

SIMBA CAR HIRE RENTAL TERMS AND CONDITIONS

1. Rental Agreement

- 1.1 The contract (Rental Agreement) that the Hirer has entered into with the Owner comprises the rental document describing the details of the hire of the Vehicle (Memorandum of Agreement), including the Vehicle Condition Report and these rental terms and conditions (Terms and Conditions). When the Owner refers to the 'Rental Agreement' the Owner means the Memorandum of Agreement, Vehicle Condition Report and these Terms and Conditions.
- 1.2 Please read the Rental Agreement carefully. If there is anything that you do not understand or accept, please speak with the Owner before signing the Rental Agreement. By renting with us the Hirer acknowledges that they have read and understood the Rental Agreement in its entirety and agree to be bound by it.
- 1.3 The Rental Agreement is binding and enforceable against the person renting the Vehicle (described as the Hirer in the Memorandum of Agreement), any other Authorised Driver and any person, firm or organisation who makes payment for or is liable to make any payment in connection with the rental of the Vehicle (including any person who has provided a credit card authority form).
- 1.4 the Owner may vary or replace these Terms and Conditions by providing the Hirer with 30 days' notice in writing. If the Hirer does not accept the variation to these Terms and Conditions, they must return the Vehicle prior to the end of the 30-day notice period.

2. Your Booking

- 2.1 When the Hirer makes a rental booking, the Owner will endeavour to provide a vehicle of the vehicle class requested together with any additional equipment, subject to availability.
- 2.2 Even if the Hirer has a valid booking, the Owner may refuse to provide the Hirer with a rental car where the Hirer does not present a drivers licence acceptable to Us, does not provide the required Security Deposit or Charge Card, fails to pay the Rental Charges, is intoxicated, aggressive or confrontational with the Owner's staff or due to the Hirer's prior conduct.
- 2.3 The Hirer may cancel the booking prior to the date and time of the commencement of the rental. Cancellation fees may apply.
- 2.4 A 'No Show' fee may apply if the Hirer fails to notify the Owner of a cancellation of the booking prior to the date and time of the commencement of the rental.

3. Period of hire

3.1 The rental of the Vehicle from the Owner is for the Period of hire at the rate shown in the Memorandum of Agreement.

3.2 The Vehicle (including keys, keyless start or any other accessory or equipment supplied) must be returned to the Owner at the location , date and time shown in the Memorandum of Agreement.

Early Return

3.3 The Hirer may end the rental earlier than the date and time shown in the Memorandum of Agreement by returning the Vehicle to the Owner, in which case the daily rate payable may be adjusted to reflect the daily rates that apply for shorter rentals and the Hirer will be charged all daily Rental Charges based on actual duration of the rental.

Extending the Period of hire

3.4 the Owner understands that circumstances change and the Hirer may require the Vehicle for longer than the Period of hire. If so, the Hirer must contact the Owner prior to the expiration of the Period of hire to request an extension, the Owner may approve or deny the request.

3.5 If the Owner does not approve the request for an extension to the Period of hire, the Hirer must return the Vehicle by the date and time specified in the Memorandum of Agreement.

3.6 If the Owner approves the request for an extension to the Period of hire the Owner will take payment at that time for the additional charges resulting from the extension.

Late Return

3.7 If the Hirer fails to return the Vehicle (including the keys or keyless start) at the end of the Period of hire and the Owner has not agreed an extension to the Period of hire, the Owner will continue to charge the Hirer the rental charges plus a \$99.00 per day 'late car return' fee as specified in the Memorandum of Agreement until the Vehicle is returned.

3.8 Lost keys will incur a charge of \$650.00 (plus GST) as specified in the Memorandum of Agreement.

3.9 If the Owner is unable to contact the Hirer using the contact details the Hirer has provided, or the Owner suspects the Vehicle will not be promptly returned the Owner may:

- (a) recover the Vehicle by lawful means and charge the Hirer for reasonable costs of recovery; and/or
- (b) report the Vehicle as stolen.

3.10 If the Period of hire has not been extended by the Owner and the Vehicle is returned to more than 24 hours after the time set for its return in the Memorandum of Agreement there is no damage protection and the Hirer is liable for all Damage, loss of or theft of the Vehicle and must pay all of the Owner's Damage Costs incurred as a result of any Incident during this default period.

4. Rentals of over 30 days

4.1 If the Hirer's rental exceeds 30 days, the Owner will charge for the first 30 days of the Period of hire at the commencement of the rental. After 30 days, the Owner will charge for the next 30 days of the Period of hire, continuing in cycles of 30 days thereafter.

