

TERMS OF RENTAL AGREEMENT

INTERPRETATION

1. Rental Agreement (Agreement) comprises:
 - (1) These Terms of Rental Agreement (**Terms**); and
 - (2) The Details of Rental Agreement (**Details**).
2. Unless the context otherwise requires:
 - (1) **“Authorised Driver”** means any additional driver who signs the Additional Driver Form or the Details;
 - (2) **“Hirer”** means the person named in the Details. Where there is more than one person named, means each person jointly and severally.
 - (3) **“MyRental”** means Tuamasaga Limited, trading as MyRental;
 - (4) **“Rental Period”** means the period commencing on the Check Out date and ends on the Return date set out in the Details or if the Vehicle is returned on any other date, the return date of the Vehicle determined in accordance with these Terms;
 - (5) **“Vehicle”** means the vehicle described in the Details or any vehicle substituted in accordance with these Terms and includes all parts, components and accessories of the vehicle (including tyres, spares, tools, car-mats and any additional things listed in the Details such as child-car seat, cooler, beach mats etc. set out in the Details).

DRIVER

3. Only Hirer or an Authorised Driver may drive the Vehicle.
4. Hirer and any Authorised Driver warrant:
 - (1) the particulars are correctly set out in the Details;
 - (2) they have never been convicted of an offence: (a) driving under the influence of alcohol or drugs; or (b) driving with blood alcohol level over any legal limit;
 - (3) they are at least 21 years of age and are licensed to drive a vehicle of the same type on public roads; and
 - (4) they have been fully licenced for 24 months or longer (excluding any time under a learner’s permit or a provisional licence) to drive the type of vehicle rented.

DRIVING AND USE OF THE VEHICLE

5. Vehicle not to be:
 - (1) Used for any race contest or performance test of any kind.
 - (2) Used to tow or push anything or carry more passengers or load than that for which it was manufactured.
 - (3) Used to carry passengers or goods for payment of any kind including ‘uber’ services or the like.
 - (4) Abused or misused. Do not drive Vehicle if engine oil level warning light is on. Do not use the Vehicle if it is damaged or becomes unsafe to drive.
 - (5) Driven on beaches or through streams, dams, rivers or flood waters.
 - (6) Used to transport property except in compliance with all necessary approvals, permits, licences and government requirements (to be obtained at Hirer’s cost) and in accordance with the Vehicle manufacturer’s and MyRental’ recommendations.
 - (7) Used to carry any inflammable substance which has a flash point under 22.8°C or any other explosive or corrosive substances.
 - (8) Used in contravention of any Traffic Act or Road Safety Act in force, or for any illegal purpose. Driver of Vehicle must not refuse or fail to take any blood analysis or breath-test requested by the police. Hirer must comply with any applicable seat belt and child restraint laws. Hirer is liable for all parking and traffic violations in respect of the Vehicle during the Rental Period.
6. Keep the Vehicle locked when not in use and keep the keys under personal control at all times. **NO SMOKING IN THE VEHICLE.**
7. Only use the Vehicle on a road which is properly formed and constructed as a sealed, metalled or gravel road that is open for public use.
8. Do not arrange any repairs to the Vehicle. Notify MyRental immediately if any repairs are required. Hirer is liable for the costs of any unauthorised repairs to the Vehicle.

RETURN OF VEHICLE

9. Hirer must return the Vehicle to MyRental:
 - (1) at the place, date and time as shown in the Details; and
 - (2) in the same condition as it was at the commencement of the Rental Period, fair wear and tear excepted.
10. If Hirer returns the Vehicle to a location other than that set out in the Details, a **“Pick-Up Fee”** is payable.
11. When Hirer returns the Vehicle to a location which is not open for business at the time of the return, the Vehicle is deemed to be returned at the time when the office at that location next opens for business and the Rental Period and rental charges continue until that time.
12. If Hirer returns Vehicle on a date or at a time other than that set out in the Details: (a) if the return date or time is early, any rebate of the rental charges payable for the Rental Period, is at the discretion of MyRental; and (b), if the return date or time is late, the MyRental standard rate for the vehicle applies for the period after the date and time stated in the Details up to the date and time of return.
13. If any special conditions set out in the **“Rates”** section in the Details are not complied with, any discounted rates shown in the Details are voided and Hirer is liable to pay the MyRental standard rate for the Vehicle for the Rental Period.
14. MyRental may terminate this Agreement by notice in writing and require Hirer to return the Vehicle, or may repossess the Vehicle without notice, if MyRental suspects that Hirer has breached the terms of the Agreement or that it is likely that damage or injury may occur or if use of the Vehicle will contribute to or be used in an industrial dispute. If such a termination occurs, Hirer must pay MyRental all costs and charges reasonably incurred in repossessing the Vehicle and all hire charges or any liability for damage incurred under the Agreement or in respect of Hirer’s use of the Vehicle or any damage to the Vehicle.

FUEL

15. If Vehicle is returned with less fuel than at the start of the Rental Period, Hirer must pay a Fuel Service Charge per litre as set out in the Details.

LOSS DAMAGE WAIVER, DAMAGE AND LOSS OF PROPERTY

16. Subject to 17, Hirer is liable to MyRental:
 - (1) for loss of, and all damage to the Vehicle that occurs during the Rental Period; and
 - (2) for all damages to property of any person which is caused by an act or omission of Hirer or an Authorised Driver; or
 - (i) arises from Hirer’s or an Authorised Driver’s use of the Vehicle.

