Simba Car Hire
291 South Rd
Mile End South Adelaide SA 5031 Australia
Tel: +61881263890
Fax: -
Email: adelaideairport@simbacarhire.com.au
ABN: 87 635 707 229
Rental Licence Number: 87 635 707 229

Rental Agreement #:

Company:
Hirer's Name: DOB:
Licence No.: Issued In: Expiry Date:
Address:
Phone: Mobile: Email:

Additional Driver 1:				DOB:	
Licence No.:		Issued In:		Expiry Date:	
Phone:				Email:	
Additional Driver 2:				DOB:	
Licence No.:		Issued In:		Expiry Date:	
Phone:				Email:	

Driving Partner of Adelaide Strikers

Vehicle Details
Category:
Make:
Model:
Licence Plate:
Tolling Tag:
Kms Out: **Kms In:**
Fuel Type:
Fuel Out: **Fuel In:**

Rental Details

Start Date / Time:	**Pickup Location:**
Actual Start Date/Time:	**Collection Point:**
Return Date / Time:	**Return Location:**
Actual Return Date/Time:	**Return Point:**

Rates & Fees	**QTY**	**Rate**	**Total**
Total			
All charges subject to final audit			(incl GST of

Payment Details	**Amount Paid**

Balance Due

Consumer Right Statement

All Your rights set out in this Rental Agreement are in addition to Your rights as a consumer (Your Consumer Rights) under applicable consumer protection legislation, including the Australian Consumer Law. Your Consumer Rights are not excluded, restricted or modified by this Rental Agreement. You can find out more about Your Consumer Rights from consumer organisations and bodies such as the Australian Competition and Consumer Commission and State/Territory fair trading authorities.

IMPORTANT: Physical Driver's license and Physical Debit/ Credit card is a mandatory requirement at the time of Vehicle collection.

Security Bond of AUD $500.00 - AUD $2000.00 will be deducted from your debit/ credit card and refunded upon approval of the rental inspection. The security bond will be charged if the rental booking has reached 28 days or more.

Loss or Damage Liability or LDL: An LDL of $5,480.00 - $6,480.00 (In accordance with vehicle class) applies for drivers aged between 25 and 85. For drivers aged between 21 and 24, the LDL is $6,380.00 - $9,818.00 (In accordance with vehicle class). Any Loss or Damage Liability Reduction chosen, will only cover the first incident.

Towing & Remote Incidents

Towing, salvage and recovery costs are payable by the Hirer in addition to the Loss or Damage Liability (LDL) only to the extent that such costs are reasonably incurred due to: (a) an Accident or Incident for which Hirer is responsible; or (b) Hirer's breach of this Agreement. The Hirer is not liable for towing required due to mechanical breakdown or faults not caused by the Hirer. All such costs are payable at the reasonable and evidenced cost incurred by Simba Car Hire

Night Driving and Wildlife Risk

Driving in regional and remote areas at Night carries a higher risk of collision with wildlife, including kangaroos, emus, cattle, and other livestock. The Vehicle must not be driven at Night in any Non-Permitted Area of Use or High-Risk Area, as defined in Section 24.

If the Vehicle is driven in breach of these restrictions and loss or damage occurs, the Hirer will be liable for the full cost of any resulting loss or damage, regardless of any Loss or Damage Liability (LDL), Premium Cover, or $0 Damage Liability purchased.

Coverage and Payment

If you have selected any coverage or Loss or Damage Liability Reduction (including Premium Cover or Everyday Cover), you remain financially liable for any damage, loss, or cost expressly excluded under this Agreement.

You must pay the full Loss or Damage Liability (or full repair cost where no coverage applies) for damage or loss arising from:

Natural or environmental events, including hail, storm, flood, fire, lightning, trees falling, or other weather-related causes.

Incorrect use or negligence, including incorrect fuel, driving through flooded or water-affected roads, driving during severe weather warnings, or failing to take reasonable steps to protect the Vehicle.

Acts of nature or force majeure beyond the control of the Owner or any insurer.

If you purchased Loss or Damage Liability (LDL) coverage through a third party or not directly from Simba Car Hire, this does not reduce your liability under this Agreement. Any claim or refund must be submitted directly to your insurer after we provide a final invoice for the relevant damage or loss.

This clause overrides any conflicting language in third-party booking platforms, advertising, or insurance descriptions (including "Full Cover," "Zero Excess," or "Complete Protection").

Flood Damage Exclusion – Full Liability Applies

The Hirer acknowledges and agrees that any loss or damage to the Vehicle resulting from water ingress, submersion, or exposure to water —including but not limited to floodwaters, storm surge, flash flooding, or driving through water-affected roads—is expressly excluded from all Loss or Damage Liability Reduction, damage protection plans, and insurance coverage.

The Hirer accepts full financial liability for any and all damage, recovery, repair, towing, cleaning, and associated costs resulting from such events, regardless of the level of coverage or Loss or Damage Liability Reduction purchased. This includes engine damage, electrical system failure, interior damage, underbody corrosion, and any loss of use of the Vehicle.

Registration (Rego) & CTP Insurance — Charged in Addition to Rental

All Simba vehicles are supplied with current registration (rego) and CTP (Compulsory Third Party) insurance. CTP covers injuries to people only; it does not cover vehicle or property damage.

A separate "Rego & CTP Levy" is charged on top of the base rental (per day or part thereof) as shown on your Rental Document. This levy is a statutory/owner recovery charge, is not an Loss or Damage Liability Reduction, and does not reduce or replace any Loss or Damage Liability payable under your agreement.

Roadside Assistance: If you have selected Premium Roadside Assistance (PRA), no call out fees will incur (unlimited callouts). PRA is NOT included in the Premium Cover. PRA is a mandatory purchase if the vehicle is driven to ferry accessible islands or Interstate. If PRA is declined by the customer under mandatory conditions, the security bond is increased to a minimum of $750.

If you have opted out of PRA, Standard Roadside Assistance will apply to every reservation, and a minimum call-out fee of $149 will be charged per incident, depending on the location.

In the event where Roadside Assistance is needed, please call the branch directly for assistance during business hours. Out of business hours, please phone 1300 368 434.

Cross-Border Travel: Travel is permitted anywhere within Australia, including ferry travel. In case of Cross-Border and Territorial Restrictions violations, all protections will be void.

Pet Travel Pass: Pets are only permitted in the Vehicle if a Pet Travel Pass has been purchased, or where the pet is a registered guide or assistance dog as recognised by law. The Hirer remains fully liable for all damage, cleaning costs, or loss caused by any pet.

Windscreen and Tyre Cover: Covers the cost of repair or replacement for windscreen cracks, chips, or tyre punctures. This coverage is included in our Premium Cover. This only applies for a single incident. To remain the coverage, it will need to be repurchased. Vehicle windows including rear is excluded.

Vehicle Interior Cover: Protects against accidental spills, stains, or damage to the vehicle's interior, helping to avoid additional cleaning or repair fees.

Additional Fees:

Excluding premium cover options, In addition to any Loss or Damage Liability payable, the Hirer must also pay a Daily Immobilisation Fee, calculated in accordance with clause 13C.B, and a Claims Management Fee, in accordance with clause 13E per Incident.

We accept International Credit and Debit cards, However the international transaction fee is borne by the Hirer. Please consult with your Financial Institution.

Due to fluctuating foreign exchange rates and other possible banking charges, Simba Car Hire CANNOT be held responsible for any difference between the amount paid and the amount refunded.

The main driver must be in possession of either a Credit Card or a Debit Card in their own name when picking up the vehicle. The card must have enough available funds to cover the Loss or Damage Liability /deposit amount. If using a Debit Card or a Credit Card, the amount will be charged.

The deposit will be returned after the rental period, as long as all conditions have been met. The card will also be required to pay for your local fees, extra equipment and anything purchased additionally at the counter.

OTHER FEES & CHARGES

Claims Management Fee: $50 to $495

Smoking fee: $395

Cleaning fee - $50 to $295

Late Car Return: $99 or daily market rate (refer to clause 16R)

Replacement Key: $950 - $2,000

Refuelling Fee: $75 Service Fee + Cost of Fuel Non-Mechanical Call Out: $295 Administration Cost: $110/hr (Inc. GST) Carpets/GPS/Accessories: $100 - $499

Daily Immobilisation Fee: Refer to Immobilisation Fee Schedule (clause 13C.B)

Deposit Charged: $500 - $2,000

Administration Fee: Up to $110 (Per item: Postage, Infringement, Toll Nomination) Tolls: Admin Fee + Toll Amount

Lost Toll Tag Fee: $250 - $450

Roadside Assistance Contact: 1300368434

Any accident must be reported within twenty-four (24) hours and must be accompanied by a police report.

Should the hirer(s)fail to comply with any conditions of this contract, all losses and damages suffered by the owner arising out of such failure shall be borne by and paid for by the hirer(s).

Subject to the terms & conditions contained on the front and reverse hereof of which the hirer(s) acknowledges that they are aware, the hirer agrees to rent the above vehicle and elects to pay all amounts payable under this agreement by the method of payment of which details are given on this document.

The Hirer(s) accept responsibility for all traffic violations, toll charges, fines and any road related expenses. Traffic Infringement/ Tolls/ Fines will incur up to $110 administration fee debited on Credit/ Debit card.

HIRER(S) RESPONSIBILITY

Maintaining water and oil levels is the hirer(s) responsibility. Any cost incurred will be reimbursed upon production of a receipt. Should any malfunction of the vehicle occur, any sign of overheating, you must stop the vehicle immediately or you will be held liable and loss of bond may occur

Incorrect Fuel Use: In the event of incorrect fuel usage, it is not covered under any insurance. The hirer is liable to pay the full Loss or Damage Liability of the vehicle, plus any other charges that may incur in fixing the vehicle, including but not limited to loss of income.

Vehicles are provided in a clean and tidy manner and should be returned in a similar state otherwise a cleaning fee will apply.

Overhead Damage to Vans: Overhead damage to vans, including but not limited to 2-seater to 12-seater vans*, is not covered under any insurance. The hirer is liable to pay the total amount of fixing the overhead damage, including but not limited to structural repairs, repainting, and any consequential damages caused by the incident.

*A "van" refers to a larger vehicle designed primarily for transporting passengers or goods. Vans typically include features such as multiple rows of seating, extended roof heights, and increased storage capacity compared to standard cars. Examples of vans include minibuses, cargo vans, and 8 to 12 -seater passenger vans.

Definitions:

– "Repairer" means a licensed motor vehicle repairer engaged by the Owner.

– "Final Invoice" means the tax invoice issued by the repairer upon completion of works.

– "Incident Charges" means all amounts payable under clause 14.

– Daily Immobilisation Fee" means the daily fee payable by the Hirer for each calendar day (or part day) the Vehicle is unavailable for hire due to an Incident, as set out in the Immobilisation Fee Schedule in clause 13C.B.

1. RENTAL DOCUMENT

1.1. AGREEMENT between the party (hereinafter called "the Hirer") described in Item 1 of the Schedule and Simba Australia PTY LTD t/a Simba Car Hire ("the Owner").

2. WHEREBY IT IS AGREED that:

2.1. The Hirer shall hire from the Owner of the Vehicle described in Item 2 of the Schedule (hereinafter called "the Vehicle") upon and subject to the terms and conditions of this Agreement.

3. The Hirer DOES HEREBY DECLARE that the Hirer has read and considered the terms and conditions of this Agreement prior to the execution hereof AND understands and agrees to be bound by them AND hires the Vehicle for the Hirer's own use.

4. The Agreement comprises this Rental Document (including Annexures A and B) and the following documents:

4.1. the Terms and Conditions annexed hereto; and

4.2. if applicable, the confirmation email where the Hirer has pre-booked the rental of the Vehicle online or through the Owner 's call centre.

4.3. Right to Refuse Service

The Owner may refuse to rent a Vehicle to any person at any time and at its sole discretion, including but not limited to situations involving suspected fraud, unacceptable risk, aggressive or inappropriate behaviour, previous unpaid balances, or breach of any prior rental agreement. The Owner is not required to provide a reason for refusing service, except where disclosure is required by law.

4.4. Future Rental Refusal

The Owner may refuse future rentals to any Hirer who has previously breached this Agreement, engaged in misconduct, failed to pay balances, made false allegations, or caused financial, operational, or reputational loss to the Owner. The Owner is not required to provide reasons for refusal.

THIS DOCUMENT IS YOUR AUTHORITY TO DRIVE THE VEHICLE. PLEASE KEEP IT WITH YOU AT ALL TIMES AND HAND IT IN AT THE END OF RENTAL. THE HIRER IS RESPONSIBLE AT ALL TIMES FOR PARKING AND TRAFFIC VIOLATIONS, OVERHEAD, UNDERBODY, TYRE AND INTERIOR DAMAGE (NON WAVERABLE). REFER TO ATTACHED TERMS AND CONDITIONS.

5. TERMS AND CONDITIONS DEFINITIONS:

In these Terms and Conditions, unless a contrary intention is stated:

5.1. "Accident" means a collision between the Vehicle and any other object, including another vehicle, that results in damage.

5.2. "Account" means the debit card or credit card to which the Rental Charges are to be debited.

5.3. "Additional Driver Fee" means the fee payable by the Hirer to the Owner for the addition of an Authorised Driver aside from the Hirer.

5.4. "Agreement" means the rental agreement made between the Hirer and the Owner comprising the Rental Document, these Terms and Conditions and, if applicable, the confirmation email where the Hirer has pre-booked the rental of the Vehicle online or through the Owner 's call centre.

5.5. "Authorised Driver" means the Hirer and any additional driver that is added to the Hirer's rental as an Authorised Driver with the prior written consent of the Owner.

5.6. "Consequential Loss" means loss of expected savings, loss of use, loss of opportunity, loss of profit, loss of revenue, increased financing costs, loss arising from delay, or any consequential, special or indirect loss or damage, whether or not the possibility or potential extent of the loss or damage was known or foreseeable, and whether arising from a claim under indemnity, contract, tort (including negligence), statute or otherwise.

5.7. "Costs" includes costs, charges and expenses, and includes legal costs and expenses on a full indemnity basis.

5.8. Loss or Damage Liability" or "LDL" means the amount You agree to pay in case of loss or damage to the Vehicle or to another vehicle or property or any third-party property.

