# **BAKERS RENTAL CARS**

P.O.Box 1949 Kulukulu, Sigatoka Phone: 942 7497, 748 8252

# **Invoice**

Email: bakersrental@yahoo.com

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Hirer and cardholders Signature You should not sign unless you are

the time of the hire will be permitted to drive the vehicle hired.

Rental Sales Agent Signature

for all payment, all charges including any actual or possible loss and parking infringements will be billed to the charge card and my signature below will be considered to have been made on any approval charge card voucher. I rather agree that only the hirer and listed authorised driver signed this agreement at

**Authorised Driver** 

# **FURTHER TERMS AND CONDITIONS**

#### 1. COLLISION DAMAGED WAIVER

- a) All Renters are subject to \$2000 \$4000 non waiverable excess on accident damaged irrespective of fault.
- b) By this signature hereunder renters agrees to pay fees specified by BAKERS RENTAL CARS, who agree to accept all liability for damage to vehicle referred herein while it is being used or driven in conformity eith this rental agreement.
- c) Underbody and overbody damages is at the renters risk and all insurance is void if vehicle are driven or unsealed or unmade road surfaceor in contravention of any condition set out on the reverse side.

#### 2. DAMAGE TO THE VEHICLE

The renter and/or additional authorized driver shall be liable to the owner for any damage caused to the vehicle in any of the events as mentioned here under:

- a) The towing fees and also the police report fees with the number of days the vehicle will take for getting repaired. The renter shall pay the rate at which the vehicle was hired per days, for all the days the vehicle will be under repair until the vehicle is fully repaired.
- b) The vehicle is driven by a person other than the person authorized as here in specified.
- c) The vehicle is used by the renter and/or the additional authorized driver for learning to drive, for any legal purposes or in any race, speed test, contest or to propel or to tow any vehicle, or trailer or to convey any load in excess of that which the vehicle was constructed or is used off road.
- d) The vehicle is driven or used by the renter and/or additional authorized driver carelessly or in excess of the area speed limit and/or in excess of the national driving speed limit or in a manner dangerous to the public, or
- e) The vehicle is used for carriage of passengers for hire or reward of the renter and/or additional authorized driver, or
- f) If the vehicle has been write off or unworthy of being repaired then the renter shall at least pay the price of the vehicle from current market evaluation.
- g) The vehicle is driven or used by the renter and/or additional authorized driver subsequent to it being damaged or the vehicle being deemed unsafe or unroadworthy, or
- h) The renter and/or additional authorized driver leaves the vehicle unlocked or unattended or fails to take all reasonable precautions for it safety, or
- i) The renter and/or additional authorized driver is charged for driving the vehicle in a manner contrary to the provisions of the Land Transport Act 1998 or other laws of Fiji, or
- j) The loss or damage to the vehicle occurs outside the period of the hiring or any other extensions thereof permitted by owner unless the renter and/or additional authorized driver has reasonable excuse for failing to return the vehicle within the time stipulated, or
- k) The renter and/or additional authorized driver is in breach of any warranty made by him herein, or
- The renter fails to complete and furnish to the owner within a reasonable time such information as owner may reasonably require in respect or any additional authorized driver, or
- m) The renter shall be liable to the owner if in the event of any accident, damage to the vehicle or to other property of any third person the renter and/or additional authorized driver makes or gives any offer, promise of payment, settlement indemnity or admission of liability in that respect without the written consent of the owner, in any event the renter is liable to the owner whether guilty of negligence or not

For the purpose of this rental agreement "damage to the vehicle" means all loss, damage to the vehicle, any costs, expenses or outings in connection therewith or arising there from.

#### WINDSCREEN DAMAGE

Windscreen damage is entirely at the renters's expense. In an event of windscreen damage, the cost of replacing the windscreen shall be paid immediately by the renter.

## MECHANICAL REPAIR AND ACCIDENTS

In the event that the vehicle is damaged or requires repair or salvage, whether because of an accident or breakdown, the renter shall advise the owner of the full circumstances by telephone as soon as practicable. The renter shall not arrange or undertake any repairs or salvage without the authority of the owner (this includes purchasing or replacement tyre) except to the extent that the repirs or salvage are necessary to prevent further damage to the vehicle or to other property.

The renter shall ensure that no person shall interfere with the distance recorder or speedometer, or, except in an emergency, any part of the engine, transmission, braking, or suspension systems of the vehicle.

#### **BAKERS RENTAL CARS LIABILTY**

The owner whilst taking all precautions and using its best efforts to prevent such happenings shall not be under any circumstances liable to the renter and/or additional authorized driver for any loss or damage for delay through breakdown, mechanical defect, or to any persons what so ever for the loss or damage to any property stolen from or damaged or otherwise lost during the hiring of the vehicle or for any property left in the vehicle before or after the returning of the vehicle to the owner. The renter and/or additional authorized driver hereby agrees to indemnify and keep indemnified the owner in respect of all claims demands and action brought against the owner in respect thereof.

## PAYMENT OF CHARGES, DAMAGES, ETC

The renter and/or additional authorized driver are liable to pay rental, sundry and other charges in accordance with the owner's current rate scheduled and all other monies are payable by the renter here under and a sum equal to the amount of all loss or damage to the vehicle during the period of hire and all fines and penalties shall be paid to the owner in respect of traffic parking and other offences committed by the renter and/or additional authorized driver.

The renter shall pay \$2000 FJD insurance claiming fees for groups 1-4 and \$4000 FJD for group 5 and above. This non variable expense shall be paid immediately on the time of accident regardless of the renter being at fault or otherwise. The loss of income for the days it takes to repair and the total cost of repair are entirely at the renter's expense.

# **WARRANTIES BY RENTER**

In addition to the warranties by the renter on the face hereof the renter further warrants that (a) the renter and the additional authorized driver hold a current motor vehicle driver's license valid in Fiji (b) All information that has been provided by the renter and/or additional authorized driver such as the name, address, age, telephone directory listing, occupation and the like of the renter and the additional authorized driver is true.