

### RENTAL TERMS AND CONDITIONS

1. THESE TERMS AND CONDITIONS, THE RENTAL DOCUMENT SIGNED BY YOU, AND A RETURN RECORD WITH COMPUTED RENTAL CHARGES TOGETHER CONSTITUTE THE RENTAL AGREEMENT BETWEEN YOU AND AVIS RENT A CAR SYSTEM, INC. OR THE INDEPENDENT AVIS SYSTEM LICENSEE IDENTIFIED ON THE RENTAL DOCUMENT. THIS AGREEMENT CONSTRUED IN ACCORDANCE WITH THE LAWS OF PAPUA NEW GUINEA WHERE THE RENTAL DOCUMENT IS SIGNED.
2. I RENT FROM YOU THE CAR DESCRIBED ON THE RENTAL DOCUMENT AND I AGREE TO THE TERMS BELOW AND ON THE OTHER PANELS OF THIS RENTAL DOCUMENT JACKET PROVIDED ANY SUCH TERM IS NOT PROHIBITED BY THE LAW OF A JURISDICTION COVERING THIS RENTAL, IN WHICH CASE SUCH LAW CONTROLS. I, ME AND MY REFER TO THE PERSON WHO SIGNS THIS AGREEMENT, YOU AND YOUR REFER TO AVIS.
3. WHEN I'LL RETURN THE CAR I'LL RETURN THE CAR ON THE DATE INDICATED ON THE RENTAL DOCUMENT. I'LL RETURN IT SOONER ON YOUR DEMAND
4. WHERE I'LL RETURN THE CAR THE CAR MUST BE RETURNED TO THE AGREED RETURN LOCATION NAMED ON THE RENTAL DOCUMENT. A RATE CHANGE OR SPECIAL CHARGES MAY APPLY IF RETURNED TO A DIFFERENT LOCATION
5. RENTAL CHARGES. I WILL PAY FOR THE NUMBER OF KILOMETRES I DRIVE AND THE LENGTH OF TIME I RENT THE CAR AT THE TIME AND KILOMETRE RATES INDICATED ON THE RENTAL DOCUMENT. THE MINIMUM CHARGE IS ONE DAY (24 HOURS) PLUS KILOMETRE, OR A FIXED FEE. KILOMETRES DETERMINED BY READING THE FACTORY - INSTALLED ODOMETER. DAILY CHARGE APPLIES TO CONSECUTIVE 24 HOUR PERIODS STARTING AT THE HOUR AND MINUTE THE RENTAL BEGINS. I'LL PAY CHARGES FOR MISCELLANEOUS SERVICES WHICH APPLY TO THE RENTAL.
6. SPECIAL CHARGES. IF I REPRESENT I'LL RETURN CAR TO ANOTHER LOCATION, I MAY HAVE TO PAY "ONE-WAY FEE" AS STATED IN YOUR CURRENT RATE BROCHURE. IF I RETURN THE CAR TO A LOCATION DIFFERENT FROM AGREED RETURN LOCATION SHOWN ON THE RENTAL DOCUMENT WITHOUT YOUR WRITTEN PERMISSION, I'LL PAY AN ADDITIONAL COLLECTION FEE PLUS APPLICABLE ONE WAY FEE AS STATED IN YOUR CURRENT RATE BROCHURE. I'LL PAY A REASONABLE FEE FOR CLEANING THE CAR'S INTERIOR UPON RETURN FOR EXCESSIVE STAINS, DIRT OR SOILAGE ATTRIBUTABLE TO MY USE.