4.2 Please take care to observe any mileage restrictions notified by any of the Owner's representatives or noted in the Memorandum of Agreement and contact the Owner immediately if the Vehicle's mileage exceeds the stated amount.

4.3 When any kilometre restriction is exceeded or the Vehicle requires servicing or repair, the Owner may ask the Hirer to return the Vehicle and the Hirer must return the Vehicle as directed. the Owner will provide the Hirer a similar alternative Vehicle for the remainder of the Period of hire if that is the case.

5. Charges and Payments

Payment of estimated Rental Charges

5.1 Payment of the estimated Rental Charges shall be made in full by credit card at the beginning of the Period of hire unless the Owner agrees to accept payment by cash.

5.2 The Hirer may be charged a fee for any cheque used for payment that is dishonored.

5.3 If the Hirer uses a credit card to pay the charges the Hirer authorizes the Owner to reserve credit with the card issuer in an amount equal to all estimated hire charges and acknowledges that the Owner may debit the Hirer's account with any charges incurred under this Rental Agreement.

5.4 The estimated Rental Charges are the Rental Charges the Owner know about at the start of the rental, calculated based on the agreed Period of hire and any options the Hirer have selected and are specified in the Memorandum of Agreement. For rentals over 30 days, the estimated Rental Charges include the Rental Charges for the first 30 days of the rental.

5.5 The estimated Rental Charges may not be all of the charges which the Hirer must pay under the Rental Agreement. Additional charges may apply if circumstances change (for example if the Hirer does not return the Vehicle on time, uses additional services or if there is damage to the Vehicle etc.).

5.6 If the Owner makes any error or omission in calculating the total charges due at the end of the period of hire then 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.

Final Rental Charges

5.7 At the end of the Period of hire the Hirer must pay and the Owner will charge the Hirer:

- (a) all Rental Charges calculated based on the actual period of the rental (being the period from the actual pick-up time to the actual return time), less any amount paid at the start to the rental;
- (b) any charges payable for roadside assistance;
- (c) any Cleaning Fees applicable, and all other reasonable costs required to return the Vehicle and any equipment supplied to the same condition it was in at the commencement of the rental;
- (d) any amount payable in relation to tolls or infringements;
- (e) any amounts payable in relation to Damage or loss or theft of the Vehicle;
- (f) all applicable card payment fees; and
- (g) any other amount payable under the Rental Agreement.

Summary of Rental Charges

5.8 Rental Charges payable comprise the following charges (as applicable):

- (a) Base rental rate – the base daily rate for the rental;
- (b) Cost of hiring any additional equipment the Hirer has requested;
- (c) Cost of any Additional Damage Protection or Recovery Plus Protection the Hirer has selected;
- (d) Administration Fees – as specified in the Memorandum of Agreement;
- (e) Additional Driver Fee – a daily fee charged for adding an Additional Driver to the Rental Agreement (subject to Owner's approval);
- (f) Excess Kilometre Charge – the charges payable if the Hirer exceeds any free kilometres allowance specified in the Memorandum of Agreement. The Owner will use the Vehicle's odometer to calculate the number of kilometres travelled during the rental. The rate for each additional kilometre is specified in the Memorandum of Agreement;
- (g) One Way Fee a charge for returning the Vehicle to a [???] different to the Hiring Location that the Hirer rented the Vehicle from. The amount of the One Way Fee varies depending on the type of Vehicle and the Hiring Location and will be calculated based on driving distance

between the Hiring Location and the [??] where the Vehicle is returned;

- (h) Premium Location Surcharge - the extra amount payable when a Vehicle is hired from a rental station located at an airport or some city or remote locations. The Premium Location Surcharge is applied as a percentage to all Rental Charges and is shown in the Rental Details Document;
- (i) Fuel charges – The Vehicle is supplied with a full tank of fuel. If the Hirer returns the Vehicle without a full tank of fuel, a refuelling charge will apply which will include fuel cost plus labour time cost to refuel the Vehicle, as specified in the Memorandum of Agreement. The Hirer must also pay for any fuel used for any delivery and collection service the Owner agrees to provide the Hirer.
- (j) AdBlue – Commercial Vehicles which require the use of AdBlue must be refilled to the full level at the end of the rental. If the Hirer do not refill the AdBlue at the end of the rental, a refilling charge will apply which will include AdBlue cost plus labour time cost.
- (k) Any additional fees which apply from time to time as advised by the Owner at or prior to the time of entry into this Rental Agreement.