5.9. "Hire Period" means the period commencing on the date shown on the Rental Document and ending on the date that the Hirer returns the

Vehicle to the Owner.

5.10. "Hirer" means the person(s) specified in Item 1 of Annexure A of the Rental Document as the Hirer.

5.11. "Incident" means an Accident, an instance of damage, theft of the Vehicle or other incident where the Vehicle sustains damage, or the Hirer loses possession or control of the Vehicle.

5.12. Loss or Damage Liability Reduction" or "LDR" means Simba Car Hire agrees to take the risk of damage or loss and assume payment of Your LDL in part or in full, in effect reducing Your LDL (also known as "Collision Damage Waiver" and "Super Collision Damage Waiver"). It applies if You elect LDR and pay the applicable fee prior to commencement of the rental.

Add the following instead

5.13. "Manufacturer's Specifications" means the specifications of the manufacturer of the Vehicle set out in the Vehicle's operation manual located in the glove box of the Vehicle.

5.14. "Overhead Damage" means damage (excluding hail damage) to the Vehicle during the Hire Period above the top of the front and back of the windscreens, damage to the box section of a commercial vehicle above the front windscreen or damage to third party property, caused by the Vehicle coming into contact with anything overhanging or obstructing its path, objects being placed on the roof of the Vehicle, or the Hirer or any person standing or sitting on the roof of the Vehicle.

5.15. "PPSA" means the Personal Property Securities Act 2009 (Cth), as amended from time to time.

5.16. "Rental Charges" means the fees, cost, amounts and charges specified on the Rental Document or payable under this Agreement.

5.17. "Security Bond" means the security bond paid by the Hirer to the Owner under this Agreement.

5.18. "State" means the State of Hire origin.

5.19. "Substitute Vehicle Insurance" means a policy of motor vehicle insurance held by the Hirer or an Authorised Driver which covers the Hirer or the Authorised Driver while using the Vehicle as a substitute for the vehicle insured under that policy.

5.20. "Underbody Damage" means damage to the Vehicle during the Hire Period caused by the Vehicle coming into contact with anything below the bottom of the door seal and the bottom of the front and rear bumper bars and where the Owner considers, acting reasonably, that the driver of the Vehicle is reasonably at fault for that damage.

5.21. "Vehicle" means the motor vehicle and/or trailer described on the Rental Document and includes all tyres, tools, spare parts, accessories and safety equipment supplied with the Vehicle.

5.23. Right of Set-Off and Multiple Payment Methods

Where the Hirer owes money under this Agreement, the Owner may charge any credit card, debit card, or payment method provided by the Hirer at any time, including those used in previous rentals or reservations. The Hirer authorises the Owner to process outstanding amounts using any such payment method without further notice.

6. INTERPRETATION:

In this Agreement, unless a contrary intention is stated:

6.1. references to persons shall include a firm, company, corporation, authority or body whether or not incorporated.

6.2. the singular shall include the plural and vice versa.

6.3. where two or more persons are defined as a party to this Agreement, this Agreement shall apply to each of them severally and all of them jointly; and

6.4. the terms "financing statement", "interested person", "register", "proceeds", "security agreement" and "security interest" shall have the meaning given to those terms in the PPSA.

7. The Hirer promises to the Owner that: -

7.1. Only the Hirer and an Authorised Driver will drive the Vehicle.

7.1.1. Accurate and Verifiable Contact Information

The Hirer must provide accurate, current, and verifiable contact information, including a valid residential address, mobile number, email address, and contactable emergency contact. The use of temporary, unverified, or inaccessible contact information (including disconnected numbers, temporary emails, or false addresses) constitutes a breach of this Agreement and may result in immediate termination of the hire and full liability for all associated charges.

7.2. The Hirer and all Authorised Drivers are at least 21 years of age.

7.3. The Hirer and all Authorised Drivers must hold a current and valid driver's licence of a class appropriate for the Vehicle and permitted by law in the State or Territory where the Vehicle is being driven. P1 (red P) licences are not permitted. The Hirer must ensure that all Authorised Drivers always

comply with the conditions of their licence.

7.4. The Vehicle will only be driven on roads which are properly formed and constructed as sealed, metal or gravel roads.

7.4.1 The Hirer and all Authorised Drivers hold either a full license or P2 license issued 1 year before the rental start date. Learners and P1(red P) drivers are not permitted to rent a vehicle under any circumstances.

7.4.2. If, at any time before or during the Hire Period, the Hirer or an Authorised Driver presents, or is later found to have presented, a driver 's licence that is expired, suspended, cancelled, revoked, fraudulent, or otherwise invalid, the Owner may, at its sole discretion and without notice:

(a) refuse to release the Vehicle.

(b) immediately terminate the Agreement.

(c) repossess the Vehicle in accordance with Clause 16B; and

(d) hold the Hirer liable for all loss, damage, costs, and charges, including but not limited to repair costs, administrative fees, immobilisation fees, and any loss of use.

Loss or Damage Liability Reduction, or waiver shall be automatically void, and the Hirer remains fully liable for all amounts payable under this Agreement.

7.4.3. Identity Fraud and False Documentation

If the Hirer provides false, altered, fraudulent, or misleading identification, driver's licence, payment details, or contact information, the Owner may immediately cancel or terminate the Agreement, refuse to release the Vehicle, repossess the Vehicle without notice, and seek full recovery of all resulting losses, including administrative fees, immobilisation charges, damage, towing, and legal costs. Any Loss or Damage Liability or Loss or Damage Liability Reduction is automatically void.

7.5. The Hirer is responsible for the acts and omissions of each Authorised Driver and any other person the Hirer or an Authorised Driver allows to drive the Vehicle, and neither the Hirer nor any Authorised Driver will have the benefit of the Loss or Damage Liability Reduction option (if accepted or included in the daily rate) if the Hirer or an Authorised Driver allows an unauthorised driver to drive the Vehicle and that unauthorised driver causes loss or damage to the Vehicle or damage to the property of a third party.

7.6. To add an Authorised Driver, the Hirer must pay the Additional Driver Fee. The additional Authorised Driver must provide the Owner with a copy of a current and valid licence confirming that the additional Authorised Driver is authorised to drive the Vehicle at the time the Rental Document is signed. Any unauthorised driver who is not in the agreement they are not covered by LDL. Full repair cost with associated fees will be applied.

7.7. All particulars shown in Item 1 of Annexure A of the Rental Document concerning the Hirer are true and correct and the Hirer acknowledges that the Owner relies on the truth of these particulars in deciding whether to hire the vehicle to the Hirer.

8. The Hirer Agrees: -

8.1. To pay the Owner's estimated Rental Charges in full at the beginning of the Hire Period. The estimated Rental Charges are based on the agreed Hire Period and any options selected by the Hirer as shown on the Rental Document. The charges are "estimated" because they exclude any potential fuel or other charges the Hirer might incur with the Vehicle during the rental.

8.2. The Hirer will be liable for any dishonour fee or other charge the Owner incurs because of any payment being dishonoured.

8.3. That if the Owner makes any error or omission in calculating the total Rental Charges due at the end of the Hire Period, the Owner may make further demand on the Hirer for payment, and the Hirer agrees to pay any such charges immediately on receipt of the demand.

8.4. To pay (and the Hirer authorises the Owner to debit the Account to pay) at the end of the Hire Period:

8.4.1. all Rental Charges (less the estimated Rental Charges paid by the Hirer at the start of the rental);

8.4.2. any amount paid or payable by the Owner or the Hirer to any person arising out of the Hirer's use of the Vehicle or imposed on the Hirer or the Owner by any government or competent authority.

8.4.3. the replacement cost (as reasonably determined by the Owner, up to the amount specified in Annexure B of the Rental Document for the relevant item) for a lost or stolen accessory.

8.4.4. the card surcharges payable for the method of payment chosen by the Hirer; and

8.4.5. any amount which the Hirer owes the Owner under this Agreement in respect of a breach of the Agreement or otherwise.

8.4.6. any Incident Charges, including without limitation Loss of Use/Immobilisation Charges, Claims Management/Administration Fees, towing, storage and assessment fees as itemised by the Owner and supported by reasonable evidence.

8.5. That the Hirer will be liable for any card surcharge payable for the method of payment chosen by the Hirer.

8.6. The minimum charge the Hirer must pay for the rental of the Vehicle is an amount equal to the total Rental Charges payable by the Hirer for the agreed Hire Period as shown on the Rental Document. There will be no refund provided for the early return of the Vehicle.

8.7. If the Hirer fails to pay any amount due under or in connection with the Rental Agreement, the Hirer must also pay the Owner interest at 12% per annum (compounded daily) on the amount from the date on which the Hirer was required to pay the amount until the amount is paid in full, and,

on demand, any Costs incurred or paid by the Owner in collecting these overdue amounts.

8.8. By hiring the Vehicle from the Owner, the Hirer may be granting a security interest in the Vehicle (and any proceeds) to the Owner, and this Agreement may constitute a security agreement. Any security interest arising under this Agreement attaches to the Vehicle when the Hirer obtains possession of the Vehicle and not at any other time. The Owner may perfect its security interest by lodging a financing statement on the PPSA register. The Owner does not need to give the Hirer any notice under the PPSA (including a notice of verification statement) unless the notice is required by the PPSA and that requirement cannot be excluded.

8.9 For the safety and security of both our vehicles and customers, we reserve the right to monitor the location and usage of the vehicles through appropriate means. This may include the use of GPS tracking systems or other technology to ensure the vehicle 's safe return and to assist in any case of theft, damage, or emergency. The customer agrees not to interfere with or tamper with any such systems during the rental period.

8.10 All first-time local hirers must provide an additional form of identification that matches the address on the hirer's driver's license. Examples include a utility bill, phone bill, etc. All first-time local hirers must pay a $1000 security bond.

8.11. The Hirer is responsible for the correct fitting and use of accessories. The Hirer is liable for the full replacement cost (as reasonably determined by the Owner, up to the amount specified in Annexure B of the Rental Document for the relevant item) in the event that any of these accessories are lost, stolen or damaged.

8.12. To fully inspect the Vehicle prior to the start of the rental to ensure that the condition of the Vehicle and any pre-existing damage is accurately noted on the Vehicle Condition Report.

8.13 It is the Hirer's responsibility to ensure the baby/booster seats are properly secured before leaving the branch premises. While our staff are trained to assist with the installation of the baby/booster seats, we are not liable for any incidents that may occur after the seat has been installed.

8.14. Early Pickup Fee

If the Hirer collects the Vehicle more than one (1) hour prior to the scheduled pick-up time without prior approval from the Owner, an Early Pick-up Fee of $50 will apply. This fee reflects the administrative and operational costs associated with preparing the Vehicle ahead of schedule.

8.15. Authorisation to Charge for Outstanding Balances:

The Hirer expressly authorises Simba Australia Pty Ltd, Simba Car Hire Pty Ltd, Renzo Services Pty Ltd t/a Simba Car Hire, Car Charter Pty Ltd t/a Simba Car Hire to charge the debit or credit card provided at the commencement of the rental, or any card on file, for any outstanding charges, including but not limited to additional rental fees, tolls, fines, damage, fuel, cleaning, administrative fees, or any other amounts payable under this Agreement. This authorisation applies without the need for prior notice or further consent from the Hirer, provided the charges are incurred in accordance with the terms of this Agreement.

8.16. Chargeback Prevention and Acknowledgement:

The Hirer agrees to raise any payment dispute directly with Simba Car Hire in writing before initiating a chargeback or external dispute process. Simba Car Hire will respond within 10 business days in accordance with its internal dispute resolution policy. Nothing in this clause limits your rights under Australian Consumer Law or card scheme rules. If you initiate a chargeback which is subsequently shown to be unfounded we reserve the right to charge you a reasonable fee (not greater than $xxx) to cover our administrative costs of processing the chargeback and additionally any processing or other fee which has been imposed upon us by a third party payment processor in connection with the unfounded chargeback."

8.17. Ongoing Payment Authority

The Hirer authorises the Owner to charge the credit or debit card on file for any applicable damage, loss, administrative fees, fines, or incident-related costs without further notice, as long as such charges are reasonably incurred under this Agreement. This authority remains in place for 90 days after the end of the rental period.

8.18. Staged or Partial Payments

The Owner may process payments in any number of transactions (including partial, split, or staged payments) using the card on file, provided the total amount charged does not exceed the amounts payable under this Agreement.

8.19. Post-Collection Inspection Requirement

The Hirer must inspect the Vehicle within one (1) hour or 20 kilometres, whichever occurs first, after collection.

Any reasonably observable pre-existing damage or faults not recorded on the Vehicle Condition Report or pre-collection photos must be reported to Simba Car Hire immediately.

Failure to do so will be taken as acceptance of the Vehicle's recorded condition. Any damage or faults reasonably attributable to the Hire Period and not reported within this timeframe may be treated as having occurred during the Hire Period, for which the Hirer is responsible.

8.20. Early Return and No Refund Policy

Returning the Vehicle before the scheduled end of the Hire Period does not entitle the Hirer to a refund, credit, or compensation for unused rental days, insurance products, waivers, optional extras, or prepaid amounts. The Hire Period and charges remain unchanged.

8.20.1. Hire Period Continuity During Swap

The Hire Period continues uninterrupted during any inspection, changeover, towing, relocation, or replacement process unless the Owner expressly agrees in writing to pause charges. The Hirer remains liable for all rental charges, fees, and amounts accruing under this Agreement for the duration of

any such process.

8.21. Transport of Dangerous, Prohibited or Illegal Substances

The Hirer must not use the Vehicle to transport hazardous, flammable, explosive, corrosive, chemical, biohazardous, illegal, or stolen goods. The Hirer is liable for all loss, contamination, cleaning, testing, police seizure, downtime, and associated costs arising from breaching this clause. Vehicles seized or impounded due to illegal transport remain fully chargeable to the Hirer.

8.22. Interference With Registration, Branding or Number Plates

The Hirer must not remove, modify, obscure, alter, or damage any registration plate, registration label (where applicable), barcodes, Simba branding decals, fleet numbers, RFID tags, or identification markers. Interference constitutes a breach and authorises the Owner to charge all related costs including replacement, repairs, fines, and administrative fees.

8.23. Unauthorised Attachments or Accessories

The Hirer must not affix roof racks, bike racks, tow attachments, stickers, advertisements, magnets, GPS units, UHF radios, mobile signal boosters, or any other device or accessory to the Vehicle unless the Owner has provided written approval. The Hirer is liable for all resulting damage, residue removal, repairs, and associated costs.

