



# JAKES

Rent a Car Limited

## Company profile

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**4x4 Toyota Land Cruiser Troop Carriers, 4x4 Toyota Land Cruiser 5 Door Station Wagons, 4x4 Toyota Land Cruiser Pickup Utes, 4x4 Toyota Hilux 5<sup>th</sup> Element Dual Cabs, 4x4 Ford Ranger XLT Dual Cabs, 4x4 Mazda Bravo BT50 Dual Cabs, Honda CRV Station Wagons & Toyota Camry Sedans**

**P.O. Box 254, Port Moresby, NCD, Telephone (+675) 323 7654, Facsimile (+675) 311 3704  
Mobile (+675) 7272 6361/7647 2724, E-mail: [mercy@global.net.pg](mailto:mercy@global.net.pg)**

*“ A CAR RENTAL COMPANY WITH YOU IN MIND “*

## About Us:

**JAKES Rent a Car Ltd** is a 100% nationally owned car Rental Company with plan operation in Port Moresby, Mt. Hagen and Mendi. The company was established to take advantage of increasing demand in hire vehicles due to increased business activities taking place in Papua New Guinea.

It is dedicated to providing quality service to its customers by providing quality vehicles, and achieving its objectives through efficient operations of branches through out Papua New Guinea.

## Fleets

The company's Vehicle fleets consist of:-

- b 4x4 Toyota Land Cruiser 3 Door Station Wagons.
- b 4x4 Toyota Land Cruiser 5 Door Station Wagons.
- b 4x4 Toyota Hilux 5<sup>th</sup> Element Dual Cabs.
- b 4x4 Toyota Land Cruiser Pick Up Utes.
- b 4x4 Ford Ranger XLT Dual Cab Utes.
- b 4x4 Mazda Bravo Dual Cab Utes.
- b Honda CRV Sedans.
- b Toyota Camry Sedans.
- b Nissan Cefiro Sedans.

## Maintenance of our Fleets

Our fleets are subject to service “**EVRY AFTER USE**”. This means all our vehicles are subject to service and check by authorized repair & service station for mechanical faults every after use. Be it a day, week, or month hire, all our fleets are subject to Checked & Serviced.

## Authorized Service Agent

- b Toyota Tsusho (PNG) Ltd – T/As Ela Motors for all our Toyota Fleets.
- b Niu Ford Ltd & PNG Motors Ltd for all our Ford & Mazda Fleets.
- b Auto Care Ltd for all our Nisan & Honda CRV Fleets.

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## Detailing/Cleaning Agent

All our fleets are subject to detailing & cleaning every after use. And such detailing and cleaning is carried out by Mikes Auto Detailing Ltd. Detailing & cleaning is performed by application of the use of proper vehicle cleaning chemicals & products purchased from Beltek Chemicals Ltd, and the use of electric detailing machine.

## At JAKES You Can Expect

- b Our Focus is the Comfort of our Customers.
- b Our Fleets are Reliable.
- b Our Rates are Very Competitive.
- b Our Service is 24 hours a day, 7 days a week.
- b Our Staff are Friendly.

## What You Need To Know About Our Fleets

- b Our fleets are fully serviced and maintained every after use.
- b Our fleets are fully cleaned & detailed by Detailing Specialists every after use.
- b Our fleets are installed with Auto-Watch Motor Vehicle Security System for security of our vehicles.
- b Our fleets are installed with Fire Extinguishers for use in case of fire.
- b Our rates are fixed daily. No mileage Charges.
- b Our fleets are fully kitted.
- b Our fleets are available to Corporate Clients ONLY.
- b We provide drivers if needed with cost to client.

## Code of Ethics

To assure our customers the best service possible, we adhere to a code of ethics, based on five key principles:

- b **Confidentiality:** Your privacy is important to us, and all information is held in strictest confidence.
- b **Openness:** Excellent business relies on open, unfettered communication between customers and our staff.
- b **Honesty:** We'll tell you the truth – even when it may not be what you want to hear
- b **Trust:** In everything we do, our customers best interests are always our primary concern.
- b **Win-win principle:** We don't succeed unless you succeed – it's that simple.

