repair that may be reasonably determined by Epic Storage and 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
- (f) If the amount determined by Epic Storage and paid by You under this clause 5.3 exceeds the final cost of the damage or repair, Epic Storage will refund the difference to You.
- (g) For the purpose of calculating any refund under clause 5.4(f)

Epic Storage will add the Recovery Costs to the amount of the costs of damage and repair to the Vehicle.

(h) If the total of the Recovery Costs and the costs and fees that You must pay is greater than the Excess Amount (with the difference being the 'Gap Amount') You must pay to Epic Storage or Epic Storage may debit Your Account, with the Gap Amount.

5.4 (a) Where You are required to pay Epic Storage under this clause 5, the amount you must pay for any loss, damage, repair, or cost;

- (1) may be reasonably determined by Epic Storage; and
 - (2) in relation to damage to the Vehicle, is the lesser of the cost of repairs to the Vehicle or the market value of the Vehicle at the time of the damage.
- (b) If the amount determined by Epic Storage and paid by You under this clause 5.4 exceeds the final cost of the loss, damage or repair, Epic Storage will refund the difference to You.
- (c) Epic Storage will provide details to You regarding the final cost of the loss, damage or repair on request by You.

RETURN OF VEHICLE

6.1 You must return the vehicle to Epic Storage:

- (a) to the place, on the date and by the time shown on the Rental Document and;
- (b) In the same condition as it was at the commencement of the Rental Period, fair wear and tear excepted.

6.2 If you tell Epic Storage that You wish to travel to a location other than that stated on the Rental Document, Epic Storage will advise You of the amount of the 'one-way-fee' that you will incur. If you do not tell Epic Storage in advance, You must pay a 'one-way-fee' of up to \$2 per kilometre (depending on the type of Vehicle and the distance travelled) to be determined and paid at the end of the Rental Period.

6.3 You must return the Vehicle to Epic Storage during normal business hours. If you return the Vehicle later than the time shown on the Rental Document, you must pay all additional Rental Charges.

6.4 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) you do not comply with any special conditions set out in the 'Rates' section on the Rental Document, the rates shown on the Rental Document will not apply and You must pay the Epic Storage standard rate for the Vehicle for the Rental Period.

6.5 Epic Storage may request the immediate return of the Vehicle or Epic Storage may re-take the Vehicle without notice, if Epic storage reasonably suspects that:

- (a) the Vehicle may be used for an unlawful purpose;

(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.

6.6 Epic Storage may re-take the Vehicle after written notice to You if;

- (a) You do not return the Vehicle on the date and by the time shown on the Rental Document and You have not informed Epic Storage of a new return date and time;
- (b) the credit limit on Your method of payment would

be exceeded by the Debiting of the Rental Charges for a requested extension of the rental of Your Vehicle.

6.7 You must pay Epic Storage all Rental Charges for

the period up to the return/ re-taking of the Vehicle as well as any additional costs Epic Storage incurs in re-taking the Vehicle.

FUEL

7.1 You must fill the vehicle only with the fuel type specified in the Manufacturers Specifications.

7.2 If you do not see the 'Prepaid Fuel Option'

(where available), and You return the Vehicle with less fuel than it had when You rented it, You must pay the Fuel Service amount per litre as set on the Rental Document.

7.3 The fuel level at the time you rent it and at the time You return it to Epic Storage is determined by visual inspection by Epic Storage of the Vehicles fuel gauge,

CLAIMS AND PROCEEDINGS

8.1 Where the use of the Vehicle by You, an Authorised driver, or any other person results in an accident or claim ('incident'), or where damage or loss is sustained to the vehicle or property of any third party, You must insure that You or any Authorised Driver;

(a) promptly reports the incident to the local police (if required by law);

(b) promptly reports the incident to Epic Storage in writing;

(c) does not, without Epic Storage's prior written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability in relation to the incident;

(d) permits Epic Storage or its insurer at its own cost, to bring, defend, enforce or settle any legal proceedings against a third party in your name in relation to the incident;

(e) permits or ensures that Epic Storage may claim in Your name or that of the Authorised Driver under any applicable Authorised Driver to assist and cause the Authorised Driver to assist Epic Storage in making such a claim, including assigning any right to claim under any Substitute Vehicle Insurance to Epic Storage; and

(f) completes and furnishes to Epic storage within a reasonable time any statement, information or assistance which Epic Storage or its insurer may reasonably require, including attending at a lawyer's office and at Court to give evidence.

8.2 Epic Storage will meet your reasonable out-of-pocket expenses in complying with 8.1(e) and 8.1(f)

8.3 If you do not comply with clause 8.1(b), and Epic Storage is unable to investigate the incident, Epic Storage will debit all Rental Charges to Your Account pending receipt of Your report about the Incident.

PAYMENT

9.1 At the end of the Rental Period, You must pay Epic Storage:

(a) all Rental Charges;

(b) any amount paid or payable by Epic Storage or You to any person arising out of Your use of the Vehicle or imposed on You or Epic Storage by any government or other competent authority; and;

(c) any amount for which You are liable to Epic Storage under the Rental Agreement, in respect of a breach of the Rental Agreement or otherwise. Epic Storage will provide details to You of any amount payable under this clause 9.1(c).

9.2 Each Rental Charge calculated and invoiced to You at the time of the return of the vehicle is subject to subsequent verification by Epic Storage. If a Rental Charge is to be adjusted, Epic Storage will provide details to you if Epic Storage has your contact details.

9.3 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

(b) the amount payable for the number of kilometres driven during the Rental Period.

9.4 Distance charges are measured from the Vehicles odometer.

9.5 You authorise Epic Storage to charge all amounts payable to Epic Storage under the Rental Agreement to Your Account.

9.6 Epic Storage will pay, within a reasonable time, any refund due to You by such method as Epic Storage may reasonably choose.

9.7 If you fail to pay any amount under or in connection with the Rental Agreement within 14 days of the date by which You were required to pay the amount:

(a) You must also pay Epic Storage interest at 10%

per annum (compounded daily) on the amount from the expiry of 14 days from the date on which You were required to pay the amount to the date of payment; and

(b) if Epic Storage arranges for the collection of the unpaid amount from You by a debt collection agency, You must also pay Epic Storage:

(1) Epic Storage's administration fee of \$75; and

(2) the debt collection agency's fee equal to 10% of the unpaid amount and interest on those amounts calculated in accordance with clause 9.7(a)

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 Subject to clauses 6.2, 6.3, 6.4, and 9.3, You may terminate The Rental Agreement at any time by returning the Vehicle to Epic Storage.

PROPERTY IN VEHICLE

11 Unless Epic Storage or an Epic Storage employee acting in the course of their employment is negligent, Epic Storage is not liable to any person for any loss of, or damage to the property:
(a) left in the Vehicle after its return to Epic Storage; or
(b) stolen from the Vehicle or otherwise lost during the rental.

PRIVACY STATEMENT

Please refer to Epic Storage "Collection and Use of Your Personal Information" sheet.