8.24. Prohibited Commercial Use

8.24.1. The Hirer must not use the Vehicle for rideshare, food delivery, courier activity, paid transportation, towing, or any commercial work unless expressly authorised in writing. Unauthorised commercial use voids all LDL reduction, increases liability to the full repair cost, and authorises the Owner to charge a Commercial Misuse Fee of AUD $500 plus all associated losses.

9. The Hirer and all Authorised Drivers agree during the Hire Period:

9.1. If the Vehicle is damaged or suffers a mechanical breakdown such that its further use may cause injury or damage to any person or property, not to use the Vehicle whilst it remains so damaged or broken down.

9.2. To protect the Vehicle against inclement weather including by closing windows and any sunroof or convertible roof to prevent the entry of rain and, where practicable, by garaging the Vehicle to prevent damage caused by hail.

9.3. To take proper care of the Vehicle.

9.4. To keep the Vehicle locked and secure at all times when it is not in use.

9.5. To keep the keys to the Vehicle in the Hirer's personal control at all times.

9.6. To adhere to any mileage instructions displayed in the Vehicle or set by the Owner and notify the Owner immediately if the Vehicle has reached the mileage when the next service is due, as indicated on the service sticker or affixed to the windscreen.

9.7. To only fill the Vehicle with the fuel type specified in the Manufacturer's Specifications.

9.8. The Owner warrants that, at the commencement of the hire, the Vehicle has been serviced and delivered with engine oil and engine coolant levels that meet the Manufacturer's Specifications. The Hirer is responsible for inspecting and topping up these levels at least every 28 days or 5,000 kilometres, whichever occurs first, during the hire period.

9.9. To ensure no person interferes with any part of the engine, transmission, braking or suspension systems within the Vehicle.

9.10. To return the Vehicle to the Owner in good mechanical and physical order and condition at the Hirer's premises on the date and time shown on the Rental Document or as and when required by the Owner.

9.11. The Owner may request the immediate return of the Vehicle, or the Owner may recover the Vehicle without notice, if:

9.11.1. The credit limited on the Hirer's method of payment would be exceeded by the debiting of the Rental Charges for a requested extension of the rental of the Vehicle.

9.11.2. The Hire Period expires without satisfactory arrangements having been made by the Hirer with the Owner for an extension.

9.11.3. The Owner reasonably suspects the Vehicle may be used for an unlawful purpose.

9.11.4. The Owner reasonably suspects that damage to the Vehicle, or injury to persons or property is likely to occur; or

9.11.5. The Vehicle will be involved in an industrial dispute.

10. The Hirer and all Authorised Drivers shall not, without the prior written consent of the Owner:

10.1. Part with possession of the Vehicle.

10.2. Use or allow the Vehicle to be used for any race, contest or performance test of any kind.

10.3. Sublet or hire the Vehicle to any other person.

10.4. Use or allow the Vehicle to be used to carry passengers for payment of any kind.

10.5. Provided it is reasonable in the circumstances to do so, drive the Vehicle after an Accident.

10.6. Smoke within the Vehicle or allow any other person to smoke within the Vehicle at any time.

10.7. Use or allow the Vehicle to be used to push anything, or to convey or tow any load.

10.8. Use the Vehicle in contravention of any law.

10.9. Alter or make any addition to the Vehicle.

10.10. Use the Vehicle for transporting any animals. Excluding service animals.

10.11. Have repairs to the Vehicle carried out.

11. The Hirer and all Authorised Drivers shall not:

11.1. Use the Vehicle for any illegal purpose or in contravention of any law.

11.2. Drive the Vehicle under the influence of any alcohol or drug or with a blood alcohol or drug content that exceeds the legal limit in the State in which the Vehicle is being driven.

11.3. Carry, or allow the Vehicle to carry, more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle.

11.4. Use the Vehicle to carry any inflammable substance which has a flash point under 22.8°C or any other explosive or corrosive substances.

12. The Hirer agrees: -

12.1. To pay all parking, speeding and traffic violation fines in relation to the Vehicle during the Hire Period in addition to a reasonable Fine Nomination Fee of $110 for each such fine to reflect the cost of processing such fines.

12.2. To pay any Costs the Owner incurs or pays in recovering any amount payable under this Agreement or exercising or enforcing or preserving any rights of the Owner under the Agreement.

12.3. That the Owner is hereby authorised to release to any government body any information relating to any person who uses the Vehicle during the Hire Period.

12.3A — Traffic and Infringement Enforcement Authority

12.3A.1 In the event that a traffic infringement, toll, fine, or penalty issued during the Hire Period is returned or remains payable by the Owner (Simba Car Hire) as the registered owner of the Vehicle, the Owner reserves the right to charge the full amount of the infringement to the Hirer ’s nominated credit/debit card or any other payment method held on file.

12.3A.2 The Owner may, at its sole discretion, pay the infringement directly to the relevant authority in order to avoid prosecution, suspension, or cancellation of the Owner’s licence, registration, or right to operate the Vehicle.

12.3A.3 Upon such payment, the Hirer remains fully liable for the amount paid and authorises the Owner to recover the full cost, together with any applicable administrative fees, from the Hirer without prior notice.

12.3A.4 This clause operates in addition to the Fine Nomination Fee specified in Clause 12.1 and applies regardless of whether the Hirer subsequently receives a reissued infringement notice from the issuing authority.

12.4. That the Owner shall not be liable to the Hirer or any other person for any property stolen from the Vehicle or otherwise lost or damaged during the Hire Period or left in the Vehicle after its return to the Owner.

12.5. That the Hirer shall indemnify the Owner from and against any legal liability of the Owner in respect of any loss or damage to property or injury or death to any person arising out of the use of the Vehicle by the Hirer or any other person during the Hire Period or any act or omission of the Hirer in connection with the Vehicle.

12.6. That the Owner shall not be responsible for any loss, damage or delay caused to the Hirer as a result of any breakdown, mechanical defect or other failure in the Vehicle.

12.7. To immediately notify the Owner if the Vehicle is destroyed or damaged or if any event occurs which might lead to a claim by the Owner under any policy of insurance maintained by the Owner and the Hirer shall do all things which the Owner may reasonably require be done to enable the Owner to receive indemnity under any such policy of insurance.

12.8. Accident or Incident and Claims in the event of an Incident, the Hirer must ensure that the Hirer and, where applicable, an Authorised Driver:

12.8.1. promptly reports the Incident to local police if the Incident results in personal injury or if required by law;

12.8.2. promptly reports the Incident in writing to the Owner;

12.8.3. does not make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability in relation to the Incident, except to the extent that the Hirer or an Authorised Driver is required to provide a statement to the police;

12.8.4. permits the Owner or its insurers at their own cost to bring, defend, enforce or settle any legal proceedings against a third party in the Hirer 's name or in the name of the Authorised Driver in relation to the Incident;

12.8.5. permits or ensures that the Owner or its insurers may claim in the Hirer's name or that of the Authorised Driver under any applicable Substitute Vehicle Insurance, and assist, and cause the Authorised Driver to assist, the Owner in making such a claim, including assigning any right to claim under any Substitute Vehicle Insurance to the Owner; and

12.8.6. completes and furnishes to the Owner or its insurers within a reasonable time any statement, information or assistance which the Owner or its insurers may reasonably require, including attending at a lawyer's office and at Court to give evidence.

12.9. The Owner will meet the reasonable out-of-pocket expenses of the Hirer or the Authorised Driver in complying with the terms and conditions of hire.

12.9.1 Toll Usage and Associated Charges

All tolls incurred during the Hire Period, including toll administration and management fees, are strictly the responsibility of the Hirer. These charges are non-refundable, and the Hirer shall not be entitled to any compensation or reimbursement for toll-related expenses, regardless of whether the toll charges are itemised or bundled with administration fees.

12.9.2 Toll Tag Recognition and Variable Administration Fees

The Hirer acknowledges and agrees to the following conditions regarding toll usage during the Hire Period: Toll Tag Usage:

If the rented Vehicle is equipped with a toll tag device and the tolling system recognises the device during the toll pass, the Hirer shall be liable for: The applicable standard toll charge, and An administration fee per toll to cover processing, reconciliation, and system maintenance.

Non-Tag Recognition or No Toll Tag:

In instances where:

The toll tag is not installed in the Vehicle,

The toll pass system fails to recognise the tag, or

The toll is captured by license plate image (video tolling), The Hirer agrees to pay:

The applicable standard toll charge, and

An administration fee per toll ranging between $2.00 and $6.95.

Non-Refundable and Non-Negotiable Charges:

All toll charges and applicable administration fees incurred during the rental period are strictly non-refundable and non-negotiable. These charges form part of the agreed rental terms and are automatically deducted from the credit/debit card on file.

Indemnity and No Liability:

The Hirer expressly waives any right to dispute, challenge, or reverse toll-related charges and administration fees under this Agreement. The Hirer further agrees to indemnify Simba Car Hire Pty Ltd, its affiliates, agents, and staff from any liability, loss, claim, or legal action resulting from toll use, administrative processing, or any associated costs.

Under no circumstances shall Simba Car Hire be held liable for toll events not processed in real time, or where toll data is received after the Hire Period ends. The Hirer remains financially liable for such tolls and related fees once identified.

12.10 Vehicle Changeover Policy

12.10.1. The Hirer acknowledges and agrees that all Vehicles are inspected, serviced, and supplied in good working order and in accordance with the Manufacturer's Specifications at the commencement of hire.

12.10.2. Any allegation by the Hirer that the Vehicle is defective, not operating correctly, or otherwise unsuitable for use must be immediately reported to the Owner. The Owner will, at its sole discretion, determine whether an inspection is required and whether a changeover is warranted.

12.10.3. If, upon inspection, the Vehicle is found to be operating within the Manufacturer's Specifications and in proper working order, the Owner shall have no obligation to provide a replacement vehicle, refund, compensation, or termination of the rental agreement.

12.10.4. The Owner reserves the right, in its absolute discretion, to provide a changeover vehicle. Any such changeover may be subject to availability and may incur additional charges, including but not limited to, relocation fees, inspection fees, administrative fees, and daily rental rate adjustments.

12.10.5. The Hirer expressly acknowledges that minor operational characteristics or design features inherent to a Vehicle model, which do not constitute a mechanical defect, shall not give rise to any right of changeover, refund, compensation, or cancellation.

12.10.6. For the avoidance of doubt, the Owner shall not be liable for any alleged inconvenience, loss of enjoyment, or Consequential Loss arising from the Hirer's dissatisfaction with the Vehicle where no verified mechanical defect exists.

12.10A — Inspection and Replacement Vehicle Requests

12.10A.1 Where the Hirer has purchased a coverage option reducing the excess to $0.00 and contacts the Owner to report a potential fault or requests a replacement vehicle, the Owner reserves the right to inspect the Vehicle prior to confirming or approving any replacement. The inspection may be carried out on-site or at the Owner's designated facility to verify whether a genuine mechanical fault exists.

12.10A.2 If the Vehicle is towed, transported, or otherwise returned to the Owner's premises for inspection or replacement at the Hirer's request, and the inspection determines that the Vehicle is operating within manufacturer specifications and no mechanical issue or defect is present, the Owner will have no obligation to refund or reimburse any towing, transport, or incidental costs. In such cases, the Hirer will bear all associated expenses incurred in returning the Vehicle.

12.10A.3 The Owner shall act reasonably and in good faith when assessing the reported fault and determining whether a replacement vehicle is warranted.

12.10A.4 If the Vehicle is confirmed to have a legitimate mechanical fault not caused or contributed to by the Hirer, the Owner will arrange a replacement vehicle at no additional rental cost and will bear all reasonable towing or transport charges related to the changeover.

12.10B. Vehicle Swap & Continuity of Agreement

If the Owner provides a replacement vehicle ("Replacement Vehicle") for any reason, including mechanical concerns, operational requirements, courtesy, or goodwill, all terms, conditions, fees, charges, obligations, waivers, Loss or Damage Liability Amounts, and payment authorities contained in the originally executed Rental Agreement ("Original Agreement") automatically transfer to and apply to the Replacement Vehicle and any related replacement rental document.

The Hirer acknowledges that a Replacement Agreement may be issued without requiring a further signature, and that the Hirer 's acceptance, possession, or use of the Replacement Vehicle constitutes full acceptance of the continued binding nature of the Original Agreement.

12.10C. Continuity of Condition & Damage Liability

When a Replacement Vehicle is issued, the Hirer must inspect the Replacement Vehicle and report any pre-existing damage within 30 minutes or 10 kilometres, whichever occurs first. Failure to notify the Owner within this period constitutes acceptance that the Replacement Vehicle was received in good condition, and any unreported damage will be deemed to have occurred during the Hire Period and will be fully chargeable to the Hirer.

12.10D. Non-Admission of Fault or Defect

The Owner's decision to provide a Replacement Vehicle, whether due to reported concerns, customer dissatisfaction, operational need, or as a courtesy, does not constitute an admission of fault, defect, negligence, or liability. All rights to charge the Hirer for damage, misuse, or breach of this Agreement remain unaffected.

12.10E. Custody and Liability During Swap Process

The Hirer remains responsible for the Vehicle, including all damage, loss, theft, towing, or storage costs, until the Replacement Vehicle is physically delivered to and acknowledged by the Owner. If the Hirer leaves a Vehicle unattended, arranges their own towing, or hands the Vehicle to any third party without the Owner's written approval, the Hirer is fully liable for all resulting loss, damage, and associated costs.

12.10F. False or Misleading Mechanical Fault Claims

If the Hirer alleges a mechanical fault that is later determined—via inspection, diagnostics, telematics, or reasonable assessment—to be false, unsubstantiated, exaggerated, or caused by misuse, negligence, contamination, or breach of this Agreement, the Hirer is liable for:

(a) all inspection, towing, diagnostic, and transport costs;

(b) an Administrative Investigation Fee of AUD $250; and

(c) all consequential loss of use or immobilisation costs resulting from the false claim.

12.10G. Swap Triggered by Hirer Misuse or Breach

If a Vehicle swap is required due to misuse, contamination, incorrect fuel, negligence, mechanical abuse, breach of this Agreement, or continued operation after warnings, the Hirer is fully liable for all related costs, including towing, recovery, inspection, administrative fees, and loss of use. The Owner may, at its sole discretion, decline to provide a Replacement Vehicle, and no refund, credit, or extension applies.

