Terms and Conditions of Rental

1. Agreement

1.1. This Rental Agreement (**'Agreement'**) is between You (**'You'** or **'Your'** includes the Hirer, any Additional Hirers and Authorised Drivers identified on Page 1) and the Company (**'the Company'**, **'Us'** or **'Our'** means the Company identified on Page 1 and their affiliates, agents and authorised representatives) to rent the Vehicle (**'Vehicle'** means the vehicle described on Page 1 (or any replacement vehicle), and includes its parts, components, tools, tyres, all Accessories and contents supplied by the Company); and is made up of the Rental Agreement's **'Page 1'**, these Terms and Conditions and any Additional Terms (**'Additional Terms'** means any other terms as recorded in any document that You are required to sign when You rent the Vehicle). **'Accessories'** means keys, remote opening devices and any removable equipment supplied with the Vehicle, including (as applicable) any satellite navigation unit, child restraint seats or similar equipment.

1.2. This Agreement (any addendum or memorandum) shall be read and construed in its entirety and shall constitute the entire agreement between the Company and You and shall supersede all other provisions, terms, warranties or conditions contained in any other agreement, brochure, promotion, website advertisement or any other document. In entering into this Agreement and hiring the Vehicle You confirm You have read and understood the Agreement in its entirety and signed it before making any agreement to hire any vehicle.

1.3. This Agreement shall be governed by the laws of Queensland. Any actions, claims, demands or suits arising out of or in respect of this Agreement must be brought in the courts in Gold Coast, Queensland.

2. Vehicle Condition, Use and Return

2.1. The Vehicle is delivered to You in good operating condition with the seal of the odometer unbroken and You ascertained this on Your own inspection of the Vehicle and not as a result of any representation made by the Company, its employees or agents. You acknowledge that the only existing damage to the Vehicle at the commencement of this Agreement is that detailed on the Vehicle Condition Report. Any damage not noted on the Vehicle Condition Report will constitute damage which has occurred subsequent to the commencement of this Agreement for which You shall be charged.

2.2. You agree to return the Vehicle in the same condition (except for ordinary wear and tear NOT INCLUDING WINDSCREEN OR TYRE DAMAGE) together with all Accessories to the Return Location at the specified date and time noted on Page 1, or sooner if demanded by the Company. The Company may take possession of the Vehicle at its sole discretion without prior demand to You and at Your expense if there has been a breach of terms and conditions of this Agreement or if the Vehicle is illegally parked, used in violation of the law or is apparently abandoned. If the seal of the odometer is broken, or otherwise tampered with, You will be responsible for an extra charge based on 500 km per day at 50 cents per kilometre, but also for any costs of repairing or replacing the odometer. If the Company deems the Vehicle has travelled outside the Area of Use specified on Page 1, You will be responsible for an extra charge based on the commensurate rack rate for the total rental period. Unlimited kilometre allowance/payment will be cancelled in the event of any Unauthorised or Prohibited Use. An allowance calculated at 100 km per day will apply and excess kilometres travelled will be charged at 30 cents per kilometre.

2.3. The Vehicle is deemed to be returned and rental concluded only when the Vehicle is returned to the Return Location, final inspection, all Rental Charges paid in full and in a condition that is acceptable to the Company. The rental shall continue until that time. If you return the Vehicle to another location, You will be charged for all costs associated with transporting or towing the Vehicle to the Company's Surfers Paradise depot. If You return the Vehicle to a location which is unattended (for example Airport Locations) or if You attempt to return the Vehicle to the Return Location and it is not open for business at the time You return the Vehicle, You will be responsible for the Vehicle and the rental shall continue until the Company makes their final inspection. **'Rental Charges'** has the meaning given to it in clause 6.2(a).