## Our Mission

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JAKES Rent a Car Ltd has experience, knowledge and focus needed in Today's Car Rental Markets. We know through our years of experience not only in car rental business but in the name of Business what success looks like and how to achieve it in a very competitive market.

We recognize that a great opportunity exists now to help businesses & individuals in their endeavor to develop and achieve their short, medium and long-term goals. JAKES Rent a Car Ltd strives to provide a unique One-Stop Car Rental Services for both new country or market entrant and existing businesses or individuals.

## **Our Vision**

In the next five years, JAKES Rent a Car Ltd will become the "Next Choice" of Car Rental Company to companies and individuals in the Car Rental Market, by becoming nationally recognized for depth of our experience, the success of our strategies and our exemplary standards of personal and business integrity compounded with our years of experience in business.

## **Our Motto**

"A Hire Car company with You in Mind".

## **Our branches**

- b Port Moresby, NCD.
- b Mt. Hagen, W.H.P.
- b Mendi, S.H.P.

## **Our Contacts**

Telephone: (+675) 323 7654  
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(+675) 7674 2724

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## **RENTAL/HIRE TERMS AND CONDITONS**

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The terms and conditions set out below form part of the Rental Agreement (RA) between the Company in the RA (“Us”, “We”, “Our”) and the Hirer (“You, “Your”) to hire the vehicle identified in the RA (Vehicle). Hirer means the person/company named in the RA as the Hirer and any person/company who provide us with a payment or authority of payment in any form acceptable to us. In hiring the Vehicle you confirm that you have read, understood and accepted these terms and conditions. Capitalized terms have the same meaning as given to those terms in the RA.

## **1. VEHICLE CONDITION**

- 1.1 Before leaving the rental premises, you must fully inspect the Vehicle to ensure that any panel damage (such as scratches and dents) and Vehicle cleanliness is accurately noted and shown in the Vehicle Details and Conditions Report. If there is any inconsistency, you must notify us, and we must both agree in writing to any changes to the Vehicle Details and Conditions Report before you leave the rental premises.
- 1.2 By taking the Vehicle out of the rental premises, you confirm that you take the Vehicle:
  - (a) in the condition set out in the Vehicle Details and Conditions Report;
  - (b) with manufacturer supplied tools, tyres, accessories and equipment, keys, and any other items specified on the Vehicle Details and Conditions Report or in the RA;
  - (c) with the seal of the odometer unbroken; and
  - (d) with the Check out Odometer Reading and Fuel Reading set out in the RA.

## **2. RETURN OF VEHICLE**

- 2.1 You agree to return the Vehicle to Us:
  - ✚ in the same condition as set out in the Vehicle Details and Conditions Report, other than fair wear and tear;
  - ✚ to the Return Location in the RA (or to a location other than the Return Location with our permission) by the Return Date and Time in the RA;
  - ✚ with all of the items set out in clause 1.2(b) in good condition; and
  - ✚ with a fuel reading at least equal to the Check Out Fuel Reading in the RA unless you have purchased Pre Paid Fuel from us at the commencement of the hire.
- 2.2 We must be notified and agree to any extension of the period of hire, in advance of the Return Date. If you fail to return the Vehicle to us by the Return Date & Time, the Vehicle will be immediately reported to Police as having been stolen.
- 2.3 We may take possession of the Vehicle without prior demand if it is illegally parked or if, in our opinion:
  - ✚ it is being used, in contravention of any law or in breach of a material term of this RA; or
  - ✚ it has apparently been abandoned.

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- 2.4 You will be responsible for the Vehicle and the Hire will continue until we make our final inspection. We will use our best endeavors to make our final inspection within the following periods:
- ✚ if the Return Location is attended and you return the Vehicle during the hours of operation; at the time you return the Vehicle, or within 2 hours of the Return Time;
  - ✚ if the Return Location is unattended; on the next day the Return Location is attended;
  - ✚ if the Vehicle is returned outside the hours of operation of a Return Location; on the next business day; and
  - ✚ if the Vehicle is returned to a location other than the Return Location with our permission; on the day the Vehicle is brought back to the Return Location.
- 2.5 We will use reasonable endeavors to confirm the condition of the Vehicle with you within 2 working hours of our final inspection if we do not consider you have returned the Vehicle in the same condition as set out in the Vehicle Details and Conditions Report, other than fair wear and tear.

