

RENTAL VEHICLE CONTRACT - TERMS AND CONDITIONS

1. INTERPRETATIONS AND DEFINITIONS

- 1.1 This rental contract (hereinafter referred to as the "rental contract") between the Owner identified on page 1 (hereinafter referred to as "the Owner") and the Hirer/s comprises these terms and conditions numbered 1-15 inclusive and all documents and invoices which refer to or incorporate these terms and conditions.
- 1.2 In this contract the following expression shall have the following meanings:
- a) "The Owner" means the Owner identified on page 1, its licensees agents, servants, employees and successors in title.
 - b) "The Hirer/s" means any person who signs this contract or any person who presents a charge card for payment for or on behalf of the Hirer/s.
 - c) "The Vehicle" means the vehicle described overleaf or any other replacement vehicle provided to the Hirer/s by the Owner including all tools, accessories or component parts of the vehicle
 - d) "Commencement Date" means the start of the rental period defined as the date out and time out appearing overleaf.
 - e) "Expiry Date" means the time the vehicle is due for return to the Owner as defined by either the due return date and time or the "extended due return date and time" appearing overleaf.
 - f) "Damage or Loss" means any damage to or loss of the vehicle including all accessories and any direct or indirect costs, fees or expenses incurred as a result of damage, loss or theft and includes but not limited to:
 - i) The cost of repairs to or replacement of the hired vehicle or the market value of vehicle at the time of loss whichever is the lesser whether caused by the Hirer's negligence or not, by theft or howsoever caused:
 - ii) Other associated cost including towing, storage, recovery costs (including solicitor's fees on a solicitor and client basis) assessing fees, administration fee, claim handling expense fee;
 - iii) Rental lost by the owner calculated at the rate referred to overleaf less 10% thereof, for the period during which the owner, at its reasonable discretion, cannot hire the vehicle due to any loss or damage.
 - g) "Liability Fee" means a non-waivable fee (sum of money) payable by the Hirer/s to the Owner in the event of loss, damage, theft or other in accordance with these terms and conditions.
 - h) "Deposit" means amount chosen by the hirer at commencement of hire and held by the company for any damage or loss arising out of use of the motor vehicle and/or breaches of this contract.

2. VEHICLE CONDITION AND RETURN

- 2.1 The vehicle is delivered to you in good operating condition and with the seal of the odometer unbroken. You agree to return the vehicle in the same condition (except for ordinary wear and tear NOT INCLUDING TYRE/TUBE DAMAGE AND WINDSCREEN DAMAGE), together with all tools, tyres, accessories and equipment to the location specified on Page 1 and on the date and time there specified (or sooner, if demanded by the Owner). The Owner may take possession of the vehicle without demand and at your expense, if it is illegally parked, used in violation of the law or of this contract or if it is apparently abandoned. If the seal of the odometer is broken the persons responsible will be reported to the appropriate authority and you are responsible for extra charges based on 500 kilometres per day at 50¢ per kilometre. Note: The Owner must be notified and agree to any extension of the period of hire beyond that stated on Page 1 of this contract at least 48 hours in advance of the return date and time or the vehicle will be immediately reported stolen. In the event the Vehicle is returned to an office of the Company which is not attended at the time, the expiry date of the contract shall not be prior to the date on which the office next opens for business.
- 2.2 Condition of Vehicle: The Hirer/s acknowledges that the vehicle is in good condition and that it is The Hirer/s obligation to notify The Owner of any defects, damage or the like to the vehicle prior to The Hirer/s removing the vehicle from The Owner's premises, or any other Owner-nominated location.
- 2.3 If a vehicle is not returned to the location as specified on the face of this contract, Tow Fees will apply as follows:
 - a) A radius of 10 Kms \$88-00.
 - b) From Helensvale to Coolangatta Airport \$119-00.
 - c) From Tweed Heads to Brisbane Airport \$273-00.In addition to these costs, The Hirer/s will also be charged all additional Parking Fees, Toll Charges and any other costs associated with the return of the vehicle to the owners depot as specified on the face of this agreement.
- 2.4 If the Rented Vehicle is left at another premise without the consent of the owner in writing the Hirer/s will immediately and irrevocably be charged the minimum sum of \$3500-00.
- ## **3. RENTAL**
- 3.1 Subject to the terms and conditions of the rental contract, the Owner grants to the Hirer/s the right to use the vehicle given to the Hirer/s for the prepaid period commencing on the commencement date and expiring on the expiry date or the termination of the rental whichever is the earlier.
- ## **4. PAYMENT OF CHARGES**
- 4.1 The Hirer/s agrees to pay the Owner on demand at the Owner's address as stated overleaf (after due allowance for any pre-payments) the aggregate of:-