3. Unauthorised and Prohibited Use

3.1. Persons who must not drive the vehicle:

(a) A person who is not identified on Page 1 as the Hirer, Additional Hirer or Authorised Driver.
(b) A person who does not have a valid licence or is not licenced to drive the hired class of vehicle.
(c) A person whose blood alcohol concentration exceeds the lawful percentage or who is under the influence of a drug, intoxicating liquor or substance.
(d) A person who has given or for whom You have given a false name, age, address or driver's licence details.
(e) A person whose driver's licence has been cancelled, endorsed or suspended within the last 3 years.
(f) A person who has held an open class driver's licence for any class of vehicle for less than 1 year.

3.2. Circumstances in which and/or for which the vehicle must not be used:

(a) Any area outside the Area of Use specified on Page 1, to which the centre of the radius circle relates to being the Company's Surfers Paradise depot.
(b) On unsealed roads or off road conditions or off the mainland, to coastal islands and on ferries, transporters and trains.
(c) To carry persons for hire or reward, or to carry any inflammable, explosive or corrosive materials.
(d) To propel or tow any vehicle, trailer, boat or other objects.
(e) To carry any greater load and/or persons and/or for a purpose other than for which the Vehicle was designed and constructed or in contravention of any state regulation.
(f) The carriage of any animal in the Vehicle.
(g) For racing, pacemaking, reliability trials, speed trials, hill climbing or being tested in preparation for those purposes.
(h) In a dangerous or careless manner, driving without due care or attention or failure to comply with local traffic rules.
(i) In contravention of any legislation or regulation controlling vehicular traffic or for any illegal purpose whatsoever.

4. Accidents, Damage and Loss

4.1. In the event the Vehicle has been involved in an accident or claim ('Incident'), or where damage or loss is sustained to the Vehicle, You must ensure that You or any Authorised Driver:

(a) records the time, date, location, the other parties full names, drivers licence numbers, residential addresses, phone numbers, vehicle registrations, car types and the name of their insurance company. You must also record any property damage in circumstances where the accident did not involve another vehicle;
(b) does not admit liability;
(c) promptly notifies the nearest police station and the Company within 24 hours of the Incident; and
(d) fully completes, signs and delivers the Vehicle Incident Report Form to the Company's Surfers Paradise depot, including any police witness statements or reports, within 24 hours of the Incident.

4.2. If You do admit liability for any claim, loss or demand, You agree that such admission is a breach of this Agreement.

4.3. In the event of an accident, damage or loss, the towing and retrieval of the Vehicle to the Company's depot in Surfers Paradise or the Company's authorised repairer is at Your expense up to the amount of Your Liability Waiver.

4.4. The Company reserves the right to exchange vehicles or terminate the rental if the Vehicle has been involved in an accident, damage or loss incident, regardless of fault or circumstance. The Company will make no refund for the unused rental period (including optional cover payment if applicable). The Company shall not be responsible for the cost of transporting You or any accompanying passengers away from the Incident location. In the event that the Company decides to offer You an alternate vehicle, the vehicle shall be made available at the Company's Surfers Paradise depot, not delivered to the Incident location. The Company reserves the right to provide the replacement vehicle subject to an increased hirer's liability and/or decline to offer optional cover for the replacement vehicle.

4.5. A minimum Claims Administration Fee ('**Claims Administration Fee**') of $175 per Incident file will apply (which amount will apply in addition to Your Liability Waiver), or such other amount as reasonably determined by the Company.

4.6. If you do not comply with clause 4.1(c) and 4.1(d), and the Company is unable to investigate the Incident, the Company will debit all Rental Charges to Your Account. **'Your Account'** has the meaning given to it in clause 6.2.

5. Damage Waiver

5.1. You will receive the benefit of damage cover in respect of damage to the Vehicle or damage to any third party property other than any property owned by You (or any friend, relative, associate or passenger) or any property in Your physical or legal control provided You:

(a) have paid the applicable Liability Waiver set out on Page 1 and Claims Administration Fee for each separate event involving damage to, or loss of, the Vehicle (regardless of who is at fault);
(b) are not in breach of this Agreement and have not caused any other person to have acted in a manner which is in contravention of this Agreement;
(c) are not covered under any other policy of insurance; and
(d) have provided such information and assistance as may be requested by the Company and/or the Company's insurer.