### **3. USE OF VEHICLE**

- 3.1 You agree to maintain tyre pressure, fluid and fuel at the proper operating levels and to immediately report any defect to us.
- 3.2 You agree that the following persons must not drive the Vehicle (unless authorized by us in writing);
- ✚ a person who is not identified under “Hire and Driver Information” in the RA or in a Payment Authority;
  - ✚ a person who does not hold a current unrestricted motor vehicle driver’s license for the particular class of Vehicle hired (learner permits and provisional licenses are not acceptable);
  - ✚ a person who is intoxicated or who is under the influence of alcohol or any drug, toxic, or illegal substance;
  - ✚ a person who has given us or for whom you have given us a false name, age, address or driver’s license details;
  - ✚ a person, whose driver’s license has been cancelled, endorsed or suspended within the last twelve months;
  - ✚ any disable person who is deemed disabled within the meaning of disability; or
  - ✚ a person who is under the age of 18 years.
- 3.3 You agree that the Vehicle must not be used by you or by any Authorized Driver (unless authorized by us in writing):
- (a) if the Place of Hire is in the National Capital District or Central Province, the Vehicle can not be used in the Gulf Province, or any other places or provinces other than the province, district or territory of hire;
  - (b) if the Place of Hire is Lae, Mt. Hagen or Mendi, the Vehicle can not be used out of these provinces or territory of hire;
  - (c) on any unsealed road being a road not sealed with a hard material such as tar, bitumen or concrete) unless the Vehicle is a 4WD in which case it may also be used on graded unsealed roads. No Vehicle (including

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4WDs) may be used on off road conditions. Off road conditions include but not limited to fire trails, beaches, sand, tracks, fields or paddocks;

- (d) to carry person for hire or reward, to carry any inflammable, explosive or corrosive materials or to carry any animal or pet, excluding guide dogs;
- (e) to propel or tow any vehicle (not being a trailer), or to propel or tow any trailer with a load in excess of the capacity of the trailer, towing mechanism or Vehicle;
- (f) to carry any greater load, number of persons or for use in a manner or for a purpose for which the Vehicle was not designed and constructed, or to carry any greater number of persons than the Vehicle has seatbelts (particularly as seat belts must be worn by all occupants of the Vehicle);
- (g) for racing, pace making, reliability trials or hill climbing, or being tested in preparation for those purpose;
- (h) in contravening of any criminal legislation, any legislation involving a penalty, or for any illegal purpose whatsoever; in contravention specifically of any road safety laws in force from time to time where the Vehicle is being driven; or in contravention specifically of any road safety laws in force from time to time where the Vehicle is being driven; or
- (i) if the Vehicle is damaged or unsafe;

3.4 You must keep the Vehicle locked at all times whilst it is unattended.

## 4. CHARGES

4.1 You agree to pay on demand all of the following charges for the period up until return to or recovery by us of the Vehicle (whether or not charges are detailed in the RA):

- ✚ all charges at the rates described under “Rental Charges” in the RA. Daily rates apply to each consecutive 24 hour period commencing from the Check Out Time;
- ✚ after use detailing costs
- ✚ the Damage Recovery Fee (DR Fee) and Single Vehicle Accident Fee (SVA Fee) in the RA;
- ✚ the cost of repair or reinstatement of loss or damage where loss or damage to any part of the Vehicle;
- ✚ where you breach any of your other obligation under this RA (without limiting any other right we have), such sum as is necessary to compensate us for our loss or damage suffered because of your breach, as determined by us;
- ✚ pay the replacement value of the Vehicle if the Vehicle is stolen or damaged to beyond repair;
- ✚ all fines, penalties and other similar charges incurred by you or any other driver of the Vehicle, or any such charges logged against the Vehicle during your period of hire plus our administration fee per event as set out in the RA;
- ✚ all applicable goods and services tax (GST), and any other government taxes or duties that may apply, as set out in the RA;
- ✚ the Premium Location Surcharge as set out in the RA (if applicable). This is a surcharge that applies at certain premium locations, such as airports, and is designed mainly to recoup the charges that the relevant location applies to us for operating in that location;
- ✚ (unless you have purchased Pre Paid Fuel at the commencement of the hire) our charges, at the rate per litre specified in the RA, for adding fuel to the Vehicle up to the Check Out fuel Reading, which will include a service charge;
- ✚ the cost to us of recovering the Vehicle in the circumstances described in Clause 2.3;