7. TAXES. I'LL PAY ALL SALES, USE, RENTAL, AND EXCISE TAXES, INCLUDING TAX RELATED SURCHARGES AND VAT.
8. LOSS DAMAGE WAIVER. WHERE PERMITTED, IS NOT INSURANCE AND NOT MANDATORY. IF I ACCEPT LOSS DAMAGE WAIVER (LDW) AT THE DAILY RATE AND THE CAR IS OPERATED IN ACCORDANCE WITH THIS AGREEMENT, YOU ASSUME ALL LOSS OR DAMAGE TO THE CAR, EXCEPT FOR THE EXCESS SPECIFIED ON THE RENTAL AGREEMENT, WHICH WILL BE PAYABLE BY ME
9. DAMAGE/LOSS TO THE CAR. IF I DO NOT ACCEPT LDW, I OWE FOR ALL LOSS OR DAMAGE TO THE CAR REGARDLESS OF FAULT BEFORE THEFT OR DAMAGE LESS SALVAGE. IF NOT DAMAGED BEYOND REPAIR, I'LL PAY AVIS REPAIR COST. IN EITHER CASE, I'LL PAY THAT AMOUNT PLUS LOSS OF USE BASED ON REASONABLE DOWNTIME OR SPECIFIED BY LAW, PLUS A REASONABLE ADMINISTRATIVE FEE DETERMINED BY YOU OR SPECIFIED BY LAW (EXCEPT FOR THEFT AND CAR IS NOT RECOVERED), PLUS TOWING AND STORAGE CHARGES. ALL OF WHICH CONSTITUTE THE LOSS. WHETHER OR NOT I ACCEPT LDW, I'M RESPONSIBLE FOR LOSS OR DAMAGE CAUSED BY ME OR AN AUTHORISED ADDITIONAL DRIVER THROUGH (A) INTENTIONAL OR WILFUL AND WANTON MISCONDUCT; (B) DRIVING WHILE INTOXICATED OR IMPAIRED BY DRUGS; (C) PARTICIPATION IN A RACING COMPETITION; (D) TRANSPORTING PERSONS OR PROPERTY FOR HIRE; (E) COMMISSION OF A FELONY OR AN ACT THAT COULD BE A FELONY; (F) FAILURE TO PROVIDE AN ACCIDENT REPORT; (G) OPERATING ON UNPAVED ROADS; (H) OBTAINING THE CAR BY FRAUD OR MISREPRESENTATION (I) DAMAGE CAUSED DUE TO NEGLIGENT USE, INCLUDING OVERHEAD AND UNDER CARRIAGE DAMAGE. I AUTHORISE YOU TO COLLECT LOSS OR DAMAGE FROM A THIRD PARTY RESPONSIBLE FOR IT; YOU WILL REFUND ANY SUM COLLECTED ABOVE LOSS OR DAMAGE.
10. LOSS DAMAGE WAIVER FEE. IF I ACCEPT LDW, I'LL PAY THE DAILY LDW FEE SHOWN ON THE RENTAL DOCUMENT. I AGREE TO PAY THE DAILY RATE FOR A FULL DAY AT THE RATE SHOWN ON THE RENTAL DOCUMENTS IF I DON'T HAVE THE CAR FOR THE ENTIRE DAY. LDW FEE IS THE DAILY RATE MULTIPLIED BY NUMBER OF RENTAL DAYS.
11. PERSONAL ACCIDENT INSURANCE (PAI). I'LL PAY FOR PERSONAL ACCIDENT INSURANCE IF I ACCEPT IT. I UNDERSTAND THAT I WILL BE CHARGED THE RATE PER DAY FOR A FULL DAY EVEN IF I DON'T HAVE THE CAR THE ENTIRE DAY.
12. LIABILITY INSURANCE. ANYONE DRIVING THE CAR AS PERMITTED BY THIS AGREEMENT WILL BE PROTECTED AGAINST LIABILITY FOR CAUSING BODILY INJURY OR DEATH TO OTHERS OR DAMAGING THE PROPERTY (OTHER THAN THE AVIS CAR) OF SOMEONE OTHER THAN THE DRIVER AND/OR THE RENTER UP TO THE MINIMUM FINANCIAL RESPONSIBILITY LIMITS REQUIRED BY APPLICABLE LAW. THE LIMIT FOR BODILY INJURY SUSTAINED BY ONE PERSON INCLUDES ANY CLAIM FOR LOSS OF THAT PERSON'S CONSORTIUM OR SERVICES. SUCH COVERAGE WILL BE PROVIDED BY YOU ACCORDING TO THE TERMS, AND SUBJECT TO ALL OF THE CONDITIONS, OF A STANDARD AUTOMOBILE LIABILITY INSURANCE POLICY, INCLUDING ALL REQUIREMENTS AS TO NOTICE AND COOPERATION ON MY PART, WHICH ARE HEREBY MADE A PART OF THIS AGREEMENT. YOU CAN PROVIDE COVERAGE UNDER A CERTIFICATE OF SELF-INSURANCE OR AN INSURANCE POLICY, OR BOTH, AS YOU CHOOSE. IN ANY CASE, A COPY OF THE POLICY AND/OR CERTIFICATE WILL BE AVAILABLE FOR MY INSPECTION AT YOUR MAIN OFFICE. I UNDERSTAND THAT UNLESS REQUIRED BY APPLICABLE LAW, YOU WILL NOT PROVIDE (A) COVERAGE FOR FINES, PENALTIES, PUNITIVE OR EXEMPLARY DAMAGES, (B) COVERAGE FOR BODILY INJURY TO, OR DEATH OF, MYSELF WHILE NOT A DRIVER, OR ANY MEMBER OF MY FAMILY OR THE DRIVER'S FAMILY (C) DEFENCE AGAINST ANY CLAIM AFTER APPLICABLE LIMITS OF COVERAGE THAT YOU FURNISH HAVE BEEN TENDERED, (D) SUPPLEMENTARY NO FAULT, NON-COMPULSORY UNINSURED OR UNDERINSURED MOTORIST COVERAGE, AND ANY OTHER OPTIONAL OR REJECTABLE COVERAGE, AND YOU AND I REJECT ALL SUCH COVERAGES TO THE EXTENT PERMITTED BY LAW. WHERE ANY OF THESE COVERAGES ARE REQUIRED OR IMPLIED BY LAW, THE LIMITS SHALL BE THE MINIMUM REQUIRED UNDER APPLICABLE STATUTES.