5.2. If cover is provided You authorise the Company and/or the Company's insurer, at its sole discretion, to defend or settle any legal proceedings. The Company and/or the Company's insurer shall have the sole conduct of any proceedings. Any such proceedings shall be brought, defended, enforced or settled in Your name or the name of the Authorised Driver.

6. Your Obligations

6.1. You (including any Authorised Driver and/or joint Hirer) are jointly and severally responsible for compliance with the terms and conditions of this Agreement.

6.2. By entering into this Agreement You are responsible for and irrevocably authorise the Company to debit Your Account (**'Your Account'** means Your credit/debit card, charge account or deposit) and You will pay the Company on demand any balance with the following charges:

(a) all Rental Charges (**'Rental Charges'** means the fees, costs, amounts and charges specified on Page 1 or payable under this Agreement);
(b) all charges claimed from the Company in respect of parking, speeding, toll evasion and/or any other traffic violations incurred during the period of rental or until such later time as the Vehicle is returned to the Company. In addition to these charges being claimed from the Company: You will be charged an administration fee of $85 for each infringement notice received; and You will be charged an administration fee of $45 for each toll infringement notice received;
(c) all charges regarding roadside assistance where the problem for which assistance is requested is not a problem with, or inherent to, the Vehicle, for example, the Vehicle has run out of fuel or You have locked the keys in the Vehicle. You will be charged a minimum Roadside Assistance Fee of $175 for each callout event, or such other amount as reasonably determined by the Company having regard to the roadside callout event;
(d) all late fees if You return the Vehicle late without the Company's permission. You will be charged for the late return at a rate equivalent to double the daily standard gross rental charge for the Vehicle, plus the daily rate charge applicable to Excess Reduction (ER) or Maximum Cover (MAX), and Accessories;
(e) the applicable excess kilometre fee. The Kilometre Allowance per day and charge per excess kilometre is indicated on Page 1;
(f) all refuelling fees if the Vehicle is returned with less fuel than at the commencement of this Agreement. You will be charged for the difference at $4.40 per litre, with a minimum charge of $45;
(g) all costs associated with cleaning the Vehicle and Accessories if returned in a dirty and untidy manner. Smoking or the carriage of any animal is not permitted in the Vehicle;
(h) all costs associated with the repossession of the Vehicle. A fee of up to $4.00 per kilometre for the relocation of all Vehicles up to the point they are returned to the Company, or such other amount as reasonably determined by the Company;
(i) all repairs to the Vehicle and Claims Administration Fees;
(j) all loss or damage to the Vehicle (including the loss of use of that Vehicle – 'demurrage'), legal expenses, assessment fees, towing and recovery, consequential third party damages, storage, company service charges, any appraisal of the Vehicle, loss of use of the Vehicle and the Company's administration fees where:
    (i) You have breached this Agreement;
    (ii) the Vehicle is involved in a Single Vehicle Accident, unless the Company waives such loss to the Single Vehicle Accident Liability amount shown on Page 1. A **'Single Vehicle Accident'** means an incident: where the Vehicle suffers damage or loss which does not involve a collision between the Vehicle and another vehicle, other than a parked vehicle; or where the Vehicle suffers damage or loss through hail or storm;
    (iii) loss of, or damage to, Accessories. Optional cover such as Excess Reduction (ER) or Maximum Cover (MAX) does not apply to Accessories;
    (iv) You have been deemed negligent in any action thereby resulting in damage to, or loss of, the Vehicle or third party property;
    (v) You have damaged the Vehicle by any wilful or reckless misconduct;
    (vi) the Vehicle was not under the control of an Authorised Hirer or Driver at the time of loss;
    (vii) the underbody or overhead of the Vehicle is damaged regardless of cause when no other vehicle is involved. Underbody means below the bottom of the door seal and the bottom of the front and rear bumper bars. Overhead means above the top of the door seal and the top of the front and back windscreens;
    (viii) the Vehicle is totally or partially immersed in water regardless of cause;
    (ix) You have left the vehicle unlocked or left the keys in the Vehicle;
    (x) You have not kept the key secure and under Your personal control;
    (xi) the interior of the Vehicle is damaged regardless of cause when no other vehicle is involved. Smoking or the carriage of any animal is not permitted in the Vehicle;
    (xii) damage or loss to tyres, such as punctures, cuts and abrasions. Damage to the windscreens such as chips, cracks and stars;
    (xiii) You have failed to maintain all fluid, fuel and tyre pressure levels or failed to immediately rectify or report to us any defect of which You became aware;
    (xiv) the Vehicle is damaged by loading or unloading;
    (xv) Your failure to secure properly any load or equipment which leads to loss caused by any part of said load or equipment;
    (xvi) costs or expenses incurred including legal costs (on a full indemnity basis) and interest as a result of Your failure to deliver immediately every summons, complaint, demand or notice in relation to any loss or damage;
    (xvii) damage or loss suffered by the Company 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 or after the rental period, and the Company reserves the right to recover an amount from You in respect of such losses.

