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## COMPLETED HIRE PARTICULARS: No. RA#-70486

### MAIN HIRER:

Ross Holburt  
33 Dale Ave, Pascoe Vale, VIC 3044  
Licence number: 029764031  
Class: C  
State: VIC  
D.O.B: 04/05/1961  
Exp. Date: 27/06/2024

Vehicle Rego	Out Date/Time/Km	In Date/Time/Km	Duration / Total Km
1WU6GB	15/08/2023 / 09:50 / 9440	04/09/2023 / 16:45 / 12739	21 / 3299

Overall Date/Time: OUT: 15/08/2023 09:50 IN: 04/09/2023 16:45 Petrol: OUT: Full IN: Full

## AGREEMENT TO HIRE RENTAL VEHICLE: No. RA#-70486

MAIN HIRER: Ross Holburt 33 Dale Ave, Pascoe Vale, VIC 3044  
Licence Number: 029764031  
.....  
Class: C  
.....  
State: VIC  
.....  
D.O.B: 04/05/1961  
.....  
Exp. Date: 27/06/2024  
.....

<b>Vehicle Registration:</b>	<b>1WU6GB</b>	<b>Daily Rate Ex GST:</b>	
Make & Model:	Toyota Camry Hybrid	Excess Reduction Fee:	92
Check Out Date & Time 24hrs:	14/08/2023 00:00	Age & Lie Loading Fee:	
Check In Date & Time 24hrs:		Additional Driver Fee:	
Kilometers Out:		Vehicle Registration Recovery Fee:	92
Make & Model:		Excess Reduction Fee:	92

IMPORTANT POINTS TO NOTE:

1. Hirer is liable for all parking and traffic violations (plus associated costs) and all toll charges (plus associated costs) incurred during the rental period. Please affix your electronic tag if you use one.
2. Hirer agrees to return the vehicle with a fuel reading at least equal to the petrol out fuel reading.
3. Smoking is not allowed in the vehicle.
4. Please call us when returning your vehicle or on receipt of your settlement payout on 1300 22 67 67.

DAMAGE REPORT

By taking possession of the rental vehicle you agree to the damage report either provided to you by the depot or the damage report left in the vehicle.

The hirer is responsible for any new damage sustained by the vehicle during the rental period.

ABOVE CABIN, PAN, WINDSCREENS, TYRES, WHEELS AND WINDOW DAMAGE IS HIRER'S COST AND IS NOT COVERED BY L.D.W. THE L.D.W AMOUNT PAYABLE IN THE EVENT OF LOSS OR DAMAGE PER INCIDENT IS: \$385.00

LIMITED DAMAGE WAIVER (L.D.W.)

By His/Her signature, the hirer accepts or declines to pay the L.D.W. fee in the event of an incident. The hirer will be liable for the full amount of all loss or damage to property in circumstances set out in clause 7 of the terms and conditions provided with this rental agreement, whether or not they have paid the L.D.W. fee. Otherwise, by signing below, the hirer agrees to pay the L.D.W. fee and understands that He/She is liable to pay the excess amount and will be covered for all other loss or damage to person or property arising out of the use of the vehicle.

HIRER'S SIGNATURE

By His/Her signature, the hirer accepts or declines to pay the L.D.W. fee in the event of an incident. The hirer will be liable for the full amount of all loss or damage to property in circumstances set out in clause 7 of the terms and conditions provided with this rental agreement, whether or not they have paid the L.D.W. fee. Otherwise, by signing below, the hirer agrees to pay the L.D.W. fee and understands that He/She is liable to pay the excess amount and will be covered for all other loss or damage to person or property arising out of the use of the vehicle.

.....  
Date vehicle out:

.....  
Time vehicle out:

.....  
KMS out:

.....  
Email Address:

\_\_\_\_\_  
Signed by or on behalf of Ross Holburt

IMPORTANT: REFER TO TERMS AND CONDITIONS PROVIDED.

**CONTRACT OF INDEMNITY FOR CAR HIRE CHARGES**

**THIS AGREEMENT made on**  
**14/08/2023**

**BETWEEN:**  
**Acom Rentals, hereinafter called 'ACORN'.**

**AND: [name of the hirer]**  
**Rus.&HulburL**  
**here in after called 'the hirer'.**

## Definitions:

"This Agreement" includes the form and details that are attached to this contract.