17. Subject to 18, if the Excess Reduction is accepted (or is included in Hirer’s rates) and, where applicable, the excess set out in the Details is paid by Hirer for each and every incident, MyRental:
 - (1) waives and releases Hirer’s liability under 16 in respect of damage to or loss of the Vehicle; and
 - (2) holds for the benefit of Hirer, the Insurer’s indemnity of Hirer’s legal liability to third parties for damage to the property of third parties which is caused by Hirer’s or the Authorised Driver’s use of the Vehicle. The Insurer’s indemnity and cover is subject to the terms of the relevant insurance policy and applicable terms of Agreement. Hirer’s benefit of the indemnity and cover may be lost as a result of factors outside the reasonable control of MyRental or as a consequence of acts or omissions of Hirer under the terms of the applicable insurance policy.
18. Hirer is always liable for (and 17 does not cover):
 - (1) the excess set out in the Details if there is damage to or loss of the Vehicle or if there is damage to property of any third party;
 - (2) the cost of rectifying any tyre damage not attributable to normal wear and tear;
 - (3) the cost of repairing any damage caused deliberately or recklessly by Hirer, any other driver of the Vehicle or any passengers carried during the Rental Period;
 - (4) the cost of repairing any damage to the Vehicle and to third party property arising as a result of a breach of any term of the Agreement or any applicable law;
 - (5) 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 damage caused in any other manner;
 - (6) the cost of repairing any damage arising from the Vehicle being used as a part of any articulated Vehicle;
 - (7) the cost of repairing any water damage to the Vehicle regardless of the cause when no other Vehicle is involved;
 - (8) any damage to the interior of the Vehicle regardless of the cause when no other Vehicle is involved.
19. For the purpose of 18 the cost of damage or repair includes:
 - (1) the cost of repairs to the Vehicle or the market value of the Vehicle at the time of the loss, whichever is the lesser;
 - (2) appraisal fees;
 - (3) towing, storage and recovery costs;
 - (4) a reasonable administrative fee by MyRental; and
 - (5) a per day loss of availability-for-hire fee based on reasonable usage-rates for the Vehicle at that time.
20. MyRental is not liable to any person, and Hirer indemnifies MyRental for any loss or damage to any property stolen from the Vehicle or otherwise lost during the Rental Period or to any property left in the Vehicle after its return to MyRental.

LIABILITY OF MY RENTAL

21. MY RENTAL GIVES NO WARRANTY AS TO THE VEHICLE OTHER THAN ANY NON-EXCLUDABLE WARRANTY OR CONDITION IT IS REQUIRED BY MANDATORY LAW TO GIVE. MY RENTAL DOES NOT PURPORT BY THIS (OR ANYTHING ELSE) TO EXCLUDE, RESTRICT, OR MODIFY ANY NON-EXCLUDABLE RIGHTS WHICH THE HIRER HAS UNDER ANY APPLICABLE LEGISLATION.

CLAIMS AND PROCEEDINGS

22. Where use of the Vehicle by Hirer, an Authorised Driver or any other person results in an accident or claim, or where damage or loss is sustained to the Vehicle, Hirer must ensure that Hirer or any Authorised Driver or both (as the case may be):
 - (1) promptly reports such incident to local police as required by the Traffic Act or any Road Safety Act;
 - (2) promptly reports such incident in writing to MyRental;
 - (3) does not, without MyRental’s written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability;
 - (4) permits MyRental or its insurer at its own cost to bring, defend, enforce or settle any legal proceedings against a third party; and
 - (5) completes and furnishes to MyRental within a reasonable, time and statements, information or assistance which MyRental or its insurer may reasonably require.
23. In any proceedings by MyRental, a business record of MyRental, produced by an authorised officer of MyRental, shall be sufficient evidence of the facts stated in business record.

PAYMENT

24. **Bond:** Hirer must provide a Bond as security for return of the Vehicle in good condition and for compliance with these Terms of hire. If the Vehicle is returned very dirty or carpets or upholstery require spot or stain removal, an **EXTRA CLEANING CHARGE** of minimum **WST\$100** may be deducted from the Bond. The Bond may be provided by a charge card authorisation for the Bond amount or a payment in cash. If the Bond is a charge card authorisation, the authorisation will be cancelled upon return of the Vehicle in good condition and MyRental being reasonably satisfied the Terms of hire have been complied with. If the Bond is paid in cash, the cash amount will be returned at the same and in the same circumstances as a charge card authorisation is cancelled.
25. On termination of the Rental, Hirer must pay MyRental on demand:
 - (1) all charges specified in the Details for the Rental Period and all charges payable under the Agreement;
 - (2) all moneys payable by Hirer arising out of the use of the Vehicle by Hirer or imposed by any governmental or other competent authority (such as speeding, parking and traffic fines) including any infringement notices or charges issued in the name of MyRental as registered owner of the Vehicle in respect of any such offences during the Rental Period; and
 - (3) all moneys or which Hirer is liable to MyRental under this Agreement in respect of a breach of this Agreement or for damage, loss or otherwise to the Vehicle.
26. Hirer authorises MyRental to charge all money payable to MyRental under this Agreement to Hirer’s credit card or charge account and to have recourse to any Bond if the Vehicle is not returned or Hirer is in breach of these Terms of hire.

GOVERNING LAW

27. Agreement is governed by the laws of Samoa. The parties submit to the jurisdiction of the Courts of Samoa. MyRental may take any proceedings in any courts whether in Samoa or otherwise to protect and enforce the provisions of the Agreement or otherwise to recover payment of any money due or any damages payable, in connection with the Agreement.