12.11. Vehicle Swap, Replacement Vehicle & Continuity of Agreement

12.11.1. Automatic Transfer of Terms:

If the Owner provides the Hirer with a replacement vehicle ("Replacement Vehicle") for any reason—including but not limited to mechanical issues, defects, safety concerns, operational requirements, or at the Hirer's request—all terms, conditions, obligations, authorisations, fees, waivers, Loss or Damage Liability amounts, liability provisions, and payment authorities contained in the originally signed Rental Agreement ("Original Agreement") automatically apply to the Replacement Vehicle and any related replacement rental document ("Replacement Agreement").

12.11.2. Binding Effect Without Additional Signature:

The Hirer acknowledges and agrees that a Replacement Agreement may be issued by the Owner without requiring the Hirer 's physical or digital signature.

The Hirer's continued use, possession, or acceptance of the Replacement Vehicle constitutes full acceptance of the Replacement Agreement and confirms that all terms of the Original Agreement remain binding and enforceable.

12.11.3. Continuation of Hire Period & Charges:

The Hire Period continues uninterrupted under the Original Agreement. All charges, including rental rates, fees, Loss or Damage Liability amounts, insurance or waiver products, and all authorisations to charge the Hirer's stored payment method remain valid and continue to apply to the Replacement Vehicle.

12.11.4. Security Bond & Loss or Damage Liability Carryover:

Any Security Bond, Loss or Damage Liability Amount, or pre-authorised payment associated with the Original Agreement carries over and applies to the Replacement Vehicle without requiring any additional payment or reprocessing unless otherwise notified by the Owner.

12.11.5. No Waiver of Rights or Liabilities:

The issuance of a Replacement Vehicle does not waive, reduce, or limit any liability, breach, incident obligations, or damage responsibilities incurred by the Hirer under the Original Agreement, whether occurring before or after the vehicle swap.

12.11.6. Administrative Updates:

Any administrative or system-generated rental document issued to reflect the Replacement Vehicle is for record-keeping purposes only and does not vary or replace any term of the Original Agreement unless expressly stated in writing by the Owner.

13. Return of Vehicle:

13.1. The Hirer must return the Vehicle to the Owner on the date, time and location specified in the Agreement and in the same condition as it was at the commencement of the Hire Period (reasonable wear and tear excepted).

13.2. On return of the Vehicle the Owner will carry out a post rental inspection. The Hirer must allow extra time after return of the Vehicle to complete such an inspection.

13.3. If a Security Bond has been paid it will be refunded to the Hirer after the return of the Vehicle provided that:

13.3.1. the Vehicle and all equipment and accessories have been returned;

13.3.2. all amounts payable under this Agreement have been paid;

13.3.3. there is no damage to the Vehicle;

13.3.4. the interior and exterior are clean; and

13.3.5. the Vehicle has been refuelled.

13.4. If any of the conditions stipulated above are not met, the Owner may retain the Security Bond until all payments have been paid and all damage, cleaning and other charges payable under this Agreement have been paid. In the event that the Hirer fails to make payment of such charges, the Security Bond will be applied towards these outstanding amounts and any remaining amount will be refunded to the Hirer. The Security Bond may also be used, in addition to the Loss or Damage Liability, to cover any damage-related costs or associated fees (e.g., claim management, immobilisation, repair shortfalls), regardless of whether the Hirer is at fault or not, where the Owner has not been fully reimbursed by a third party or insurer.

13.5. If the Hirer does not return the Vehicle on the date and by the time shown on this Agreement (or any extended date or time agreed with the Owner in writing) or the Vehicle is returned damaged then:

13.5.1. After written notice to the Hirer, the Owner may report the Vehicle as stolen to the police; and

13.5.2. The Hirer must pay the Owner all Rental Charges (including additional Rental Charges) and compensate the Owner for any loss the Owner suffers (including all reasonable Costs the Owner incurs in recovering the Vehicle) up to the time that the Vehicle is recovered by the Owner.

13A. Fuel Level Verification & Refuelling Proof

13A.1. The Vehicle's fuel level will be assessed both at the time of return and again during the post-return inspection once the Vehicle has been restarted and repositioned.

13A.2. If the Vehicle's fuel gauge indicates a reduction in fuel level (for example, a one-bar drop or equivalent) after the Hirer departs the return area, the Owner will rely on the subsequent verified reading as the true fuel level for refuelling and charging purposes.

13A.3. To prevent such discrepancies, the Hirer must refuel the Vehicle within 10 kilometres of the return branch immediately before drop-off and must provide a valid fuel-purchase receipt showing the date, time, and location of refuelling. Failure to provide a receipt may result in the Owner relying on the post-return fuel-level reading as conclusive evidence of the amount of fuel returned.

13A.4. Minor variations in the fuel gauge after engine restart, temperature change, or vehicle relocation are recognised as normal and shall not be deemed a fault of the Owner. The Hirer authorises the Owner to charge the cost of replenishing any verified shortfall plus the standard refuelling service fee listed on the Rental Document.

13A.5. By signing this Agreement, the Hirer acknowledges awareness of this policy and agrees that refuelling outside the specified proximity or failure to produce proof of refuelling may result in additional fuel and service fees.

13A.6. Fuel Tampering, Gauge Manipulation and False Refuelling Claims

The Hirer must not tamper with, manipulate, or attempt to influence the Vehicle's fuel gauge, telemetry data, or fuel readings, including by adding insufficient fuel ("token refuel"), disconnecting the battery, using fuel-manipulation devices or apps, or presenting false or misleading fuel receipts. Any such conduct constitutes a breach of this Agreement and authorises the Owner to charge the verified shortfall, the standard refuelling fee, and a Fuel Tampering Fee of AUD $199. The Owner's verified fuel reading after repositioning the Vehicle is conclusive evidence of the fuel level.

13B. Photographic Condition Evidence

If the Vehicle is returned in a dirty condition and later appears cleaner or dirtier in photos taken during repair assessment, the Hirer agrees that the repairer's photos are definitive, as the Vehicle may accumulate dust, pollen, overspray, or handling marks after return.

Such environmental appearance changes do not invalidate damage charges.

13C. Post-Return Damage Discovery & Verbal Check Disclaimer

Any verbal acknowledgment by staff at the time of vehicle drop-off that the Vehicle appears "all good", "all fine", or similar does not constitute a final inspection and is not binding on the Owner.

The Hirer acknowledges that damage may only become visible once the Vehicle is moved, cleaned, dried, inspected under proper lighting, or photographed as part of the Owner's standard check-in and assessment procedures.

The Owner's inspection conducted after the Vehicle has been repositioned for cleaning, photography, fuelling, or processing is the official and final inspection, and forms the basis of any damage assessment or charges.

The Hirer accepts full liability for any damage identified during this post-return inspection, regardless of whether such damage was apparent at the time of physical return or whether a staff member verbally indicated that the Vehicle appeared undamaged.

Environmental factors such as rain, dirt, shadows, poor visibility, or the condition in which the Vehicle is returned do not limit the Hirer 's liability for damage discovered during the post-return inspection.

The Owner may rely on time-stamped photographs, videos, repairer reports, telematics, or workshop assessments as conclusive evidence of the Vehicle's condition following return.

13C.1. If the Hirer has breached the Agreement and this breach of the Agreement has caused the downtime of the Vehicle, the Hirer will be liable to pay a per day loss of revenue fee based on the actual downtime of the Vehicle (or, where the actual downtime is not known, a reasonable estimate of that downtime). This amount will be in addition to the other fees and charges applicable to the late return of the Vehicle or as a result of any breach under the Agreement and is referred to as an "immobilisation fee".

13C.A – Vehicle Immobilisation Fee 13C.A.1

Where the Vehicle is damaged, unroadworthy, unsafe, or otherwise unavailable for hire due to an Incident occurring during the Hire Period, the Hirer must pay a Daily Immobilisation Fee for each calendar day (or part day) the Vehicle is off-fleet for assessment, parts procurement, or repair.

13C.A.2

The Daily Immobilisation Fee is calculated in accordance with the Immobilisation Fee Schedule in clause 13C.B, which reflects the Owner's genuine estimate of lost rental income and associated downtime costs for the relevant Vehicle Category.

13C.A.3

The Hirer acknowledges that the Daily Immobilisation Fee is compensatory and represents a reasonable pre-estimate of the Owner 's loss arising from Vehicle downtime and is not a penalty.

13C.A.4. For avoidance of doubt, the Owner:

(a) is not required to prove an actual lost rental booking and need only demonstrate that the Vehicle's earning capacity was impaired (Mediterranean Trader v. Nisyrus principle).

(b) May recover loss of use even where the Vehicle could theoretically have been substituted.

(c) May apply the fee regardless of insurer assessment delays, part delays, repair queues, inspection requirements, or supply-chain hold-ups.

(d) May apply the fee even when the Vehicle is ultimately deemed a total loss.

13C.A.5 This clause is compliant with ACL ss. 259(4), 267(2), which entitle a supplier to recover reasonably foreseeable loss arising from damage to goods caused by a consumer or third party.

13C.A.6 Payment of this fee does not limit the Owner's right to recover any additional proven loss, including loss of profit, towing, storage, salvage shortfall, or other consequential economic loss (Hungerfords v Walker (1989) 171 CLR 125).

13C.B – Immobilisation Fee: Where a Vehicle is immobilised and unavailable for hire, an immobilisation fee will apply for each calendar day (or part thereof) that the Vehicle remains unavailable. The daily immobilisation fee will be the market rate or the daily rental rate applicable under this Agreement, whichever is higher.

13C.3. No Refund for Unused Rental Days –

Once the rental has commenced, no refunds will be issued for any unused rental days, regardless of early return or change of plans by the Hirer. This applies even if the Vehicle is returned earlier than the scheduled return date.

13C.4. Abandonment of Vehicle

If the Hirer abandons the Vehicle or fails to return it at the agreed time and location, the Owner reserves the right to treat the vehicle as unreturned, recover it at the Hirer's expense, and apply all applicable charges for towing, retrieval, administrative time, and immobilisation. In addition, the matter may be reported to authorities as vehicle theft.

13C.5. Visibility and Post-Cleaning Discovery of Damage

The Hirer acknowledges that dirt, rain, poor lighting, shadows, or contamination present at the time of return may conceal damage. The Owner 's inspection conducted after the Vehicle has been washed, dried, or photographed under proper lighting constitutes the official and final condition assessment. Damage identified during this process is deemed to have occurred during the Hire Period.

13C.6. Obstruction or Refusal of Inspection

If the Hirer refuses, obstructs, delays, or prevents a Vehicle inspection during a changeover or return, the Owner may rely on post-return inspection findings, telematics data, photographic evidence, or workshop assessments as final and conclusive evidence of the Vehicle 's condition. The Hirer waives any right to dispute damage identified after such obstruction.

13D. Fair Wear and Tear

Normal wear and tear is limited to minor deterioration consistent with ordinary use, excluding damage such as scratches, dents, gouges, rim rash, tyre damage, cracked or chipped glass, interior stains, tears, odours, or impact-related damage. Any damage outside reasonable wear and tear is chargeable to the Hirer.

13D.1. After-Hours Return, Airport Drop-Off & Third-Party Parking Locations

13D.2. Responsibility Until Official Inspection

Where the Vehicle is returned outside business hours, including but not limited to airport drop-off locations, third-party parking facilities, or Andrew 's Airport Parking (Brisbane Branch), the Hirer remains fully responsible for the Vehicle until the Owner has completed the official post-return inspection in accordance with Clause 13.2.

13D.3. Condition Assessment at Collection Site

If the Owner collects the Vehicle from any after-hours location and identifies new damage, the Owner may rely on the condition of the Vehicle as documented at the time of collection. The Hirer authorises the applicable Loss or Damage Liability Amount, together with any associated fees, to be charged in accordance with this Agreement.

13D.4. Hirer-Provided Photo Evidence

If the Hirer provides clear, time-stamped photographic or video evidence showing the Vehicle's condition at the exact time and location it was returned, the Owner will review such evidence. However, where the Owner's time-stamped photographic evidence taken at the collection site shows new damage not visible or reported by the Hirer at drop-off, the Owner's evidence shall be treated as the official and conclusive condition assessment, subject to the Owner acting reasonably and in good faith.

13D.5. Unattended Return Risk

The Hirer acknowledges and accepts that after-hours return areas—including airport zones, public car parks, and third-party facilities—are not controlled or monitored by the Owner. Any damage, theft, vandalism, or loss occurring before the Owner's collection is deemed to have occurred during the Hire Period and is fully chargeable to the Hirer.

13D.6. Required Evidence from Hirer

Where the Hirer relies on photographic evidence, they must provide:

(a) clear images of all sides of the Vehicle;

(b) accurate time-stamping;

(c) the exact drop-off location visible in the imagery; and

(d) images taken immediately at drop-off.

Failure to provide such verifiable evidence will result in the Owner relying on its own post-collection inspection.

13D.7. No Verbal Statements Binding

No verbal statements made by third-party parking staff or airport personnel constitute an inspection or acceptance of the Vehicle 's condition. Only the Owner's official inspection applies.

13D.8. Incorrect or Contaminated Fuel

The Hirer is liable for all costs arising from the use of incorrect, contaminated, or poor-quality fuel, including but not limited to diesel –petrol mix, E10 contamination, water ingress, AdBlue misuse, or the introduction of foreign substances. Costs may include tank draining, flushing, mechanical repairs, towing, downtime, roadside assistance, and recovery of loss of use.

13E – Claims Management Fee – $50 to $495

13E.1

Where the Vehicle is involved in an Incident resulting in damage, the Hirer must pay a Claims Management Fee $50 to $495 per Incident, being a reasonable pre-estimate of the administrative, operational and managerial costs incurred by the Owner in processing, handling, and resolving the claim.

13E.2

The Claims

Management Fee covers:

(a) claims intake, review, and assessment;

(b) communication with the Hirer, repairers, and assessors;

(c) document preparation, photographic evidence, and incident records;

(d) accounting and financial administration; and

(e) managerial oversight and compliance handling.

13E.3

The Claims Management Fee is payable irrespective of whether:

(a) a third party is at fault;

(b) a third party can be identified; or

(c) the Hirer holds Loss or Damage Liability Reduction product.