- a) All monies payable in respect of the use of the vehicle (whether a daily rental charge, time or Km charge, late fee or penalty or any other charge);
 - b) All monies payable by the Hirer/s for any loss or damage in respect of which the Owner indemnify the Hirer/s in accordance with clause 11.2 hereof;
 - c) Fuel supplied for the vehicle by the Owner (minimum charge for return with lesser fuel \$30.00 per quarter tank or part thereof) where an arrow denotes fuel out and a circle denotes fuel when returned at expiration of the hire plus the hourly rate for an employee who goes to fill the fuel.
 - d) All fines, penalties or charges imposed on the Owner as a result of the use of the vehicle by the Hirer/s;
 - e) All other monies howsoever payable by the Hirer/s to the Owner in accordance with these terms and conditions, including, but not restricted to, additional charges as a result of your non-payment.
- 4.2 If Road Directories are supplied for a rental, they must be returned to the Reception Desk at conclusion of the rental. Directories that are not returned will be charged at \$50.00 each.
- 4.3 In calculation of the Kilometer charge the Km driven shall be measured from the odometer installed in the vehicle.
- 4.4 The Hirer/s hereby irrevocably and unconditionally authorises the Owner to charge any credit or charge card nominated by the Hirer/s for that purpose with all charges referred to above and all charges payable in accordance with this contract and in the event such charges are not met by the credit provider within 7 days of such charges being claimed by the Owner the Hirer/s shall pay same to the Owner on demand. The Hirer/s remains personally liable for all charges under the rental contract and any legal costs incurred in the recovery of such charges should the Hirer/s fail to pay such charges.
- 4.5 The Owner may charge the Hirer/s credit or charge card from time to time and regardless of any time limit imposed by bank or institution.
- 4.6 Should the cardholder not be the Hirer then, in consideration of the Owner renting to the Joint Hirer, the cardholder/guarantor agrees to be bound by the provision of clause 4.4 hereof.
- ## **5. UNAUTHORISED AND PROHIBITED USE**
- Persons who must not drive the vehicle:
- a) A person who is not licensed for that class of vehicle.
 - b) A person whose blood alcohol concentration exceeds the lawful percentage.
 - c) A person who has given or for whom you have given a false name, age, address or driver's licence details.
 - d) A person whose driver's licence has been cancelled, endorsed or suspended within the last three years.
 - e) A person who has held a driver's licence for less than one year or a person who holds a learners licence.
 - f) A person who is not identified on Page 1 or has not been identified in writing to the Owner or approved by the Owner in writing on this contract.
- Circumstances in which and/or for which the vehicle must not be used:
- g) Outside the area of use limitations shown on Page 1. Maximum limit 30Km from depot unless specified therein at the commencement of hire.
 - h) On unsealed roads or off road conditions.
 - i) To carry persons for hire or to carry any inflammable, explosive or corrosive materials.
 - j) To propel or tow any vehicle, trailer, boat or other object unless the Owner has authorised such use in writing.
 - k) To carry any greater load and/or more persons than is lawful.
 - l) For racing, pacemaking, reliability trials, speed trials, hill climbing or being tested in preparation for those purposes.
 - m) In a dangerous manner.
 - n) In contravention of any State Road Traffic Regulation or any illegal purpose.
 - o) To carry any animal or pet in the vehicle unless authorised in writing or on the face of this contract.
 - p) IF THE VEHICLE IS DRIVEN BY AN UNAUTHORISED DRIVER NOT NAMED OR STIPULATED IN THIS CONTRACT, AN IMMEDIATE AND IRREVOCABLE PENALTY OF THE STATED DEPOSIT APPLIES. NO EXCEPTIONS. DO NOT GIVE YOUR HIRE VEHICLE TO UNAUTHORISED PERSONS BECAUSE YOU ARE GUARANTEED TO LOSE YOUR DEPOSIT.
- ## **6. USE OF VEHICLE**
- 6.1 The Hirer/s warrants as being over the age of 18 years old and holds a current drivers licence (other than a learners licence) which is valid in the place of hire and for the vehicle hired.
- 6.2 The Hirer/s pledges to have never been convicted of any motoring offence relating to driving a motor vehicle and has never had a licence suspended during the past five years.
- 6.3
- a) That the vehicle shall not be driven by any person who is not approved by the Owner in writing
 - b) To use and drive the vehicle in accordance with all applicable laws and regulations and to drive and maintain the vehicle in a cautious and prudent manner;
 - c) Not to drive the vehicle when under the influence of any alcohol or drugs or with a blood alcohol level greater than the minimum prescribed concentration level

as permitted by law applicable to the place in which the vehicle is driven and the Hirer/s shall upon demand by police submit to and not refuse a breath or blood analysis test as directed by a member of the police force;