6.3. If You have paid by use of a credit/debit 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.

6.4. You irrevocably agree and authorise the Company to debit Your Account for any amount due under this Agreement, even if a signed credit/debit card voucher has been returned.

6.5. You agree and consent to charge in the Company all estate and interest in any land and/or in any other assets whether tangible or intangible in which You have any legal or beneficial interest and/or in which you later acquire such interest for the payment of all Rental Charges, including all monies for all damages and loss owing to the Company.

7. General Provisions

7.1. Immediately upon receipt, You must provide Us with every summons, complaint or paper in relation to this Agreement and any accident, damage or loss involving the Vehicle.

7.2. You will not refuse or fail to take any blood analysis or breath test requested by the police or as required by law.

7.3. You acknowledge the Company relies on the truth of Your representations in this Agreement.

7.4. You irrevocably release and hold harmless the Company, its employees and agents from all claims for loss or damage to personal property owned by You or others left in the Vehicle, or which is received, handled or stored by the Company at any time before, during or after the rental period, whether due to the Company's negligence or otherwise.

7.5. Except as provided by law, You or passengers in the Vehicle are not the agent, servant or employee of the Company for any purpose whatsoever.

7.6. The Company gives no express or implied warranties as to any matter whatsoever including, without limitation, the condition of the Vehicle and equipment, its merchantability or fitness for particular purpose.

7.7. No right of the Company under this Agreement may be waived except by writing of an authorised officer of the Company.

7.8. You acknowledge that Your interest in the Vehicle is as a bailee of the Company only and that You agree not to part with possession, dispose of, encumber or assign any right or interest in the Vehicle and not create any lien on the Vehicle for repairs.

7.9. Words used in this Agreement to denote any gender shall include all genders, singular words include plural, and noted on Page 1.

7.10. You and/or Authorised Driver agree to indemnify the Company from and against any or all claims, demands, actions, liabilities, losses, costs and expenses (including, but not limited to legal costs on an indemnity basis), incurred by the Company as a consequence of any breach by You or the Additional Driver of this Agreement or the failure for whatever reason of the due and punctual performance of Your obligations under this Agreement.

7.11. We accept the following credit/debit cards: MasterCard and Visa credit cards, and MasterCard and Visa debit cards attract a surcharge; and American Express and Japanese Credit Bureau credit cards attract a surcharge. Surcharge rates vary. This surcharge will be applied at the time of collection and any subsequent payment thereafter.

7.12. You acknowledge that the Company has not in any way represented itself to You as an entity carrying on the business of insurance.

7.13. You must make yourself available to assist the Company in any actions mentioned in this Agreement that may arise out of Your rental of the Vehicle. You must co-operate with the Company and do nothing to hinder the Company's rights.

7.14. Either party may terminate the Rental Agreement at any time if the other party breaches the Rental Agreement.

7.15. If any provision of this Agreement is or becomes invalid or unenforceable, the remaining terms and conditions shall not be affected.