14. Liability for Loss or Damage

14.1. The Hirer will be liable to compensate the Owner for any damage to or loss of the Vehicle, including hail or storm related damage, or theft of the Vehicle, during the Hire Period (except where any damage to or loss of the Vehicle results from the Owner's failure to properly maintain the Vehicle or is directly due to the negligence or wilful default of the Owner).

14A.1.1 Reconciliation and Refund of Upfront LDL: Where the Hirer pays the full Loss or Damage Liability Amount upfront following an incident, the Owner will apply the payment to cover the total verified costs, including: the actual cost of repair (as detailed in the repairer's final invoice), the Claims Management Fee (as detailed in Clause 13E), and any accrued Daily Immobilisation Fees (as detailed in Clause 13C.B). Any amount of the upfront Loss or Damage Liability payment that exceeds these total costs will be refunded to the Hirer once the final invoice has been processed and reconciliation is complete. The Hirer acknowledges that this process may take a reasonable time, depending on the repair and assessment schedule.

14.2. The Hirer is also liable for damage to third party property which is caused or contributed to by the Hirer or an Authorised Driver or any person the Hirer or the Authorised Driver allows to drive the Vehicle.

14.3. If, acting reasonably, the Owner accepts that the loss or damage was not the Hirer's fault, the Hirer will not be liable to compensate the Owner provided:

14.3.1. The Hirer is resident in Australia;

14.3.2. The Hirer provides the Owner with the following details of the Incident:

14.3.2.1. the name, residential address, contact phone and licence number of any person involved;

14.3.2.2. the registration numbers of all vehicles involved;

14.3.2.3. an accurate description of the Incident and the location;

14.3.2.4. the names of any attending police officers and the stations at which they are based;

14.3.2.5. the name of any insurer of any third party the Hirer believes was at fault; and

14.3.3. The Owner recovers the full amount of the loss or damage from the third party or the insurer of that third party, including but not limited to repair costs, immobilisation fees, administrative costs, and claim management fees.

14.3.4. If the amount recovered from the third-party or their insurer is less than the full cost incurred, the shortfall will be deducted from the Loss or Damage Liability Amount or any Security Bond held. Only the remaining balance, if any, will be refunded to the Hirer.

14.4. Where the Hirer is required to pay the Owner, the amount the Hirer must pay for any loss, damage, repair, cost or fee:

14.4.1. may be reasonably determined by the Owner; and

14.4.2. in relation to damage to the Vehicle, is the lesser of the cost of repairs to the Vehicle or the market value of the Vehicle at the time of damage.

14A. Third-Party At-Fault or Partially At-Fault Incidents

14A.1. In the event of damage caused by a third party, the Hirer remains liable for the full Loss or Damage Liability Amount at the time of return, pending acceptance of liability and reimbursement by the third-party insurer.

14A.2. Where a third-party accepts partial liability or disputes any claim components (e.g., immobilisation fees, admin fees and/or claim management fees), the Hirer is liable for any unrecovered portion.

14A.3. In no case shall the Owner be required to refund the full Loss or Damage Liability or Security Bond unless full reimbursement has been received from the at-fault party's insurer. The Owner shall act reasonably and in good faith in seeking recovery.

14A.4. No Right to Nominate a Repairer

The Hirer acknowledges that the Owner must use licensed repairers within its approved network and that the Hirer has no right to choose, direct, or require repairs to be completed by a repairer of their choice.

The Owner will not obtain competitive quotes or alternative pricing, and the Hirer agrees that this does not constitute a breach of the Australian Consumer Law.

14A.5. No Obligation to Provide a Pre-Repair Quote

The Owner is not required to provide the Hirer with a quotation before repairs commence.

The Owner may proceed with immediate repairs to protect the Vehicle's condition, safety, and value. The final tax invoice issued by the repairer will constitute the recoverable amount payable by the Hirer.

14A.6. Prohibition on Independent Repair Quotes or Third-Party Negotiation

The Hirer must not obtain independent repair quotes, negotiate with repairers, instruct third-party assessors, or lodge claims with any insurer (including their own insurer) without the Owner's written consent. All repair, assessment, and insurer communication must occur exclusively through the Owner. Any breach voids coverage and authorises the Owner to recover all associated administrative and legal costs.

14A.7. Provision of Dashcam or External Video Evidence

If the Hirer or an Authorised Driver possesses dashcam footage, mobile phone footage, CCTV clips, or third-party video recordings relevant to an accident or incident, they must provide such footage to the Owner within 24 hours of request. Withholding, deleting, or failing to provide such evidence constitutes non-cooperation and permits the Owner to apply Delay Fees and recover any resulting losses.

14B. Hirer At-Fault Accidents

14B.1. Where the Hirer or an Authorised Driver is deemed at fault or where no third-party insurer accepts liability, the Hirer is liable for all losses up to the Loss or Damage Liability Amount, plus any excluded damages, immobilisation costs, and administrative fees as per Clauses 14 and 15.

14B.2. The Owner may apply both the Security Bond and the Loss or Damage Liability Amount to cover the total cost of damage, administrative charges, and loss of use.

14B.3 Direct Liability for Third-Party Damage

If the Hirer causes damage to a third party's vehicle or property, Simba Car Hire may cover the loss only if the Hirer has purchased Premium Cover or $0 Loss or Damage Liability from Simba Car Hire and has complied with all obligations under this Agreement.

Coverage is subject to confirmation of liability, including documentation from the third party or their insurer. Until such confirmation is received, the Hirer remains fully responsible for the third-party loss.

14B.4 Loss or Damage Liability Does Not Limit Third-Party Liability

The Hirer acknowledges that payment of the Loss or Damage Liability (LDL) or any reduced LDL amount applies only to damage to the Rental Vehicle.

LDL does not automatically cover third-party property damage, insurer excesses, subrogation claims, towing fees, legal costs, loss of use, or any other third-party costs arising from an incident.

The Hirer remains fully liable for all third-party losses, claims, costs, or proceedings arising from an incident, regardless of whether LDL has been paid. Simba Car Hire may recover from the Hirer any third-party liabilities or costs incurred.

Coverage for third-party damage may be provided only where Premium Cover or $0 LDL has been purchased from Simba Car Hire and all conditions under the Agreement have been met.

14B.5 Total Loss and Vehicle Write-Off Liability

(a) If the Rental Vehicle is involved in an Incident and is subsequently declared a total loss, write-off, or beyond economical repair (as determined by the Owner, an insurer, or a licensed assessor), the Hirer is liable for the full Loss or Damage Liability amount applicable under this Agreement, regardless of fault or circumstances of the Incident unless the Hirer has purchased an Loss or Damage Liability Reduction that expressly covers total loss

events.

(b) In addition to the Loss or Damage Liability, the Hirer is liable to the Owner for up to thirty (30) calendar days of Immobilisation Fees, calculated at the Owner 's maximum daily immobilisation rate, representing the Owner's loss of use, administrative time, assessment delays, salvage processing, and commercial downtime arising from the total loss of the vehicle.

(c) The Hirer acknowledges that in total loss scenarios, the Rental Vehicle is unavailable for rent for a commercially significant period, and the immobilisation period represents the reasonable timeframe required for assessment, insurer determination, settlement processes, and fleet replacement.

(d) The Hirer agrees that the Loss or Damage Liability does not limit, cap, or extinguish liability for Immobilisation Fees in the event of a total loss, and the Owner retains full rights to recover such loss of use from the Hirer.

(e) Immobilisation Fees payable under this clause apply independently of any assessment, payout, or reimbursement made by any insurer or third party, and remain the responsibility of the Hirer.

(f) This clause survives the termination or expiry of the Rental Period.

14B.6 Clarification of Third-Party Liability

If the Hirer believes that a third party is at fault, the Loss or Damage Liability (or applicable reduced amount) must still be paid in full to lodge a claim. Coverage or release of the Loss or Damage Liability will only occur once Simba Car Hire receives:

Written confirmation of liability from the third party;

The third party's valid driving licence details, residential address, and contact information; and

Vehicle details and/or insurance information including claim number, if applicable.

Until such documentation is received, the Loss or Damage Liability remains payable by the Hirer. Simba Car Hire may seek to recover the Loss or Damage Liability from the at-fault third party once liability has been formally accepted.

14C. Non-Cooperation or Failure to Assist in Claims

14C.1. If the Hirer fails to assist or cooperate in the claims process (including by refusing to provide statements, documentation, or insurance details), the Owner reserves the right to treat the incident as if liability remains with the Hirer.

14C.2. Non-compliance with post-accident obligations, including failure to notify police or provide insurer details, will result in forfeiture of the Loss or Damage Liability Reduction and any right to refund.

14C.3. Delay Fees for Non-Cooperation

If the Hirer fails to provide timely cooperation in the claims process—including failure to return calls, emails, insurer requests, witness statements, or documents—the Owner may charge a Delay and Administration Fee up to AUD $295 per day until the required cooperation is received. Failure to cooperate may also void any Loss or Damage Liability Reduction or coverage purchased.

14D. Refund Hold During Investigations

14D.1. In the event of an Incident, accident, or damage—regardless of fault—the Owner reserves the right to withhold the refund of any Loss or Damage Liability Amount, Security Bond, or other refundable fees until all relevant investigations are completed, including but not limited to insurer assessment, police reporting, third-party statements, and vehicle inspections. The Owner will act reasonably and in good faith but is not bound to any arbitrary timeframe for refund during such investigations.

14E. False or Incomplete Accident Reports

14E.1. If the Hirer provides misleading, incomplete, or false information in relation to an Incident, the Owner may treat the Loss or Damage Liability Reduction or any damage coverage as void. The Hirer may be held liable for the full cost of damage, loss of income, and associated administrative and legal expenses.

14F. Recovery of Incidental and Ancillary Losses

14F.1. In addition to any repair or replacement costs, the Hirer is liable for reasonable incidental losses incurred by the Owner as a result of an Incident, including but not limited to: towing, storage, vehicle relocation, expert assessment fees, third-party claim investigation fees, and temporary replacement vehicle sourcing.

14G. Rego and CTP Disclosure & Charges

14G.1 Owner warranty – The Owner supplies the Vehicle with current registration (rego) and Compulsory Third Party (CTP) insurance for the State/Territory of hire.

14G.2 Scope of CTP – CTP is a statutory personal-injury scheme. It does not cover damage to the Vehicle, damage to third-party property, loss of use, towing, cleaning, administration, claim management or immobilisation costs.

14G.3 Rego & CTP Levy (additional charge) – A separate Rego & CTP Levy is charged in addition to the rental price (per day or part thereof) at the rate shown on the Rental Document. This levy is a statutory/owner recovery charge and is non-refundable once the rental commences, except as required by law.

14G.4 No reduction of LDL or LDL Reduction – Payment of the Rego & CTP Levy does not vary, reduce, or replace any LDL Amount, LDL Reduction, or other protections under clauses 14 and 15.

14G.5 Care & notification – The Hirer must not tamper with registration plates, labels, or toll devices and must promptly notify the Owner of any defect, loss, or damage relating to rego items.

14G.6 Third-party at-fault scenarios – Where a third party may be at fault, the Hirer must still pay the LDL Amount at return. Any refund is handled in accordance with clause 14A once recovery is received from the at-fault party/insurer.

14G.7 No variation of exclusions – Exclusions elsewhere in this Agreement (including flood/water ingress and negligent use) continue to apply.

14G.A. Third-Party Insurance and External Cover Providers (e.g., RentalCover.com)

14G.A.1. The Hirer acknowledges that any insurance, protection, or "Full Cover" product purchased from a third-party provider (including, but not limited to, RentalCover.com, DiscoverCars Protection, or other online intermediaries) is not a policy of insurance issued or administered by Simba Car Hire, Renzo Services Pty Ltd, or any of its affiliates ("the Owner").

14G.A.2. Such third-party policies operate between the Hirer and the external provider only, and do not remove or reduce the Hirer 's contractual obligations to the Owner under this Agreement. All damage, loss, or incident-related costs—including, but not limited to:

the applicable Excess LDL Amount shown on the Rental Document,

the Daily Immobilisation Fee (refer to clause 13C.B) while the Vehicle is off-fleet for assessment or repair, and

14G.A.3. The Hirer is responsible for seeking reimbursement of any amounts paid to the Owner directly from their third-party provider, in accordance with that provider's policy terms and claims process. The Owner is not required to correspond with, liaise with, or claim against any third-party insurer on behalf of the Hirer.

14G.A.4. Marketing or advertising descriptions such as "Full Protection", "Zero Excess", or "Complete Cover" used by external agents or insurance providers do not override the terms of this Rental Agreement. The Owner strongly encourages all Hirers to read their third-party provider 's policy wording before vehicle collection to avoid misunderstanding.

14G.A.5. By signing this Rental Agreement, the Hirer confirms they have been verbally informed of this clause and understand that any reimbursement, refund, or compensation for charges imposed under this Agreement must be claimed directly from their chosen third-party provider.

14H. Accuracy of Repairer Invoices and Corrections

14H.1. The Owner may rely on invoices, quotes, or documentation issued by third-party repairers, suppliers, or service providers in relation to the assessment and recovery of damage costs. While the Owner takes reasonable steps to ensure the accuracy of such information, errors may occur due to clerical mistakes, software or system malfunctions, or incorrect data provided by external parties.

14H.2. If an error is identified on any such invoice or documentation, the Owner reserves the right to amend, correct, or reissue the final invoice to reflect the accurate amount payable.

14H.3. The Hirer will only be held liable for the actual and reasonable cost of repairs and associated charges, in accordance with the Australian Consumer Law, and not for any overcharge resulting from such errors.

14H.4. Upon request, the Owner will provide the Hirer with reasonable evidence of the corrected costs, including documentation from the relevant repairer or service provider.

14H.5. Finality of Repairer Costs & No Amendments After Completion

Once repairs have been completed by a licensed repairer and the Owner has been issued a final tax invoice, the Hirer acknowledges and agrees that:

(a) all removal and refit operations, parts, paint, materials, labour, blending, sublet work, and any associated repair processes undertaken by the repairer are outside the operational scope, control, and discretion of the Owner.

(b) the Owner is legally required to rely on the repairer's professional assessment and final invoice, and cannot alter, amend, negotiate, reduce, or modify the amounts charged once the repair has been completed and the invoice issued.