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- ✚ the replacement;
- ✚ the replacement cost of any lost keys;
- ✚ where you fail to return any of the items described in Clause 2.1(c) in good condition, the cost to us of replacing the same;

4.2 Final charges will be determined after a final inspection by our representative which will be made as soon as practicable after return to, or recovery by us of the Vehicle.

## **5. PAYMENT OF CHARGES**

5.1 You hereby irrevocably and unconditionally authorize us to charge you and/or charge your account (as nominated respectively under "Payment Information" in the RA or in the Credit Authority) all charges payable by you under the RA, including this clause 5. Such charge will be considered a demand for purpose of clause 4.

5.2 If we charge your account for any charges in excess of the amount set out in the RA, we will promptly notify you of the amount so charged and provide details of the reason of which you have been charged. If you dispute the amount or the reason for which you have been charged, you may contact the officer who notified you of the charge. We will promptly deal with any dispute and, if we consider that any amount should be refunded to you, we will promptly credit that amount to your account or pay you in the same form of payment you paid us. If you are dissatisfied with the determination made by the Officer in this respect, you may contact the Management Team on telephone 323 7654 or 7674 2724 and speak to our Customer Service Team Manager.

5.3 If you fail to make full payment of any charge due to us including replacement value of the Vehicle:

(a) You agree to pay to Us:

- ✚ interest on all outstanding charges calculated daily at the rate equal to Bank South Pacific Ltd standard business overdraft rate plus 2%. Interest will be payable from the expiry of 14 days from the date on which you were required to pay the money to the date of payment. Payments received will be credited against any accrued but unpaid interest; and
- ✚ our costs of recovering or attempting to recover from you outstanding charges, including any mercantile agent's costs, and legal costs on a full indemnity basis if we are successful in our legal action against you; and

(b) We shall be entitled to list your payment default/s with the Credit Reference Association or any other relevant credit reference organizations, which you acknowledge may affect your credit rating.

## **6. LOSS OR DAMAGE COVER**

6.1 We do not provide Loss or Damage Cover on any of our Vehicles, except otherwise stated in this RA or any other agreement. Normal Compulsory Third Party (CTP) insurance only.

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## 7. EXCLUSIONS TO COVER AND LIABILITY

7.1 You must always pay the cost:

- ✚ damages or loss caused to the Vehicle or third party property as a result of you breaching the RA;
- ✚ damages or loss arising from Theft, where the Vehicle was unlocked or unsecured or you have not kept the keys secure;
- ✚ damages or loss where the Vehicle is totally or partially immersed in water;
- ✚ damages or loss to the interior of the Vehicle, which requires professional cleaning, deodorizing or repair;
- ✚ damage or loss to the tyres, such as punctures, cuts, abrasions or to the windscreen such as chips, cracks and stars;
- ✚ damage or loss caused by use on construction sites, mines and unsealed roads;
- ✚ overhead damage being damage or loss sustained to the Vehicle or any other property caused by driving the Vehicle into or under any object of the same or a greater height than the base of the Vehicle's front windscreen, or damage caused by persons placing objects on the roof of the Vehicle;
- ✚ damage or loss caused to any part of the pantech or box section or convertible roof;
- ✚ damage or loss to the undercarriage of the Vehicle or to any other property arising from contact between the undercarriage and any object, obstruction or road surface regardless of cause;
- ✚ damage or loss to the tailgate lifter, ramps and associated equipment during usage of those items;
- ✚ damage or loss to the Vehicle or third party property caused by you failing to secure properly any load or equipment;
- ✚ damage or loss caused to the Vehicle or third party property by loading or unloading to or from the Vehicle;
- ✚ damage or loss to the Vehicle deliberately caused by you or by you using the Vehicle in a dangerous or reckless manner;
- ✚ damage or loss to the Vehicle whilst being transported, ferried or towed without our authority, or whilst the Vehicle is taken off the mainland or across any waterway whatsoever or used in any unauthorized area;
- ✚ the cost of towing or salvage of the Vehicle in or from a remote or sparsely populated area;
- ✚ damage or loss caused to the Vehicle through the use of snow chains or roof racks;
- ✚ costs or expenses incurred including legal cost (on a full indemnity basis) and interest as a result of your failure to deliver immediately every summons, complaints, demand or notice in relation to any loss or damage;
- ✚ damage or loss of any personal property owned by you (or any relatives, associates, passenger or any person known to you) or any third party, including personal property left in the Vehicle, or any property received, handled or stored by us at any time, except to the extent that such damage or loss is caused by our negligence or willful default, in which case clause 9.2 applies;
- ✚ your death or personal injury or the death or personal injury of any other person except to the extent that it is caused by our negligence; and
- ✚ damage or loss suffered by us as a direct or indirect result of you providing false information, or engaging in any fraudulent activity, in respect of your hire of the Vehicle or your dealings with any law enforcement officer or other authority during the hire period, and reserve the right to recover an amount from you in respect of such losses.