- d) Not to use the vehicle for the conveyance of passengers for reward;
- e) Not to use the vehicle for illegal purpose or in any race or speed test or for the carriage of any inflammable liquids or explosives and shall not carry a load in excess of that recommended by the manufacturer for that vehicle;
- f) Not to use the vehicle in any hazardous situations such as bush fires or floods;
- g) Not to use the vehicle on any unmade or unsealed roads and surface or in any area where any regulatory authority or other person or entity requires every vehicle to carry snow chains or in other conditions which are unsafe or unsuitable for the vehicle.
- h) Not to use the vehicle outside the maximum distance permitted from the place of hire as agreed to overleaf ("radius" and "area of use" as stipulated overleaf);
- i) To return vehicle to the Owner in the same conditions in which it was subject only to fair wear and tear and that by taking the vehicle the Hirer/s acknowledges that the vehicle is in good order and condition and suitable for the purpose, use or operation required by the Hirer/s and the Hirer/s acknowledges that there has been no reliance or advice or representations made by the Owner;
- j) That by taking the vehicle by the Hirer/s acknowledges that he/she has inspected it and at the time of receipt of the vehicle by the Hirer/s and inspection by the Hirer/s it was in good condition and fit for the purpose for which it was required by the Hirer/s and the Hirer/s acknowledged that there has been no reliance or advice or representations made by the Owner in relation to the vehicle. For the purpose of clause 11.1 it is agreed that any damage to the vehicle at the commencement of rental is noted as "Existing Damage on Vehicle" on the attached "Vehicle Condition Report". Any damage so noted shall be conclusive proof of such damage to the hired vehicle. The cost of repair of any damage, other than that noted as pre-existing damage, shall be deemed loss or damage for the purposes of clause 1.2(f) hereof.
- k) To keep the vehicle adequately secured, to keep sufficient oil in the engine sump gearbox and differential, to keep sufficient water in the radiator and sufficient air in tyres, and maintain all fluid level for the duration of the hire. The Hirer/s is solely responsible for all damage resulting from engine overheating and should the engine seize because of overheating, the Hirer/s shall pay the cost of new replacement engine and fitting, and any consequential loss of income;
- l) Not to abandon or part with possession of vehicle in the event of mechanical problem or breakdown;
- m) Not to tamper or allow the odometer to be tampered with;
- n) Notwithstanding any provision of this contract to the contrary the Hirer/s has entered into this contract and will use the vehicle for his own purpose and not that of the Company.

7. YOUR RESPONSIBILITY FOR LOSS OR DAMAGE

- 7.1 YOU ARE RESPONSIBLE FOR AND AUTHORISE THE OWNER TO DEBIT YOUR CREDIT CARD/DEPOSIT (AND YOU WILL PAY ON DEMAND ANY BALANCE) WITH THE VALUE OF DAMAGE OR LOSS TO THE VEHICLE (INCLUDING LOSS OF USE DURING REPAIR TIME) ARISING OUT OF THE FOLLOWING CIRCUMSTANCES:
- (a) Where the vehicle is involved in a single vehicle incident (or not under the control of an authorised Hirer at the time of loss) unless the Company waives such loss to a single vehicle incident liability amount shown on Page 1 (which amount will apply in addition to the standard liability charge note on Page 1). A single vehicle incident is defined as any incident where the vehicle suffers loss or damage as a result of an impact with any or all objects whether animate or inanimate except another vehicle which can be fully identified and all details provided by the Hirer/s.
 - (b) Where the underbody of the vehicle is damaged regardless of cause when no other vehicle is involved.
 - (c) Where the vehicle is totally or partially immersed in water regardless of cause.
 - (d) Where the interior of vehicle is damaged regardless of cause.
 - (e) Where the tyres of the vehicle are damaged other than normal wear.
 - (f) Where the vehicle is damaged by driving it under or into an object lower than the height of the vehicle.
 - (g) Where you have failed to maintain all fluid and fuel levels or failed to immediately rectify or report to us any defect of which you become aware.
 - (h) Where the vehicle is damaged by loading or unloading other than normal wear.
 - (i) Where the vehicle interior or exterior is damaged while under the care and control of the Hirer/s.
- 7.2 **Windscreens:** The Hirer/s is totally liable for all damage including breaks and chips to the windscreens, glass and mirrors of the vehicle. Stone chips incurred during the rental will be charged at ninety-nine dollars (\$99) each and all cracks in the windscreen will render The Hirer/s liable for the cost of a replacement windscreen.
- 7.3 **Punctures and Flat Tyres:** The Hirer/s is totally responsible for all tyre damage, punctures and flat tyres. The minimum cost for the repair of a puncture or flat tyre is forty dollars (\$40) and this is due and payable immediately upon return of the vehicle.
- 7.4 **Accidents:** All accidents must be reported to the police immediately. Failure to report accidents to the police, and complete the owner's forms for accidents and collisions, within 24 hours of the incident will render all cover for the liability null and void. All accidents attract an administration fee of \$110.00. The Hirer/s liability for damage applies in respect of each separate accident or incident, not each rental
- 7.5 If a vehicle is returned with any damage the cardholder/s will automatically and immediately be charged for such damages as assessed by the Owner's nominated