"Car Hire Charges" includes:-

- a. The rate of hire multiplied by the hire period.
- b. The government charges that are paid on the hiring of the vehicle.
- c. Any charges that are levied for the extra benefits requested by the hirer, such as excess reduction, cleaning charges, etc.

"The hirer" includes:

- a. The person who hires the rental vehicle because his/her own vehicle was damaged in an accident.
- b. The person who hires the rental vehicle as an agent of the owner of the vehicle damaged in the accident.

"Reasonable Need" means that the hirer has a need for a vehicle to replace his/her damaged vehicle, and that the need could not reasonably be satisfied by alternative means of transport.

"Alternative means of transport" include among other things: public transport; second vehicle that was available for use.

"Party at Fault" means the party who held liable for the accident.

"Rental Vehicle" means the vehicle that is provided to the hirer by ACORN.

"Recovery" means that ACORN may use any method and process to recover the hire car charges that are incurred by the hirer.

"Reasonable Assistance" includes among other things:

- a. Providing a statement to ACORN or its agents.
- b. Appearing in court to give evidence.
- c. Furnishing information and documents at the request of ACORN or its agents,

## Terms

1. The hirer hires ACORN's vehicle at the rate and on the terms specified in the rental agreement.
2. The hirer has represented to ACORN that he/she was not the 'party at fault' in the accident.
3. The hirer has reasonable need for the rental vehicle while his/her vehicle is being repaired.
4. The hirer's need for the vehicle could not be fulfilled by alternative means of transport.
5. The hirer is to be indemnified for the car hire charges by ACORN subject to the conditions below.

## Conditions of Indemnity

1. ACORN indemnifies the hirer for the car hire charges in consideration of the hirer subrogating to ACORN, his/her rights to recover the car hire charges from the party at fault.
2. ACORN is subrogated to the rights of the hirer to recover the car hire charges.
3. The hirer is to provide whatever reasonable assistance is sought by ACORN or its agents, in the recovery of the car hire charges.

## Subrogation

1. Subrogating the rights of the hirer, to ACORN includes inter alia:
  - a. The right of ACORN or its agents to commence proceedings in the name of the hirer and/or Leo & Leo Pty Ltd TIA Acorn Rentals.
  - b. The right of ACORN or its agents to collect all money recovered on behalf of the hirer.
  - c. The right of ACORN or its agents to keep and apply all monies recovered to the satisfaction of the car hire charges.
  - d. The right to obtain all information on behalf of the hirer, that may reasonably be necessary to recover the hire car charges.

## Termination

1. ACORN may rescind this contract of indemnity if the hirer:
  - a. Has not been truthful and frank in the information it provides to ACORN
  - b. Has not acted with the utmost good faith towards ACORN.
  - c. Breaches any of the terms and condition on behalf of the 'hirer, that may reasonably be necessary to recover the hirer car charges.
  - d. Signs any release forms without first consulting ACORN.

- 2. If ACORN rescinds this contract, the hirer will be fully liable to ACORN for the hire car charges.
- 3. If the hirer attempts to rescind or terminate this contract, the hirer will be fully liable to ACORN for the car hire charges.

**I (the hirer) have read the terms and conditions of this contract, and agree to be bound by them.**

\_\_\_\_\_  
**Signed by or on Behalf of Ross Holburt**

**Dated:**  
\_\_\_\_\_  
*ACORN RENTALS - CAP! Licence 409398430 Copyright 2022*

**To Whom It May Concern:**

**Due to a recent accident, my vehicle has been damaged.**

**As a result of the damage I have lost the availability and convenience of my vehicle during the assessment/repair or settlement period. I will likely use the replacement vehicle for similar purposes that I used my vehicle for before the accident which include domestic, household and family purposes. From the outset of the rental period I do not intend on being away or abroad for any reason. I do not have another vehicle readily available to me.**

**Yours faithfully Ross Holburt**

**Name:**  
.....

**Signature:**  
.....  
**(Signed by or on behalf of the owner of the damaged vehicle)**

**Date:**  
.....