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## 8. TERMINATION

- 8.1 We may terminate the RA at any time if you commit a material breach of the RA.
- 8.2 You may terminate the RA at any time for any reason.
- 8.3 If the RA is terminated earlier for any reason, you agree to pay rental charges that reflect the actual duration of the rental. Such charges may be higher than those that apply for a longer rental period.

## 9. GENERAL PROVISIONS

### 9.1 Your Rights

Certain State and Commonwealth legislation, including the Trade Practices Act, imply Warranties or conditions or impose obligations which cannot be excluded, restricted or modified except to a limited extent. These Terms and Conditions do not purport to exclude any statutory rights available to you and must in all cases be read subject to those statutory provisions. If you wish to find out more about your rights as a consumer, you can contact consumer organizations and bodies such as the Independent Competition and Consumer Commission (ICCC) or any regional fair trading authorities. Nothing in this clause 9 is intended to reduce or prejudice the statutory rights available to you.

### 9.2 Liability

(a) Whenever we are permitted to limit our liability under State and/or Federal statute for breach of an implied condition or warranty, our liability is limited to, at our option, the replacement, repair or re supply of the Vehicle or the reimbursement of the Rental Charges.

(b) Unless we or one of our employees acting in the course of their employment is negligent, and subject to your statutory rights as referred to in clause 9.1, we are not liable to you for any loss, damage, costs, expenses, damages (including for loss of use or enjoyment) or any other liabilities resulting from:

- ✚ Any accident, breakdown or any other failure of the Vehicle; or
- ✚ Loss of or damage to your or anyone else's personal property, which includes, without limitation, personal property left in any Vehicle or brought onto our premises; or

(c) Without limiting the foregoing, to the maximum extend permitted by law, we will be liable to you for any direct, special, incidental or consequential damage, or loss of profits or loss of earnings, suffered by you or any other person due to any breach of this RA by us and you release and indemnify us (including legal cost) from any such claim.

### 9.3 Our Rights

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- ✚ We reserve the right to refuse future hire of another vehicle to you following any incident or accident or where you have breached a term of this RA.
- ✚ We reserve the right to refuse future hire of any optional accessories or equipment (such as baby seats) to you, if you damage, destroy or lose the unit on rent to you.
- ✚ None of our rights under this RA may be waived except in writing by one of our officers.

**9.4 Interpretation**

- ✚ References in clauses 6, 7, 8 and 9 to “you” or “your” shall include the Hirer and all Authorized Drivers in the RA.
- ✚ Where “you” are more than one person your obligations under this RA are joint and several. “Person” includes a company.
- ✚ Words used in this RA and/or noted on the RA include all genders and singular words include plural.
- ✚ Hirer means the person/company named in the RA as the Hirer and any person/company who provides a credit/or payment Authority to us. In hiring the Vehicle you confirm that you have read, understood and accepted these terms and conditions. Capitalized terms have the same meaning as given to those terms in the RA.
- ✚ In this RA where we are required or entitled to exercise our “opinion” or “discretion”, or to “consider”, or make a “determination”, we will act reasonably in doing so and this RA is to be read in that way.