repairer and such damage repaired at the Owners discretion.

- 7.6 Returned vehicle will only be considered to have been checked in once they have been inspected after being detailed and cleaned and all soft topped canopies returned to their original position on the vehicle.
- 7.7 **LOSS OF DEPOSIT:** The Owner reserves the right to claim the Hirer/s full deposit at its sole discretion if, in the opinion of an Officer of the Owner, the Hirer/s has breached conditions or warranties of this contract or if the conduct of the Hirer/s leads an Officer of the Owner to believe that the Hirer/s may prejudicially affect the Owner interests or if the Hirer/s takes the vehicle out of the Authorised Zone of Rental, or off road or on gravel roads or sandy soil. In the event of the Hirer/s supplying and authorising use of his/her credit card as deposit, the amount of the deposit will be deemed to be as stipulated on the face of this contract and the Hirer/s credit card will automatically and irrevocably be debited for the stipulated sum as compensation towards any subsequent costs which may arise at a later date.
- 7.8 **REMOTE KEYS/GPS:** Loss or Damage of Remote Keys/GPS incurs a minimum charge of \$585
- 7.9 **AIRPORT TIMES:** Any change in Airline arrival and departure times must be confirmed in writing at least 48 hours in advance. Failure to advise this office of changes to your times, as stipulated on your booking form or herein, will render the service void and all communications, charges and complaints should be addressed to your relevant airline and not this office.