(c) all such costs are deemed reasonable and recoverable under section 54 and 259 of the Australian Consumer Law, as they are necessary to restore the Vehicle to a roadworthy, safe, and compliant condition; and

(d) the Hirer is liable to pay the full cost of repairs as invoiced, regardless of the Hirer's personal opinions about the scope, method, or cost of work performed.

The Hirer further agrees that disputes about the repairer's methodology, pricing, or scope must be directed to the licensed repairer, and do not limit or delay the Hirer's payment obligations under this Agreement.

14H.6. Final Repair Invoice Binding

The Hirer acknowledges that the repairer's final invoice represents the actual and enforceable cost under this Agreement. The Owner is not required to justify pricing, labour hours, or line-items beyond providing the invoice itself.

14I. Default in Payment; Referral to Insurers and Third Parties

14I.1. If the Hirer fails to pay any Incident Charges (including Loss Damage Liability, Loss of Use/Immobilisation and/or Claims Management Fees) by the due date, the Hirer is in default.

14I.2. Where (a) the Hirer or an Authorised Driver is at-fault, or liability otherwise remains with the Hirer in accordance with this Agreement, and (b) the Hirer is in default under clause 14I.1, the Owner may:

(a) provide the Hirer's details and relevant hire/incident documentation to any insurer, repairer, assessor or third-party seeking compensation for loss arising from the incident.

(b) direct any third party or insurer to pursue the Hirer directly for their losses to the extent permitted by law; and

(c) assign or subrogate the Owner's rights of recovery (in whole or part) against the Hirer to an insurer or recovery agent.

14I.3. The Owner is not obliged to advance funds, negotiate or settle third-party claims on the Hirer's behalf while the Hirer is in default, but may do so at its discretion without waiving any rights to recover from the Hirer.

14J. Deferred Repairs, Excess Retention & Temporary Re-Hire Policy

14J.1. In certain circumstances, the Owner may, at its discretion, temporarily re-hire a Vehicle that has sustained damage during a previous hire before the completion of repairs. This may occur when immediate repairs are not practicable due to parts availability, booking demand, or operational requirements.

14J.2. Where the Vehicle is re-hired prior to repair, the Hirer who caused the original damage remains liable for all damage and repair costs, and the LDL Amount or Security Bond collected in relation to that incident will be retained in full by the Owner until the repair is completed and the final cost of repairs is confirmed.

14J.3. The Owner is under no obligation to refund or release the LDL Amount prior to completion of repairs, regardless of whether the Vehicle was temporarily re-hired or operationally used by the Owner during the interim period.

14J.4. For the avoidance of doubt:

(a) The Hirer acknowledges that temporary use of the Vehicle by the Owner or subsequent hirers does not negate the original damage, nor does it waive or reduce the Hirer's liability.

(b) The Hirer agrees that the LDL Amount represents security against confirmed and future repair costs, administrative fees, and incidental expenses associated with the same incident.

(c) Any Daily Immobilisation Fees will only accrue for the period during which the Vehicle is unavailable for rental (i.e., the period it is physically off fleet for repair), not for the period it remained in temporary use following the incident.

14J.5. Once repairs are finalised and costs are confirmed, the Owner will reconcile the repair invoice against the retained LDL Amount. Any balance (if applicable) will be refunded to the Hirer within a reasonable period.

14J.6. The Hirer acknowledges and agrees that this policy is fair and reasonable given operational fleet constraints, and that the Owner 's decision to defer repairs or re-hire the Vehicle temporarily does not constitute double-charging, misrepresentation, or unfair practice under the Australian Consumer Law.

14J.7. The Owner retains sole discretion, acting reasonably and in good faith, to determine the timing of repairs and the period of immobilisation. The Hirer waives any right to dispute the delay or temporary re-use of the Vehicle, provided the Owner applies this clause in accordance with its stated terms.

14K. Upfront Loss or Damage Liability Payment, Reconciliation, and Refund Policy

14K.1. Upfront Payment Requirement for All Incidents: In the event of any damage, loss, or incident involving the Vehicle, including damage to minor components such as hubcaps, wheel trims, rims, or keys, the Hirer acknowledges and agrees that they are required to pay the full LDL Amount applicable to the rental as specified on the Rental Document. This upfront payment serves as security to cover the estimated or potential total costs incurred by the Owner.

14K.2. Final Cost Reconciliation: Upon completion of all repairs and final administrative processing, the Owner will reconcile the total costs incurred. These costs include:

The actual and reasonable cost of repair or replacement for all damaged components (e.g., replacement hubcap cost, repairer invoice, etc.). The Claims Management Fee itemised in Clause 13E.

Any applicable Daily Immobilisation Fee (or part thereof) under clause 13C.B

The Hirer must pay the Claims Management Fee and the Daily Immobilisation Fee applicable under clause 13C.B and 13E.

14K.3. Refund of Remainder: The Owner will refund the remainder of the upfront LDL payment to the Hirer if the paid LDL amount exceeds the total costs incurred. The Hirer agrees that this process ensures the final amount retained by the Owner represents only the actual and reasonable loss and associated administrative and loss-of-use costs, consistent with the Australian Consumer Law.

14K.4. Payment Authority: The Hirer expressly authorises the Owner to charge the full LDL Amount upfront and acknowledges that the refund process will commence only after the final tax invoice from the repairer is received and the total loss is verified.

14L.1. Where the Hirer owes any outstanding balance, LDL Amount, costs, damages, administrative fees, or other charges under this Agreement, the

Owner may withhold the release of claim documentation, including internal assessments, photographs, correspondence, and insurer-prepared materials, until full payment has been received.

14L.2. This clause does not prevent the Owner from providing statutory documents required by law, including tax invoices, repairer invoices, or police report details where applicable.

14L.3. The Hirer remains responsible for submitting any insurance claim within their policy timeframe, and the Owner is not liable for delays resulting from non-payment by the Hirer.

15. Loss or Damage Liability Reduction

15.1. Subject to clause 14, if the Hirer is liable to compensate the Owner, the Owner will waive that liability if:

15.1.1. the Hirer had accepted and paid for the Loss or Damage Liability Reduction option on the Rental Document (or it is included in the daily rate); and

15.1.2. the Hirer pays the Owner the Loss or Damage Liability Amount for each separate event involving:

15.1.3. Continuity of Cover After Replacement Vehicle

Any Loss or Damage Liability Reduction Product, Premium Cover, Everyday Cover, or Additional Fee Protection purchased by the Hirer applies to the Hire Period as a whole and does not reset when a Replacement Vehicle is issued. Where multiple incidents occur across any vehicles supplied during the Hire Period, each incident is treated separately and subject to the applicable Loss or Damage Liability Amount and exclusions.

15.1.2.1. damage (including hail damage) to, or loss of, the Vehicle; and

15.1.2.2. damage which is caused by the Hirer or an Authorised Driver.

15.2.

15.2.1. Overhead Damage or Underbody Damage (including, without limitation, damage which occurs if the Hirer comes into contact with including, but not limited to, a bridge, a tunnel, a tree, or the roof or boom gate of a car park, or damage, including but not limited to, the exhaust systems, suspension and chassis caused by carelessly driving over gutters or kerbs or driving along poor quality roads at excessive speeds) which damage is not attributable to fair wear and tear;

15.2.2. The Hirer driving the Vehicle in a manner that results in total or partial inundation or immersion of the Vehicle in water or exposure of the Vehicle to salt water (including, without limitation, damage which occurs as a result of the Hirer driving the Vehicle through floods, creeks or rivers);

15.2.3. damage to the Vehicle caused by a breach of the terms and conditions.

15.2.4. damage to a tyre or an accessory not attributable to fair wear and tear that is caused deliberately or recklessly by the Hirer.

15.2.5. theft of the Vehicle, unless the Hirer reports the Vehicle as stolen to the police immediately on becoming aware of the theft and provides a copy of the police report to the Owner as soon as the Hirer receivers it; or

15.2.6. loss or damage to the Hirer's property, the property of a member of the Hirer's immediate family or of a person related to the Hirer or a person residing at the Hirer's premises if that loss or damage is from a breach of this Agreement.

15.2.7. Damage to the Vehicle caused by exposure to water, including but not limited to the partial or full immersion of the Vehicle in water, submersion due to road flooding, storm surge, or failure to avoid flood-prone areas. This exclusion applies irrespective of whether the Hirer was aware of the flooding at the time of the incident. Any damage arising from such exposure is the sole responsibility of the Hirer and is not covered by the Loss Damage Waiver or any excess reduction product.

15.2.8. Negligent or Improper Use of Vehicle –

Damage resulting from negligent driving practices or improper use of the Vehicle, including but not limited to:

- Driving into or colliding with gates, walls, posts, barriers, or enclosed areas.
- Misjudging height or width clearance when entering or exiting car parks, garages, or drive-through structures.
- Damage caused by using the Vehicle in reverse without due caution.
- Damage to the vehicle's roof, panels, mirrors, or underbody due to operator error.
- Any damage that, in the reasonable opinion of the Owner, could have been avoided by prudent and responsible driving.

Such incidents are not covered under any excess waiver or damage protection plan, regardless of whether Premium Cover or any additional insurance has been purchased.

For the purposes of clauses 15.2, 17, any reference to the Hirer includes an Authorised Driver and any person the Hirer or an Authorised Driver allows to drive the Vehicle.

15.3 Multiple Incidents / Ambiguous Damage Allocation

(a) Where the Hirer has purchased a Premium Cover or Loss or Damage Liability Reduction product reducing the Excess Amount to $0.00, such cover applies to one (1) incident only per Hire Period.

(b) Any subsequent incident, damage event, or loss to the Vehicle occurring during the same Hire Period —whether related or unrelated to the first incident—will not be covered under Loss or Damage Liability Reduction product. The Hirer will be liable for the full standard Loss or Damage Liability Amount (as shown on the Rental Document) in respect of each additional incident.

(c) If multiple areas of damage are discovered on return of the Vehicle and the sequence or timing of those damages cannot be conclusively established, the Owner will, acting reasonably and in good faith, treat the more substantial or higher-cost repair as the uncovered (chargeable) damage and apply the Premium Cover to the lesser-cost damage.

(d) The Owner's determination of repair scope and cost, based on independent or internal assessment and supporting documentation, shall be final and binding, subject to the Hirer's statutory rights under the Australian Consumer Law.

AFP, if purchased, applies to the first incident only and does not affect the Hirer's insurance excess.

15.4. The Owner will refund the Hirer the Loss or Damage Liability Amount where it receives payment in full for the relevant loss or damage to the Vehicle.

16. Additional Fee Protection (AFP) - Add On

16.1 Additional Fee Protection (AFP) is an optional add-on product available for purchase at the time of rental. AFP does not alter or reduce the Hirer 's Loss or Damage Liability but waives certain operational and administrative charges that would otherwise apply in the event of an incident.

16.2 When AFP is purchased and listed on the Rental Document, the following fees are waived:

(a) The Daily Immobilisation Fee (refer to clause 13C.B) otherwise payable under this Agreement for each day the vehicle is off fleet for assessment or repair; and

(b) The Claims Management Fee ($295) otherwise payable per incident.

16.3 AFP does not cover:

(a) The insurance excess Loss or Damage Liability, repair or replacement costs, or any excluded damage types as listed in Clauses 14 and 15.

(b) Damage due to negligence, breach of contract, unreported incidents, or excluded scenarios (including flood, underbody, overhead, or water ingress damage);

(c) Third-party liability, loss of income, towing, or administrative fees unrelated to claims management or immobilisation.

16.4 Conditions:

(a) AFP must be purchased and listed on the Rental Document prior to vehicle collection.

(b) AFP applies per rental period and per incident only.

(c) In cases where multiple incidents occur during a single hire, AFP will apply to the first incident only; and

(d) The Owner reserves the right to void AFP if the Hirer breaches any term of this Agreement, fails to report an incident within 24 hours, or provides false or misleading information.

16.5 AFP does not constitute an insurance product and is a fee-waiver mechanism administered solely by the Owner. It operates independently of any external insurer or third-party cover provider.

16A. Telematics, GPS & Data Monitoring

16A.1 The Vehicle is equipped with electronic devices, including but not limited to GPS, telematics, and security tracking systems, to monitor location, speed, distance, fuel usage, ignition status, accident detection, and other operational data.

16A.2 The Hirer gives full consent for the Owner to collect, store, and use such data for lawful purposes including monitoring vehicle use, performance, and location.

detecting and investigating loss, theft, or misuse; assessing compliance with this Agreement; assisting insurers, law enforcement, and regulators.

16A.3 The Owner may disclose such data to third parties where necessary for insurance, recovery, enforcement, or compliance with law.

16A.4 All data is managed in accordance with the Privacy Act 1988 (Cth) and the Owner's Privacy Policy. The Hirer waives any claim for breach of privacy relating to the lawful use of telematics or GPS data under this clause.

16A.5. Telematics Data as Conclusive Evidence

Telematics, GPS, and onboard system data obtained from the Vehicle will be accepted as conclusive evidence of mileage, speed, usage, incident timing, and unauthorised travel.

The Hirer waives any right to challenge this data unless they provide expert evidence proving inaccuracy.

16A.6. Tampering with Security Systems, GPS or Telematics

The Hirer must not tamper with, disable, obscure, disconnect, remove, or interfere with the Vehicle's GPS, telematics, OBD systems, SIM modules, or security devices. Any interference constitutes a serious breach of this Agreement and authorises the Owner to immediately repossess the Vehicle, terminate the hire, and charge a Tampering Fee of AUD $495, plus all resulting costs, including towing, recovery, data extraction, and repairs.

16A.7. Modification or Disabling of Safety or Driver Assistance Systems

The Hirer must not disable, obscure, alter, or interfere with any Advanced Driver Assistance System (ADAS), including but not limited to lane-assist, collision warning, traction control, blind-spot monitoring, reversing sensors, dash cameras installed by the Owner, or factory safety settings. Any tampering or disabling constitutes a breach and authorises the Owner to charge a Safety System Tampering Fee of AUD $495 plus all associated costs.

16B. Repossession & Early Termination

16B.1 The Owner may, without notice, repossess the Vehicle at the Hirer's cost if:

the Hirer breaches any term of this Agreement; payment is dishonoured or overdue.

the Vehicle is at risk of damage, loss, or seizure.

the Hirer provides false, misleading, or fraudulent information.