**9.5 Miscellaneous Provisions**

- ✚ No Hirer, driver or passengers in the Vehicle shall be deemed to be our agent, servant or employee, in any manner or for any purpose whatsoever.
- ✚ You warrant that all information supplied in connection with this RA, whether before or after the date hereof, is or shall be true and correct in all respects, and that you will immediately notify us of any such changes.
- ✚ This RA is governed by the laws of the Independent State of Papua New Guinea currently in force at the time of this RA and you submit to the non-exclusive jurisdiction of the Court of Papua New Guinea.

**9.6 Privacy**

- ✚ We are committed to protecting your privacy. Where any information comprises “personal information” as defined under the Privacy Act, it will be handled in accordance with our Privacy Policy. The Privacy Policy contains information on how to access your personal information. We may use the information provided by you for the purpose of providing communications (including marketing). If you do not wish to receive marketing communications from us, please contact us at [admin@manpower.com.pg](mailto:admin@manpower.com.pg) and include name and address and we will not send you any further marketing communications.

**10. DETAILS OF VEHICLE & HIRE**

**11. RENTAL CHARGES**

Hire Date: .....

Hire Days:.....

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Make: .....  
Rego No: .....  
Vehicle Colour: .....  
VIN: .....  
Hirer: .....  
.....  
.....

Driver Name: .....  
Licence Number: .....  
Licence Class: .....  
Expiry Date: .....  
Contact Details: .....  
.....  
.....  
.....

MV Return Date: .....  
Fuel Reading On Delivery:.....  
Odometer Reading On Delivery: .....

Rate Per Day: .....  
Amount Payable: .....  
After Use Detailing Cost:.....  
Repair Quote: .....  
Less Security Deposit: .....  
Final Amount Payable: .....

**Payment Details**

Cash    Cheque    Govt ILPOC  
Purchase Order            Other

Details: .....  
.....  
.....  
.....  
.....  
.....

MV Returning Location: .....  
Fuel Reading On Return: .....  
Odometer Reading on Return: .....

**12. VEHICLE CONDITIONS REPORT**

**Condition of Vehicle before Hire:**  
(note here any dents, scratches, etc)

**Condition of Vehicle after Hire:**  
(note here any dents, scratches, etc)

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**4x4 Toyota Land Cruiser Troop Carriers, 4x4 Toyota Land Cruiser 5 Door Station Wagons, 4x4 Toyota Land Cruiser Pickup Utes, 4x4 Toyota Hilux 5<sup>th</sup> Element Dual Cabs, 4x4 Ford Ranger XLT Dual Cabs, 4x4 Mazda Bravo BT50 Dual Cabs, Honda CRV Station Wagons & Toyota Camry Sedans**

**P.O. Box 254, Port Moresby, NCD, Telephone (+675) 323 7654, Facsimile (+675) 311 3704  
Mobile (+675) 7272 6361/7647 2724, E-mail: mercy@global.net.pg**

*“ A CAR RENTAL COMPANY WITH YOU IN MIND “*



I/We the above-mentioned organization or individual agree to pay a rent amount of K..... per day as of today..... and all other charges arising from this transaction, and agree to abide by all of the terms and conditions to this Agreement (RA).

Name:..... Signature: .....

Date: ..... Time: .....

**2. Company/or Our Representative:**

We acknowledged Receipt of K..... as security deposit (if applicable) against this transaction and to the best of our knowledge deliver to the hirer the said Vehicle in the same state as that described in the “Vehicle Conditions Report”.

Name:..... Signature: .....

Date: ..... Time: .....

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**4x4 Toyota Land Cruiser Troop Carriers, 4x4 Toyota Land Cruiser 5 Door Station Wagons, 4x4 Toyota Land Cruiser Pickup Utes, 4x4 Toyota Hilux 5<sup>th</sup> Element Dual Cabs, 4x4 Ford Ranger XLT Dual Cabs, 4x4 Mazda Bravo BT50 Dual Cabs, Honda CRV Station Wagons & Toyota Camry Sedans**

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