8 PERIOD OF RENTAL

- 8.1 The expiry date for the rental of the vehicle shall be the "due return date and time" or the "extended due return date and time" appearing overleaf as authorised by the Owner. The vehicle must be returned to the Owner on or before the expiry date to the address appearing overleaf during the hours the Owner is open for business. The Hirer/s shall be liable to the Owner for the loss of revenue for any pre-arranged bookings lost as a result of the Hirer/s's failure to return the vehicle by the expiry date & time, alternatively if no bookings are lost the Hirer/s shall pay an hourly late fee equivalent to one third of the daily rental for each and every hour late. 48 hours notice required for any extensions. Should the late return of a vehicle result in the loss of a booked rental then The Hirer/s will be liable for the full amount of that booked rental and The Hirer/s will not be entitled to the use of the vehicle during that period.
- 8.2 **Breakdown:** If the vehicle breaks down during the period of rental The Owner will attempt to supply a replacement vehicle provided the vehicle is first returned to The Owner's premises and it is found that The Hirer/s has not in any way caused the breakdown of the vehicle. The Owner however will not be liable for any cost or damages or alternate travel arrangements or any form of compensation to The Hirer/s irrespective of the cause of the breakdown and irrespective of whether an alternative vehicle can be supplied. The Owner will also be entitled to a \$66 service Call fee where nothing is found to be wrong with the vehicle or that no due care has been taken by The Hirer/s to start the vehicle.
- 8.3 **Replacement vehicle:** Should the Owner at its own discretion replace the original vehicle hired for whatever reason, the replacement vehicle will be charged at the current daily brochure rate for that vehicle, irrespective of the original agreed rate for the original vehicle. The Hirer/s may decline the offer of a more expensive replacement vehicle at which time the contract will be terminated and the Owner will not be liable in anyway whatsoever to the Hirer/s. If for any reason the Hirer/s chooses to take a replacement vehicle, the Hirer/s will pay \$50.00 for cleaning and preparation charges and the Hirer/s will immediately and automatically be charged on their credit card the current daily rate from the commencement of replacement until the end of the hire period.
- 8.4 If no vehicle of the similar class is available, then extra charges will apply for upgrading the vehicle to whatever class of vehicle may be available at that time and no refunds given. A signature for acceptance of a replacement vehicle will be deemed as acceptance of a replacement charge and the relevant fees will apply immediately and automatically and such charges will be charged to Hirer/s' Credit Card. Liability/excess on upgraded/new vehicles will automatically be adjusted to the higher rate.
- 8.5 The Owner shall be entitled to terminate the rental and take all action howsoever necessary to repossess the vehicle at the cost and expense of the Hirer/s (including but without limitation entering upon any property where the Owner believes the vehicle may be situated) in the following circumstances:-
- a) Where the Hirer/s is in default or breach of his obligation under this rental contract;
 - b) Where any information furnished by the Hirer/s is found to be incorrect or misleading;
 - c) Where the vehicle is not returned by the expiry date & time unless the Owner has consented in writing to the extension thereof;
 - d) Where the Owner is of the opinion that damage or injury may occur through the continued use of the vehicle.
- The Hirer/s shall remain liable for all costs and expenses incurred by the Owner and the Hirer/s indemnifies and agrees to keep indemnified the Owner in respect of all costs and expenses incurred as a direct or indirect result of the termination of the rental of a vehicle.
- 8.6 The Hirer/s shall return the vehicle to the Owner at the return location designated on the face of this contract by the expiry time in the same condition as it was at the commencement of the rental subject only to the fair wear and tear as determined by the Owner.
- 8.7 The Hirer/s shall return the vehicle during the hours the Owner is open for business unless alternative arrangements are agreed in writing. Without limiting 8.6 herein, where the Hirer/s returns the vehicle to an agreed return location other than that of

business premises or where the vehicle is returned to the return location outside business hours then the vehicle is deemed for all purposes of this contract to be returned when the Owner actually takes physical possession of the vehicle.

- 8.8 If the Hirer/s returns the vehicle to any location other than the return location designated on the face of this contract then the Hirer/s shall be in breach of this contract and liable for payment of the liability fee referred to in 11.6.
- 8.9 **Funds recovered from third parties:** Where Hirer/s have paid liability reduction and the Owner has recovered funds, then the Owner may, at its discretion, refund part of or all funds recovered from the third party less any loss and damage not recovered from the Hirer/s and as determined by the Owner. The Owner is not responsible for pursuing any claims.

9 FINANCIAL OBLIGATIONS

Special Note: Joint Hirer/s and all driver/s are jointly and severally responsible under this contract. YOU ARE RESPONSIBLE FOR AND BY ENTERING INTO THE CONTRACT ON PAGE 1 YOU AUTHORISE THE OWNER TO DEBIT YOUR CREDIT CARD/DEPOSIT (and you will pay on demand any balance) THE FOLLOWING CHARGES:

- a) All rental charges specified on Page 1.
- b) All charges claimed from the Owner in respect of parking or other traffic violations incurred during the period of hire or until such time as the vehicle is returned to the Owner.
- c) All loss or damage to the motor vehicle (including loss of use/rental), Third Party Damages, legal expenses, assessment fees, towing and recovery, storage and Owner service charges where
 - i) any condition of this contract, or any special condition on Page 1 has been breached;
 - ii) the vehicle is involved in a single vehicle incident (or not under the control of an authorised Hirer/s at the time of loss) unless the Company waives such loss to a single vehicle incident liability amount shown on Page 1 (which amount will apply in addition to the standard liability charge noted on Page 1). A single vehicle incident is defined as any incident where the vehicle suffers loss or damage as a result of an impact with any or all objects whether animate or inanimate except another vehicle which can be fully identified and all details provided.
 - iii) you have left the vehicle unlocked or left the keys in the vehicle;
 - iv) you have not kept the key secure and under your personal control;
 - v) the underbody of the vehicle is damaged regardless of cause when no other vehicle is involved;
 - vi) the vehicle is totally or partially immersed in water regardless of cause;
 - vii) the interior of the vehicle is damaged regardless of cause when no other vehicle is involved;
 - viii) the tyres of the vehicle are damaged other than by normal wear;
 - ix) the vehicle is damaged by driving it under or into an object lower than the height of the vehicle;
 - x) you have failed to maintain all fluid and fuel levels or failed to immediately rectify or report to us any defect of which you become aware;
 - xi) the vehicle is damaged by loading or unloading, other than normal wear;
 - xii) your failure to secure properly any load or equipment which leads to loss caused by any part of said load or equipment;
 - xiii) where the interior or exterior of a vehicle is damaged while under the care and control of the Hirer/s irrespective of cause of such damage.
- d) **Parking fines and other delayed costs:** The Owner will be entitled to a \$110 administration fee for processing each and every parking fine and/or any other government / statutory authority and/or Motorways fine received and any subsequent cost incurred during the period of rental will also entitle the owner to a further \$95 for each additional enquiry.
- e) The Hire/s and/or Credit Card Holder/s irrevocably authorises the Owner, prior to driving the vehicle to process his/her Credit Card or Vouchers, if any, for failure and/or refusal to settle any outstanding payments per the Contract at the termination and/or expiry of the hire period and such charge will immediately be made by the Owner in either one single transaction or, at the Owner's discretion and should the need arise, in a series of transactions.
- f) All vehicles are clean and detailed prior to hire. Vehicles should be returned in the same or similar state. Vehicles returned in a filthy state will attract a minimum excess cleaning fee of \$120.00. Please return the vehicle in as clean a condition as you collected it. Further, if the interior is returned wet then The Hirer/s will be liable for a fee equivalent to the loss of 3 days rental.

10 DAMAGE COVER

If you act within the terms and conditions of this contract the Owner will grant damage cover (including legal costs incurred with our consent) for your benefit in respect to damages to the hired vehicle other than any property owned by you (or any friend, relative, associate or passenger) or in your physical or legal control. This cover is subject to:

- a) Your payment (per incident) of the damage/loss of use/liability charge stated on Page 1.
- b) Your not having acted or having caused any other person to have acted in any manner which is in contravention of this contract including special conditions of page 1
- c) Your not being covered under any policy of insurance.
- d) Your providing such information and assistance as may be requested and, if

necessary, authorising the Owner's insurer to bring, defend or settle legal proceedings, but the Owner shall have sole conduct of the proceedings.