16B.2 Repossession may occur using any lawful means, including entry to property or premises where the Vehicle is located. The Hirer authorises such entry for the limited purpose of recovery.

16B.3 All costs of repossession, towing, locksmith, administration, and transport are payable by the Hirer.

16B.4 Early termination under this clause does not entitle the Hirer to any refund or waiver of charges.

16B.5. The Hirer acknowledges and agrees that the Owner may appoint Choice Mercantile or any other licensed repossession or recovery agent to locate, recover, or repossess the Vehicle on the Owner's behalf. All rights granted to the Owner under this Agreement extend equally to any such authorised agent. The Hirer consents to the Vehicle being recovered by the Owner or its authorised agent using any lawful means, and all associated costs, fees, and charges are payable by the Hirer.

16C. Security Bond & Post-Rental Charges

16C.1 The Hirer authorises the Owner to charge the nominated credit/debit card or other payment method for any amount arising under this Agreement, including but not limited to:

damage, repairs, loss, towing, or recovery costs; administration fees, fines, tolls, and penalties; refuelling, cleaning, or environmental fees;

excess amounts, loss-of-use, and immobilisation charges; underpayment or late payment discovered after return.

16C.2 This authority remains valid for up to 90 days from the return date to allow for delayed third-party charges.

16C.3 The Hirer irrevocably authorises such charges and waives any claim of unauthorised transaction where the charge arises under this Agreement.

16D.Damage Exclusions & Non-Covered Events

- Regardless of any purchased insurance or Loss or Damage Liability Reduction product, the Hirer is fully liable for damage caused by or to:
- overhead objects (e.g., car park barriers, branches);
- undercarriage or roof.
- interior, seats, or vehicle trim.
- tyres, rims, hubcaps, or windscreen not resulting from collision.
- animals, birds, insects, or vermin.
- contamination by sand, salt, mud, smoke, or liquid.
- incorrect fuel, negligence, or failure to take due care. 16C.3. Financial Circumstances of the Hirer

The Hirer's personal financial circumstances, hardship, or budgeting limitations do not reduce, delay, or extinguish any amounts payable under this Agreement.

The Owner may proceed with recovery action irrespective of the Hirer's financial position.

16E. Mechanical Misuse & Warning Ignorance

16E.1 The Hirer must immediately cease driving if any warning light, overheating, or unusual noise occurs.

16E.2 Continuing to drive after an incident or ignoring warning indicators constitutes negligence. The Hirer is liable for resulting mechanical damage, recovery, and loss of use.

16F. Remote Area & Unsealed Road Liability

16F.1 Driving on unsealed, off-road, or restricted areas (including beaches, dirt tracks, national parks, and roads not gazetted for normal traffic) is prohibited unless expressly authorised in writing.

16F.2 Any damage, towing, recovery, or breakdown in such areas is fully at the Hirer's cost, regardless of purchased coverage. 16F.3 The Hirer is responsible for any additional recovery or call-out costs incurred beyond 100 kilometres from the rental branch. 16G. Cleaning, Contamination & Odour Fees

16G.1 The Vehicle must be returned in a clean, sanitary, and odour-free condition. 16G.2 Cleaning fees apply where the Vehicle is returned with:

pet hair, sand, stains, or strong odours (including smoke or food); biological waste (vomit, blood, etc.);

spillages of fuel, oil, or liquids.

16G.3 Minimum cleaning charge: $50 to $295

16G.4 The Owner may charge the Hirer's stored card without further notice for cleaning or decontamination fees.

16G.5. Smoking, Vaping, Drug Odours and Concealment Agents

Smoking, vaping, or use of any device producing vapour, aerosol, incense, cannabis smell, e-liquid residue, or chemical odour is strictly prohibited. The use of deodorising sprays, perfumes, or masking agents to conceal odours is treated as evidence of prohibited conduct. A minimum Decontamination Fee of AUD $450 applies, and the Hirer is liable for full detailing, ozone treatment, replacement of affected materials, and downtime charges.

16G.6. Lost, Missing, Damaged or Unreturned Keys

If the Vehicle keys are lost, stolen, damaged, tampered with, or not returned to the Owner at the end of the Hire Period, the Hirer is liable for all resulting costs, including key replacement, recoding or reprogramming, immobiliser reset, towing, locksmith attendance, and any downtime or loss of use.

16G.7. Cleanliness on Return

The Vehicle must be returned in a reasonably clean and hygienic condition, free from excessive dirt, rubbish, food waste, biological substances, sand, pet hair, stains, strong odours, or interior contamination. Cleaning fees apply where the Vehicle requires additional cleaning, detailing, sanitisation, or odour removal.

16H. Fraud, Misrepresentation & Identity Misuse

Any insurance, waiver, or damage cover is void if the Hirer:

provided false or misleading information (including age, licence, or payment details); used fraudulent identification or payment methods.

permitted unauthorised drivers to operate the Vehicle.

All resulting loss, damage, and legal costs become payable in full.

16I. Subrogation & Third-Party Recovery

16I.1 The Hirer authorises the Owner and its insurers to:

recover losses in the Hirer's name or on the Hirer's behalf.

disclose Hirer information to recovery agents, insurers, and authorities.

require full cooperation, including statements and attendance, in any proceedings.

16I.2 Failure to cooperate may result in forfeiture of coverage and further liability.

16J. Force Majeure

The Owner is not liable for any failure or delay in performance due to circumstances beyond its reasonable control, including natural disasters, system outages, strikes, government restrictions, flight cancellations, or industrial action.

Such delays or cancellations do not constitute breach of contract or entitle the Hirer to compensation. 16K. Internal Dispute Resolution

16K.1 The Hirer must first raise any dispute in writing to the Owner's Customer Care team at feedback@simbacarhire.com.au.

16K.2 The Owner will respond within 10 business days in accordance with its internal dispute resolution policy.

16K.3 If unresolved, the Hirer may refer the matter to the Australian Financial Complaints Authority (AFCA) or the AFIA Car Rental Conciliation Service. This process satisfies the Owner's obligations under the Australian Consumer Law and ensures disputes are handled fairly.

16K.4. Suspension of Parallel Action

The Hirer must not initiate a chargeback, legal proceeding, regulatory complaint, or external dispute process relating to any charge under this

Agreement while an internal investigation or claims process is ongoing. Initiating such action prematurely constitutes a breach of this Agreement and may result in immediate termination of coverage, recovery of legal costs, and referral to debt collection.

16K.5. No Reset of Dispute or Notice Periods Following Vehicle Swap

A Vehicle swap or issuance of a Replacement Vehicle does not reset, extend, or reopen any dispute-notification period, charge review period, investigation timeframe, or reporting requirement under this Agreement. All timeframes continue from the commencement of the Original Agreement.

16L. Severability & Entire Agreement

16L.1 If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions remain in full force and effect.

16L.2 This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, representations, or statements.

16L.3 In the event of inconsistency, the following order of precedence applies:

The signed Rental Agreement and Summary Page; Simba Car Hire Terms & Conditions.

Any rate or booking terms from third-party platforms.

16M. Vehicle Abandonment, Storage & Disposal

16M.1 If the Hirer abandons the Vehicle, fails to return it at the agreed time or location, or refuses to communicate with the Owner, the Vehicle will be deemed abandoned after 24 hours from the scheduled return time.

16M.2 The Owner may recover, tow, or repossess the Vehicle at the Hirer's cost. All recovery, transport, and storage costs are fully payable by the Hirer.

16M.3 If the Vehicle is held by a third party (towing yard, police, impound, or private premises), the Hirer remains responsible for all impound, release, storage, and administrative fees.

16M.4 The Owner may consider the Vehicle lost or stolen after 48 hours of non-contact and will report the matter to police.

16N. Third-Party Insurer Refusal & Own Risk

16N.1 Where a third-party insurer (including another driver's insurer) refuses liability, delays assessment, or disputes coverage, the Hirer remains jointly and severally liable for all costs until reimbursement is received.

16N.2 The Owner may pursue recovery directly from the Hirer and later reimburse the Hirer if recovery from the third party is successful.

16N.3 The Hirer acknowledges that no insurance product guarantees acceptance of claim and indemnifies the Owner for any delay or refusal of insurer payment.

16O. Misconduct, Intoxication & Reckless Driving

16O.1 Damage or loss arising from reckless, careless, or dangerous driving—including speeding, illegal racing, burnout activity, tailgating, or aggressive behaviour—is not covered under any protection plan.

16O.2 Driving while under the influence of alcohol, drugs, or fatigue immediately voids all insurance and waiver coverage, and renders the Hirer fully liable for all resulting loss, damage, and consequential costs.

16O.3 The Owner may use telematics, police reports, or witness statements as evidence of such conduct.

16O.4. Behavioural Misconduct and Staff Safety

The Owner maintains a zero-tolerance policy toward aggressive, abusive, threatening, discriminatory, or intimidating behaviour (including yelling, harassment, profanity, physical intimidation, or refusal to leave the premises when asked). Any such behaviour permits the Owner to immediately:

(a) refuse service.

(b) terminate the Agreement.

(c) require the Hirer to vacate the premises.

(d) decline future rental requests; and

(e) recover any resulting administrative, operational, or security costs. Video or audio recordings of such conduct may be retained as evidence.

16O.5. Unauthorised Photography, Videography and Audio Recording

For the privacy and safety of staff, the Hirer must not record, photograph, or otherwise capture audio or video of any Simba Car Hire employee without express consent. Any unauthorised recording must be deleted immediately upon request and confirmed in writing. For iPhone devices, the Hirer must also permanently delete the recording from the "Recently Deleted" folder. Failure to comply constitutes a material breach and may result in termination of the Agreement, refusal of future rentals, and recovery of any associated legal or administrative costs.

16O.6. False, Misleading, Malicious or Defamatory Statements

The Hirer must not make false, misleading, unsubstantiated, or malicious allegations against the Owner or its staff, whether orally, in writing, online, or via social media. Making such allegations without supporting evidence constitutes a breach of this Agreement. The Owner may take any lawful steps to protect its reputation and employees, including requiring written withdrawal of the allegation, pursuing legal remedies, banning the Hirer from future rentals, and recovering associated legal costs.

16O.7. Prohibition on Recording on Premises

The Hirer must not record, photograph, livestream, or otherwise capture video or audio of any Simba Car Hire premises, staff, operations, security equipment, customers, or vehicles without the Owner's express written consent. This includes foyer areas, car parks, service areas, return zones, and offices. Any unauthorised recording must be deleted immediately upon request, including deletion from "Recently Deleted" folders on iPhone devices or equivalent functions. Failure to comply constitutes a material breach and may result in refusal of service, termination, and legal action.

16O.8. Prohibition on Capturing Staff Identification or Internal Systems

The Hirer must not photograph or record employee identification cards, computer screens, operational systems, rental agreements, or internal documents. Any such content must be deleted immediately upon request and confirmed in writing. Failure to comply constitutes a material breach and may result in termination, refusal of future rentals, and legal action.

16O.9. Public Statements, Reviews and Social Media Conduct

The Hirer must not publish false, misleading, unsubstantiated, malicious, or defamatory content relating to the Owner or its staff on any online platform, review site, or social media. The Owner may take legal action to protect its reputation, require withdrawal or correction of statements, and recover all associated legal and administrative costs.

16P. Failure to Report Damage or Incident

16P.1 The Hirer must immediately report any accident, damage, theft, or incident involving the Vehicle, regardless of severity. 16P.2 Failure to report within 24 hours may result in:

forfeiture of any insurance or damage cover;

the full repair and administrative costs being charged; referral to authorities for potential negligent use.

16P.3 Continuing to operate a damaged Vehicle without written approval from the Owner constitutes gross negligence.

16Q. Vehicle Return Inspection & Deferred Discovery

16Q.1 If damage or unauthorised use is discovered after return (e.g., via inspection, telematics, or subsequent renter complaint), the Hirer remains liable for such damage even after closure of the rental agreement.

16Q.2 The Owner may debit the Hirer's stored card for verified post-return damages, supported by dated photographs or workshop reports.

16R. Vehicle Abandonment & Late Return Penalty

The Hirer must return the vehicle by the date and time specified. For late returns, a minimum penalty of $99 or the daily rate, whichever is higher, will apply. In the event of vehicle abandonment, the Hirer is liable for all recovery and transport costs plus the daily penalty rates.

16R.1 Any unauthorised late return exceeding one (1) hour incurs a Late Return Fee equivalent to one full day 's rental rate plus applicable cover charges.

16R.2 After 24 hours of unapproved delay, the Vehicle may be treated as abandoned, triggering repossession and recovery under Clause 16M.

16S. Substitution, Downgrade & Fleet Availability

16S.1 The Owner may substitute a Vehicle of similar or higher category if the booked Vehicle is unavailable due to mechanical failure, accident, or recall.

16S.2 Temporary substitution or fleet shortage does not constitute breach of contract or entitle the Hirer to compensation.

16T. International Hirer & Licence Validity

16T.1 The Hirer warrants that their driver's licence is valid for use in Australia under local law.

16T.2 The Hirer is responsible for confirming translation or IDP requirements before hire. Failure to hold a valid licence voids any cover and constitutes a material breach.

16U. No Representations & Limitation of Liability

16U.1 No employee, agent, or third-party booking platform may vary or contradict these Terms unless confirmed in writing by an authorised Simba Car Hire executive.

16U.2 To the fullest extent permitted by law, the Owner's liability for any indirect, incidental, or consequential loss (including downtime, flight delay, or inconvenience) is excluded.

16V. Legal Costs & Enforcement

16V.1 The Hirer agrees to indemnify the Owner for all reasonable legal, collection, and administrative costs incurred in enforcing this Agreement.

16V.2 All outstanding debts carry interest at 10% per annum calculated daily until payment in full.

16V.3 The Hirer consents to the Owner registering the debt with credit reporting agencies if unpaid after 30 days.

16V.4. External Debt Recovery Agents

The Hirer acknowledges and agrees that the Owner may, at any time and without further notice, engage any licensed debt recovery agency (including but not limited to Marshal Freeman Collections) to recover outstanding amounts payable under this Agreement. All recovery costs, administrative charges, collection fees, commissions, legal costs (on a full indemnity basis), interest, and expenses incurred as a result of such referral will be added to the Hirer's outstanding balance and are fully recoverable from the Hirer.