13. INCASE OF ACCIDENT. I AGREE FURTHER TO PROTECT YOU AND YOUR INSURANCE COMPANY BY (A) OBTAINING CAR REGISTRATION NUMBER, NAMES AND ADDRESSES OF PARTIES INVOLVED AND OF WITNESSES, (B) NOT ADMITTING LIABILITY OR GUILT, (C) NOT ABANDONING THE CAR WITHOUT ADEQUATE PROVISIONS FOR SAFEGUARDING AND SECURING SAME, (D) GIVING A DETAILED REPORT INCLUDING DIAGRAM, EVEN IN CASE OF SLIGHT DAMAGE WITHIN 24 HOURS AND BY TELEPHONE TO THE NEAREST AVIS STATION; FURTHER COMPLETING MY ACCIDENT REPORT WITHIN 24 HOURS (E) NOTIFYING THE POLICE IMMEDIATELY.
14. MECHANICAL FAILURE. I SHALL NOT MAKE ANY CLAIM FOR DAMAGES FOR DELAY THROUGH BREAK-DOWN OR ACCIDENT AS THE RESULT OF MECHANICAL FAILURE OF THE CAR.
15. FINES AND EXPENSES. I'LL PAY ANY FINES, COURT COSTS AND RECOVERY EXPENSES FOR PARKING, TRAFFIC AND OTHER VIOLATIONS, INCLUDING STORAGE LIENS AND CHARGES, INCLUDING A REASONABLE ADMINISTRATIVE FEE WITH RESPECT TO THE USE OF THE CAR WHILE ON RENTAL TO ME.
16. PROHIBITED USE OF THE CAR. I WILL NOT USE OR PERMIT THE CAR TO BE USED TO CARRY PASSENGERS OR PROPERTY FOR HIRE, TO TOW OR PUSH ANYTHING, TO BE OPERATED IN A TEST, RACE OR CONTEST OR ON UNPAVED ROAD, OR WHILE UNDER THE INFLUENCE OF ALCOHOL OR A CONTROLLED SUBSTANCE, OR FOR AN ILLEGAL PURPOSE, INCLUDING THE TRANSPORTATION OF A CONTROLLED SUBSTANCE OR CONTRABAND. A VIOLATION OF THIS PARAGRAPH AUTOMATICALLY TERMINATES MY RENTAL AND MAKES ME LIABLE TO YOU FOR ALL THE PENALTIES, FINES, FORFEITURES, LIENS AND RECOVERY AND STORAGE COSTS, INCLUDING ALL RELATED LEGAL EXPENSES.
17. WHO ELSE MAY DRIVE THE CAR. ONLY SOMEONE WHO APPEARS AT THE TIME OF RENTAL AND SIGNS AN ADDITIONAL DRIVER FORM, MAY DRIVE THE CAR. THE DRIVER MUST BE AT LEAST 25 YEARS OLD AND A CAPABLE AND VALIDLY LICENSED DRIVER.
18. PROPERTY LEFT IN THE CAR. YOU ARE NOT RESPONSIBLE FOR LOSS OF OR DAMAGE TO ANY PROPERTY LEFT IN OR ON THE CAR, IN ANY SERVICE VEHICLE, ON YOUR PREMISES, OR RECEIVED OR HANDLED BY YOU, REGARDLESS OF WHO IS AT FAULT. I'LL BE RESPONSIBLE TO YOU FOR CLAIMS BY OTHERS FOR LOSS OR DAMAGE.
19. REPOSSESSING THE CAR. YOU CAN REPOSSESS THE CAR ANYTIME IT IS FOUND ILLEGALLY PARKED, BEING USED TO VIOLATE THE LAW OR THE TERMS OF THIS AGREEMENT, OR APPEARS TO BE ABANDONED. YOU CAN ALSO REPOSSESS ANYTIME YOU DISCOVER I MADE A MISREPRESENTATION TO OBTAIN THE CAR. YOU NEEDN'T NOTIFY ME IN ADVANCE.