11 DAMAGE OR LOSS

- 11.1 Subject to 11.2 below, the Hirer/s is liable for loss, damage, theft or injury howsoever caused to the vehicle or any other person or property or to the Owner as a result of the use of the vehicle by the Hirer/s including without limitation all loss of rental income which could have been received by the Owner in respect of the vehicle and the Hirer/s agrees to keep the Owner indemnified in respect of all claims, costs and expenses arising from such loss, damage, theft or injury howsoever caused.
- 11.2 In consideration of the liability reduction fee being pre-paid by the Hirer/s as part of the rental charge, and upon the payment of the "liability fee" referred to in clause 11.5 of this contract, the Owner shall indemnify the Hirer/s in respect of any liability the Hirer/s might have to the Owner in respect of loss, damage or theft to the other vehicle. Standard liability cover is Third Party Property Damage (TPPD) only.
Exclusion: Such indemnity shall not apply, and the Hirer/s shall remain liable for all loss, damage, theft or injury in one of the following events:-
- a) Where the Hirer/s is breach of any obligations contained or implied in this rental contract;
 - b) Where loss or damage to the vehicle occurs to the undercarriage of the vehicle, overhead at or above its roof level, to the tyres, windscreen, interior or exterior of the vehicle or any other loss or damage caused to the vehicle which is not caused as a result of a motor vehicle accident involving another vehicle to which loss or damage to the hired vehicle was occasioned, including Single Vehicle/ Animal Damage;
 - c) Where damage occurs as a result of the use of the vehicle on any unsealed or unmade road or any unauthorised area or any area other than sealed public road;
 - d) Where loss damage results from any property stolen from the vehicle or left in the vehicle at any time during the rental;
 - e) Where loss or damage results from the vehicle being stolen in circumstances where the keys to the vehicle were not in possession of the Hirer/s;
 - f) Where loss or damage results through negligence or undue care and attention by the Hirer/s;
 - g) Where the Hirer/s has been refused motor insurance or continuation of such insurance by any insurer for any reason whatsoever;
 - h) In the event that the Hirer/s fails or refuses to pay the Owner the liability fee referred to in clause 11.5 of this contract immediately following such loss, damage, theft or injury;
 - i) Where the liability of the Hirer/s for loss, damage, theft or injury is indemnified under a private policy of insurance held by the Hirer/s in which event the Hirer/s hereby irrevocably authorises the Owner as its agent to claim and recover amounts payable under that policy of insurance.
 - j) Storm/hail damage, animal damage, collision with any inanimate objects, terrorism, revolutionary acts, flooding, loss arising from failure of and/or effect of fault in vehicle design or specification and any act of God, is not covered by any provisions of this contract. However, storm/hail damage and animal damage ONLY may be covered on payment of an additional Extra Liability Reduction Premium (ELRP) at the commencement of this rental contract.
 - k) Standard liability, if chosen, only provides Third Party Property Damage (TPPD) to the other vehicle and the Hirer/s remains liable for any damage to the company's vehicle.
- 11.3 a) In the event of any loss or damage to the vehicle or to any other property or in the event the vehicle is involved in any accident or is stolen the Hirer/s shall immediately report such loss or damage or accident or theft to the Owner and to the appropriate authorities and shall thereafter complete all reports and statements and comply with all requests of the Owner to provide assistance in any litigation or investigation relating to such damage, accident, loss or theft including but not limited to giving assistance in any court proceedings by the giving of court evidence by the Hire/s with the Hirer/s to bear all expenses of giving such evidence;
- b) The Hirer/s shall not admit liability or make offer of settlement, release, indemnity or payment in connection with loss, damage or accident;
 - c) With limiting the generality of the foregoing the Hirer/s authorises the Owner to take whatever action the Owner may deem necessary at its sole cost and expense to recover monies from any person or entity as a result of any loss or damage to or accident involving the vehicle or to defend any proceedings or claims made as a result of any loss, damage or accident whether in the name of the Owner or the name of the Hirer/s.
- 11.4 The Hirer/s acknowledges and agrees that he or she is not an agent, servant or employee of the Owner in any event or for any purpose whatsoever including, but not limited to, driving or controlling the vehicle hired or the existence of this contract between the Hirer/s and the Owner.
- 11.5 Liability Fee: Notwithstanding anything to the contrary herein contained and with particular reference to clause 11.2 hereof, in the event of loss, damage, theft or injury to the vehicle or any other person or property the Hirer/s shall immediately pay the Owner a minimum non-refundable "liability fee" for each separate incident resulting in any loss, damage, theft or injury, irrespective of the cost of repairs, as agreed overleaf under the heading "Damage /Loss of Use /Liability".
- 11.6 Notwithstanding the provisions of clause 11.5 hereof, where the damage or loss arises in circumstances where no other vehicle was involved in the incident resulting

in loss or damage, or in the event of a vehicle being stolen while under the care of the Hirers, the Hirer/s remain liable for the minimum sum of \$3,500.00. This clause includes single vehicle/animal damage to the hired vehicle.

- 11.7 The liability fee shall be paid within 24 hours of the incident and/or demand being made. Therefore time shall be of the essence in relation to the provisions of this clause. Should such payment not be made within the said 24 hours then without further notice to the Hirer/s, the Hirer/s shall lose the benefit of clause 11.2 hereof.
- 11.8 It is agreed between the parties that any sum recoverable by the Owner as against the Hirer/s may be recovered as a liquidated debt.
- 11.9 **ASSESSMENT OF LOSS OR DAMAGE.** It is agreed that any damage to the vehicle at the time of rental is noted on the face of this contract overleaf as "Existing Damage" or as the attached vehicle condition report. Any damage so noted shall be conclusive proof of such damage. Any damage upon either the return of the vehicle, termination of the rental or repossession of the vehicle other than that noted as "Existing Damage on Vehicle" at the time of rental shall be deemed Loss or Damage for the purpose of this contract. For the purpose of assessment of loss or damage it is agreed between the parties that a "Schedule of Costs" as to the amount of such loss or damage issued by the Owner and sent by pre-paid post/email to his address overleaf shall be conclusive proof of the amount of such loss or damage. Any refund due to the hirer will be conditional to the hirer signing and returning the "Schedule of Costs" to this office. No further communications will be entered into. The Owner does not undertake to provide repair quotes, police reports, photographs or any other information to the Hirer or credit card issuer.
- 11.10 All damages are assessed in order to provide the Owner with an estimate of the Owner's loss and damage and repairs will be performed with a repairer nominated by the Owner and the time nominated by the Owner at the Owner's discretion. The Owner shall have absolute discretion to repair, part repair, replace, exchange, salvage or leave in same condition any damage, parts or vehicles referred to in assessment of loss or damage as the Owner deems fit.
- 11.11 Notwithstanding anything to the contrary herein contained, the Hirer/s acknowledges and agrees to remain liable for all damage to the vehicle whilst under his/her care and control irrespective of cause of such damage or loss.