16V.5. Disclosure to Third Parties

The Hirer consents to the Owner disclosing their personal and rental information to law enforcement agencies, insurers, loss assessors, debt collection agencies, toll authorities, councils, repossession partners, fraud-prevention organisations, and other vehicle rental companies where reasonably required for the administration, enforcement, or protection of the Owner's rights under this Agreement.

16W. Governing Law & Jurisdiction (Australia-Wide)

This Agreement is governed by the laws of Australia, and, to the extent permitted by law, by the laws of the State or Territory in which the Vehicle was hired or where the Owner elects to commence proceedings.

The Hirer irrevocably agrees that any dispute, claim, or proceeding arising out of or in connection with this Agreement may be heard in the courts, tribunals, or administrative bodies of any Australian State or Territory chosen by the Owner, including (without limitation) the Civil and Administrative Tribunal or a court of competent jurisdiction in that State or Territory.

The Hirer waives any objection to such forum on the grounds of inconvenience and agrees that this clause ensures national consistency across all Simba Car Hire branches.

17. Termination of Hire

17.1. The Owner may terminate this Agreement, and without notice, repossess the Vehicle in the event of a breach by the Hirer of this Agreement.

17.2. If the Agreement is terminated:

17.2.1. the Hire Period shall be at an end, and the Hirer must immediately return the Vehicle;

17.2.2. the Owner may take immediate possession of the Vehicle, and for this purpose the Hirer gives the Owner (and the Owner 's employees, agents and servants) permission to access and enter the Hirer's premises to repossess the Vehicle; and

17.2.3. the Owner shall charge the Hirer, and the Hirer must pay, all amounts due under this Agreement and all reasonable Costs incurred or paid by the Owner to recover such amounts.

17.3. For the avoidance of doubt, termination of the Agreement will not affect:

17.3.1. the Hirer's payment obligations under this Agreement (including in relation to any tax invoices issued by the Owner after termination); and

17.3.2. the rights and/or obligations pursuant to the Agreement which are expressed to survive (or which by their nature are intended to survive) termination of the Agreement.

17.3.3. In the event of non-payment for any outstanding charges, damages, excess amounts, or fees incurred under this agreement, Simba Car Hire reserves the right to engage a third-party credit management agency, Marshal Freeman Collections, to recover the outstanding amounts. All costs associated with debt recovery, including collection agency fees, legal expenses, and administrative costs, will be added to the hirer 's outstanding balance.

17.4. Cancellation Restriction After Incident

17.4.1. The Hirer may not cancel or request a refund for the remaining rental period once an Incident or damage has occurred. The Owner is under no obligation to supply a replacement vehicle or refund any unused days, except at its sole discretion.

17.4.2. Dispute Timeframes

The Hirer must raise any concerns or disputes regarding charges within 3 business days of receiving an invoice or notice. Failure to dispute within this timeframe constitutes acceptance of the charges.

Natural Disaster and Weather-Related Damage Exclusion

17A.1 Damage or loss to the Vehicle caused directly or indirectly by natural events—including hail, storm, cyclone, flood, flash flooding, storm surge, bushfire, lightning, landslide, falling trees, or any other weather-related phenomenon—is not covered under any Loss or Damage Liability Reduction, damage protection plan, or Loss Damage Waiver, regardless of the level of coverage selected.

17A.2 The Hirer accepts full financial liability for all repair, replacement, towing, recovery, cleaning, and associated costs arising from such events.

17A.3 For clarity, these incidents are deemed non-accidental and not insurable under standard motor-rental coverage. The Hirer acknowledges their duty under Clause 9.2 to take reasonable precautions to protect the Vehicle from inclement weather.

17A.4 The Owner retains sole discretion to determine, acting reasonably and based on photographic or meteorological evidence, whether damage constitutes weather-related or natural-disaster damage for the purpose of this exclusion.

18. Limits of Liability

18.1. To the extent permitted by law, the Owner is not liable for any injury or death to any person or loss or damage to property arising from the use of the Vehicle during the Hire Period.

18.2. Whether or not the provisions of the Competition and Consumer Act 2010 (Cth) or any law to a similar effect applies, the Owner 's liability for anything in relation to this Agreement and the Vehicle and its use, including damage or economic loss to anyone, is limited in the Owner 's discretion to any one or more of the following:

18.2.1. replacing the Vehicle with the same or an equivalent Vehicle, or paying the cost of such replacement for the remainder of the Hire Period; or

18.2.2. repairing the Vehicle or paying for its repair.

18.3. To the extent permitted by law, the Owner shall have no liability to the Hirer for any Consequential Loss arising out of or in connection with the Agreement, including any breach by the Owner of the Agreement, whether under statute, contract, tort (including negligence), equity or otherwise.

19. Cleaning

19.1. If the Vehicle is returned in an excessively dirty condition that, in the Owner's reasonable view, requires extraordinary cleaning or deodorising (including any professional cleaning or smoke extraction), the Hirer is liable for the full cost of this cleaning or repair, and a reasonable administrative fee reflecting the cost of making arrangements for professional cleaning or deodorising.

20. Fuel

20.1. The Hirer is responsible for the cost of fuel used during the hire.

20.2. In the event that the Vehicle is returned with less than a full tank a refuelling surcharge applies.

20.3. The Hirer is liable for the cost to refuel the Vehicle and the refuelling surcharge. For the purposes of this clause, the fuel level of the Vehicle at the time the Hirer returns it to the Owner is determined by visual inspection by the Owner of the Vehicle's fuel gauge.

21. GST

21.1. Unless expressly stated to be inclusive of GST, all fees and amounts expressed or described in this Agreement are GST exclusive amounts.

21.2. If any GST (within the meaning of the A New Tax System (Goods and Services Tax) Act 1999 as amended from time to time, "GST") is payable by the Owner in respect of the supply of any goods, services, or any other things, to the Hirer, then those fees or other amount expressed or described in this Agreement ("Original Amount") is to be increased so that the Owner receives an amount ("Increased Amount") which, after subtracting the GST liability on that Increased Amount, results in the Owner retaining the Original Amount after payment of that GST liability.

21.3. If the Hirer is obliged to reimburse the Owner for all or any part of any expense, the amount which the Hirer must reimburse is limited to the amount paid or payable by us in respect of that expense less the corresponding proportionate amount of any input tax credit claimable by the Owner in respect of that expense, plus any adjustment to that amount under clause 20.2.

21.4. The Owner will do all things reasonably available to it to assist the Hirer to claim on a timely basis any input tax credits (if any) the Hirer may be entitled to claim for any acquisition of goods, services, or any other thing, from the Hirer. This includes the Owner maintaining its registered status for GST purposes, and issuing tax invoices for supplies made under this Agreement on a timely basis as reasonably requested by the Hirer.

21.5. Limitation of Liability

To the maximum extent permitted by Australian law, the Owner's liability to the Hirer for any loss, damage, cost, or claim arising out of this Agreement is limited to the amounts the Hirer has paid under the Agreement. The Owner is not liable for consequential, indirect, special, or incidental loss, including economic loss, loss of opportunity, loss of profit, or business interruption. Nothing in this clause limits rights under the Australian Consumer Law which cannot be excluded.

22. Refund Policy – only applicable to direct Simba Car Hire reservations. Third party bookings policy applies.

22.1 Before Hire Commencement, the Hirer is entitled to a full refund if the booking is cancelled prior to the scheduled pick-up time.

22.2 If a deposit has been taken, then the following will apply.

22.2.1 Where a booking is cancelled more than 24 hours before the scheduled collection time, the Hirer will receive a refund of the amount paid, less a 2.89% cancellation fee.

22.2.2 Where a booking is cancelled within 24 hours of the scheduled collection time, but before the scheduled collection time, the following cancellation charges apply:

(a) for bookings with a total value of less than A$200, the Hirer will receive a refund equal to 50% of the amount paid; or
(b) for bookings with a total value of A$200 or more, the Hirer will receive a refund of the amount paid, less a A$100 cancellation fee.

22.2.3 The cancellation terms in clauses 22.2.1 and 22.2.2 apply to cancellations for any reason, including but not limited to a change of mind, insufficient or unacceptable identification or licence documentation, inability to provide the required security bond, failure to satisfy rental eligibility requirements, changes to travel plans, or any other circumstance preventing the rental from proceeding.

22.2.4 Where a booking is cancelled at or after the scheduled collection time, or the Hirer fails to collect the vehicle at the scheduled collection time and is treated as a No-Show, no refund will be provided and the full booking amount will be payable.

22.2.5 Notwithstanding clause 22.2.4, Simba Car Hire may, at its sole discretion, approve a full or partial refund in exceptional circumstances, including on compassionate grounds. Nothing in this clause creates an entitlement to a refund.

22.3 Cancellation Notice

22.3.1 Cancellation must be submitted to Simba Car Hire in writing, including by email or through the Manage Booking portal.

22.3.2 The applicable cancellation period will be determined by the time the cancellation request is received by Simba Car Hire relative to the scheduled collection time.

22.3.3 Confirmation of the cancellation will be provided to the Hirer and, where applicable, will include details of the refund and/or cancellation fee applied in accordance with this policy.

22.4 No-Show

22.4.1 If the Hirer fails to attend and collect the vehicle at the scheduled collection time without having cancelled the booking beforehand, the booking may be treated as a No-Show.

22.4.2 In the event of a No-Show, no refund will be provided and the full booking amount will be payable by the Hirer, subject only to the discretionary exception in clause 22.2.5.

22.4.3 If the Hirer returns the Vehicle before the agreed return date or time, for any reason, no refund, credit or reduction in rental charges will be provided for any unused portion of the rental period. The Hirer remains liable for the full amount originally agreed and payable under the Rental Agreement, notwithstanding the early return of the Vehicle.

22.5 After the hire has commenced, the following also applies and is to be read in conjunction with the Terms and Conditions of the Hire and detailed below:

22.5.1 In the event of an accident, there is no obligation to either supply another vehicle or provide a refund for the balance of the hire term. Providing a replacement vehicle is at the branch's discretion, but if the accident is not the hirers or nominated drivers fault, then we may provide a replacement (subject to bookings).

23. General

23.1. The Owner may at any time assign or otherwise deal with any or all of its rights under this Agreement. The Hirer must not assign any of the Hirer 's rights under this Agreement without the Owner's prior written consent.

23.X Updates to Terms and Conditions

23.X.1 The Owner may update, amend or replace these Terms and Conditions from time to time, including fees, policies, or operational requirements.

23.X.2 Any updated Terms and Conditions will be published on the Owner's website and/or made available at the rental branch. The latest version will be identified by its effective date.

23.X.3 Unless required by law, updated Terms and Conditions do not apply to an existing Hire Period once a Rental Agreement has been executed, unless the Hirer is provided with written notice of the change and the Hirer agrees to the change in writing (including digital acceptance).

23.X.4 Updated Terms and Conditions will apply to all future rentals made or extended after the effective date, and the Hirer agrees that making a booking, paying any rental charges, collecting a vehicle, or requesting an extension after the effective date constitutes acceptance of the latest Terms and Conditions.

23.X.5 Where the Hirer requests an extension, the extension may be subject to the latest Terms and Conditions, and the Owner may require the Hirer to acknowledge or reaccept the updated Terms before approving the extension.

23.2. No variation of this Agreement shall be effective unless it is in writing and signed by the Owner and the Hirer.

23.3. A waiver of any provision or breach of this Agreement shall not be effective unless expressly waived in writing signed by the affected party. Not exercising, or a delay in exercising, a right is not a waiver of that right.

23.4. The rights provided under this Agreement are cumulative and not exclusive of any rights provided by law.

23.5. This Agreement supersedes all prior representations, arrangements, understandings and agreements between you and us and represents the entire complete and exclusive understanding and agreement between the Owner and the Hirer relating to the subject matter of this Agreement.

23.6. If any provision of this Agreement is not enforceable in accordance with its terms, other provisions, which are self-sustaining are, and continue to be, enforceable in accordance with their terms. If any part of this Agreement is invalid or unenforceable, that part is deleted and the remainder of the Agreement remains effective.

23.7. This Agreement shall be governed by and construed in accordance with the laws of the State or Territory in which the vehicle is collected, as well as the laws of the Commonwealth of Australia. The Owner and the Hirer submit to the non-exclusive jurisdiction of the courts of that State or Territory and any courts competent to hear appeals from them.

23.8. Binding Nature of Latest Terms

By proceeding with the booking, paying any rental fee, or collecting the vehicle, the Hirer confirms that they have read, understood, and accepted the latest version of the Simba Car Hire Rental Agreement, including any digitally issued updates or addenda.

24.1 Definition of Non-Permitted Area of Use

A Non-Permitted Area of Use means any area designated by Simba Car Hire as presenting an increased risk of loss or damage due to wildlife activity, remoteness, limited lighting, road conditions, or emergency response limitations. This includes, but is not limited to any area driven during Night hours that is outside city or town limits where there are no streetlights or reduced speed zones; any unsealed road outside city or town limits unless expressly approved in writing by Simba Car Hire; and

High Risk Areas, which include, but are not limited to, the following towns and suburbs where wildlife-related vehicle incidents have historically occurred at higher rates, particularly during Night hours: in Victoria — Sunbury, Heathcote, Wallan, Benalla, Bacchus Marsh, Bendigo, Ballarat, Gisborne, Woodend, and Kyneton; in South Australia — Mount Gambier, Whyalla, Port Augusta, Naracoorte, Mount Compass, McLaren Vale, Williamstown (SA), Myponga, Quorn, Victor Harbor, and Hawker; in New South Wales — Dubbo and Goulburn; in Queensland — Goondiwindi, Jimboomba, Roma, Charters Towers, and St George; and in Western Australia — Collie, Margaret River, Busselton, Port Hedland, and Karratha.

24.2 Night

For the purposes of this section, Night means the period between sunset and sunrise.

24.3 Liability for Breach

If the Hirer drives or uses the Vehicle in a Non-Permitted Area of Use and the Vehicle is involved in any loss, damage, accident, or incident (including a Single Vehicle Accident or a collision with wildlife), the Hirer will be liable for the full cost of all loss or damage arising from that use, regardless of whether Loss or Damage Liability (LDL), Premium Cover, or $0 Damage Liability has been purchased.

24.4 Illustrative Listing

The listing of High-Risk Areas in clause 24.1 is illustrative only and does not limit the application of the definition of Non-Permitted Area of Use.