20. INDEMNIFICATION. I AGREE TO INDEMNIFY YOU FOR ANY LOSS, LIABILITY AND EXPENSE THAT YOU INCUR ARISING OUT OF THE USE OF THE CAR (A) WHICH EXCEEDS THE GREATER OF YOUR STATUTORY LIABILITY AS AN OWNER OR THE LIMITS OF ANY LIABILITY INSURANCE THAT YOU FURNISH TO ME (B) WHICH RESULTS FROM ANY UNAUTHORIZED USE OR PROHIBITED OPERATION OF THE CAR. IF THE RENTAL TAKES PLACE AT A LOCATION OPERATED BY AN AVIS SYSTEM LICENSEE AND A CLAIM RELATING TO THIS TRANSACTION IS MADE BY YOU AGAINST AVIS RENT A CAR SYSTEM, INC. OR AVIS, INC. THAT ALLEGES UNFAIR, DECEPTIVE OR UNCONSCIONABLE CONDUCT THAT RENTING AVIS LICENSEE AGREES TO INDEMNIFY AND HOLD AVIS RENT A CAR SYSTEM, INC. OR AVIS, INC. HARMLESS AGAINST SUCH CLAIM, INCLUDING THE RELATED COSTS AND EXPENSES. I DECLARE THAT NO COMPANY OR UNDER WRITER IN CONNECTION WITH MOTOR INSURANCE HAS AT ANYTIME (A) DECLINED ANY PROPOSAL, (B) REFUSED TO RENEW ANY POLICY.
21. FUEL SERVICE CHARGE. IF THE PREPAID GASOLINE OPTION IS AVAILABLE BUT I DO NOT ACCEPT THE PREPAID GASOLINE OPTION, I'LL PAY A FUEL SERVICE CHARGE IF I RETURN THE CAR WITH LESS FUEL THAN WHEN RENTED. IF THE PREPAID GASOLINE OPTION IS AVAILABLE AND I ACCEPT THE OPTION, THE COST OF SUCH PURCHASE IS SHOWN ON THE RENTAL DOCUMENT. BY ACCEPTING THE PREPAID OPTION, I WILL NOT INCUR ANY ADDITIONAL FUEL CHARGE AND I WILL NOT RECEIVE CREDIT FOR UNUSED FUEL AT RETURN. I ACKNOWLEDGE THAT THE PREPAID OPTION OR FUEL SERVICE CHARGE IS NOT A RETAIL SALE OF FUEL.
22. CHARGE CARD RESERVE. I HAVE BEEN INFORMED THAT MY CREDIT, UP TO AN AMOUNT OF THE ESTIMATED TOTAL CHARGES DUE UNDER THIS AGREEMENT, BASED ON MY REPRESENTATION ABOUT THIS RENTAL MAY BE SET ASIDE OR RESERVED BY THE CHARGE CARD ISSUER WHOSE CARD I PRESENT IN PAYMENT OF MY BILL. I CONSENT TO THE RESERVATION OR SETTING ASIDE OF THAT AMOUNT.
23. ERROR IN RENTAL CHARGES. THE CHARGES SHOWN ON THE RETURN RECORD ARE NOT FINAL AND ARE SUBJECT TO RECALCULATION. I'LL PAY ANY UNDERCHARGES AND I'LL RECEIVE A REFUND FOR ANY OVERCHARGES YOU DISCOVER ON REVIEW.
24. COLLECTIONS. ALL CHARGES, FEES AND EXPENSES, INCLUDING PAYMENT FOR LOSS OR DAMAGE TO THE CAR, ARE DUE AT YOUR DEMAND. IF I DO NOT PAY ALL CHARGES WHEN DUE, I AGREE TO PAY A LATE CHARGE OF 2% PER MONTH, OR AS PERMITTED BY LAW ON THE PAST DUE BALANCE. I WILL PAY ANY COLLECTION COST, INCLUDING A SERVICE CHARGE FOR ANY CHEQUE WHICH IS NOT HONOURED BY A BANK AND YOUR REASONABLE ATTORNEY'S FEES. IF I DON'T PAY ANY AMOUNT WHEN DUE, IF THE LAW PERMITS, YOU MAY CONTACT ME OR MY EMPLOYER AT MY PLACE OF BUSINESS ABOUT PAYMENT.
25. MEANING OF "CAR". THE WORD "CAR" IN THIS AGREEMENT MEANS THE VEHICLE RENTED OR ITS REPLACEMENT, INCLUDES TYRES, TOOLS, EQUIPMENT, ACCESSORIES, PLATES, DOCUMENTS.
26. CHANGES. ANY CHANGE IN THIS RENTAL AGREEMENT OR YOUR RIGHTS MUST BE IN WRITING.
27. I AUTHORISE AVIS TO CHARGE ALL MONEYS PAYABLE TO AVIS UNDER THIS RENTAL AGREEMENT TO MY CREDIT CARD OR CHARGE ACCOUNT