12 LIMITATION ON LIABILITY

- 12.1 To the extent permitted by law any warranties as to the condition of the vehicle are expressly excluded by the Owner. To the extent permitted by law the Owner hereby limits its liability for breach of any condition or warranty implied by law to replacement, repair or re-supply and the Owner shall not be liable for any indirect or consequential loss, damage or delay.
- 12.2 The Hirer/s shall be liable for any fines or charges payable as a result of any traffic or parking offences or violations which occur during the use of the vehicle the Hirer/s.
- 12.3 The Owner shall not be liable for any loss, damage, or injury suffered by the Hirer/s of the vehicle or any person arising out of the use of, or operation of, the vehicle howsoever caused, or to any person whomsoever for any loss or damage to any property whether stolen from the vehicle or lost during the hiring of the vehicle or left in the vehicle after the return of the vehicle to the Owner. The Hirer/s agrees to indemnify and keep indemnified the Owner for any inconvenience caused to the Hirer/s during the period of rental.

13 GENERAL

- 13.1 The Hirer/s warrants that all information supplied to the Owner in connection with this rental contract whether before or after the date hereof shall be true and correct in all respects. The Hirer/s shall remain liable for any costs incurred by the Owner as a result of incorrect information or statements and the Hirer/s shall notify the Owner immediately of any change to information supplied.
- 13.2 The Hirer/s acknowledges that the Owner shall not be bound or obliged in any way by any representation, warranty, condition, promise or other statement made by the Owner or any other person or corporation acting or purporting to act on behalf of the Owner unless same is set out in writing in this contract.
- 13.3 You will promptly report any incident involving loss or damage to the vehicle or loss involving the vehicle while rented under this contract to the Owner's location where the vehicle was hired and will deliver to the Owner immediately, every summons, complaint or paper in relation to such loss. Compliance with this subparagraph does not excuse the Hirer/s from reporting all incidents to police or other proper authorities.
- 13.4 You release and hold harmless the Owner (and its agents and employees) from all claims for loss or damage to your personal property, or that of any other persons property left in the vehicle, or which is received, handled or stored by the Owner at any time before, during or after this rental period, whether due to the Owner negligence or otherwise.
- 13.5 Except as provided by law no driver or passengers in the vehicle shall be or deemed to be the agent, servant or employee in any manner for any purpose whatsoever.
- 13.6 The Hirer/s shall not assign the rental contract or any benefits thereunder, sublet, dispose of, encumber, any lien on the vehicle for repairs or part with possession of the vehicle.

13.7 Where the Hirer/s is more than one person liability shall be joint and several.

13.8 Waiver by the Owner of any breach of this contract shall not constitute a waiver of any subsequent or continuing breach.

13.9 THE OWNER GIVES NO EXPRESS OR IMPLIED WARRANTY AS TO ANY MATTER WHATSOEVER INCLUDING WITHOUT LIMITATION THE CONDITION OF THE VEHICLE AND EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

13.10 No right of the Owner under this contract may be renounced or forfeit except in writing by the Owner.

13.11 Word imparting gender shall include other genders and words imparting numbers shall include both the singular and plural and vice versa and noted on page 1.

13.12 All loss and damages per incident and each incident leading to loss or damage is subject to the damage liability charge per incident.

14 If you have paid by use of credit card, or directed the company to bill charges to some other person, corporation, firm or organisation who or which fails to make payment when due, you will immediately pay the full amount due to the company on demand.

15 The Hirer/s agrees that if any provision of this contract is declared by a Queensland court to be illegal, unenforceable or void, then the remainder of this contract will continue in full force and effect without the specific provision.

16 The Hirer/s agrees that this rental contract shall be governed by the laws of the state of Queensland and each party shall irrevocably and unconditionally submit to the exclusive courts of jurisdiction of Queensland, and any action taken will be in a court in Queensland. Any legal action taken by either the Owner or the Hirer/s will be at the Southport Court in the state of Queensland.

17 The Hirer/s acknowledges that the Owner relies on the truth of the Hirer/s' representations in this agreement. Honesty is the best policy and in your own interests.