5.9 Where the rental is subject to a valid Corporate Services Agreement, the Rental Charges will be calculated in accordance with the Corporate Agreement.

Calculation of daily Rental Charges

5.10 The daily base rental rate is charged per 24 hour period commencing on the date and time the Vehicle is picked up. For part periods (for example when the Period of hire exceeds any whole 24 hour period), the first additional 59 minutes attracts no additional charge. Where the period of the rental exceeds any whole 24 hour period by one hour or more the Owner will charge the following additional amount:

- (a) one third of the applicable daily base rental rate for a period of 1 hour or more but less than 2 hours;
- (b) two thirds of the applicable daily base rental rate for a period of 2 hours or longer but less than 3 hours; and
- (c) the entire daily base rental rate for a period of 3 hours or more.

5.11 All other Rental Charges which are a daily charge such as the Additional Driver Fee, the Driver Fee, the daily cost of any Additional Damage Protection selected and the Vehicle Registration Recovery Fee (but excluding the base rental rate) will be calculated as follows:

- (a) the daily amount will be charged per complete 24 hours period commencing at the time and date the Vehicle is picked up;
- (b) no additional charge will apply for a further period of up to 59 minutes in excess of any 24 hour period;
- (c) the full daily rate will apply for any further period of one hour or more in excess of any 24 hour period.

Toll Payments

Fines and Infringements

- 5.12 the Hirer is liable for and must pay all fines and infringements incurred during the rental of the Vehicle, including all speeding and traffic fines, infringements and penalties and all fines, infringements and penalties arising from parking, clamping, towing, or release of the Vehicle from compounds.
- 5.13 the Owner may supply the Hirer's details to any regulatory authority issuing a fine or infringement notice incurred during the period of the rental. Each time the Owner does so the Owner will charge an infringement administration fee in the amount specified in the Memorandum of Agreement.
- 5.14 If the Owner has paid the amount of any fine, infringement or penalty that the Hirer is liable for, the Owner will also charge the Hirer that amount.

Method of payment and authority

- 5.15 Unless the Owner has agreed otherwise, the Hirer must provide a credit card, that is acceptable to the Owner, for payment of any charges due under the Rental Agreement.
- 5.16 The credit card provided must be either in the name of the Hirer or the name of any additional driver specified in the Memorandum of Agreement.
- 5.17 The credit card must valid and have sufficient funds to cover any charges which may be incurred under the Rental Agreement. If this is no longer the case, the an alternative credit card must be nominated to be used for payment of charges.
- 5.18 All charges incurred under this Rental Agreement and payable by the Hirer (including [but not limited to] all Rental Charges and all Damage Costs) will be charged to the provided credit card. The Hirer authorises, or in the event the credit card is in the name of an Additional Driver, the Additional Driver authorises, the Owner to charge (in the manner described in these Terms and Conditions) all charges payable by the Hirer under the Rental Agreement, including (but not limited to) all Rental Charges and all Damage Costs to the credit card.
- 5.19 There may be instances where the Owner are unable to determine all charges payable until some time after the conclusion of the Period of hire – for example: where the Owner receive infringement notices after the Period of

hire has ended, where the Vehicle has not been returned on time, where damage requires specialised assessment or where a police investigation is ongoing. The Hirer and any Additional Driver providing the credit card authority in the Rental Agreement agree that the Owner may charge the credit card during the Period of hire, and for a reasonable time after the end of the rental period, being in most cases a period of 60 days after the return of the Vehicle or a longer period where exceptional circumstances exist.

5.20 Card payment fees apply and will vary depending on payment card used.

5.21 Payment by debit card is not accepted on all Vehicles or at all Hiring Locations. Please check with the Hiring Location that the proposed means of payment is accepted before signing the Rental Agreement. Where accepted, a debit card must be a Debit MasterCard or Visa Debit Card which shows the Hirer's name printed on the card. Cards without the Hirer's name are not accepted as debit cards.

5.22 Please contact the Owner for a list of accepted credit cards.

5.23 Cash payments are only accepted with the Owner's prior approval.

Unpaid Amounts and Enforcement Costs

5.24 If payment for any amount due under the Rental Agreement using the provided credit card fails and the Hirer does not pay such amount by alternative means after the Owner has tried to contact the Hirer using any of the contact details provided at the commencement of the rental:

- (a) the Owner may terminate the rental in which case the Period of hire will be at an end and the Hirer must immediately return the Vehicle to the Owner;
- (b) the Hirer must pay Us interest on that overdue amount calculated at the rate equal to the standard business overdraft rate charged from time to time by the [???] **Bank** starting 7 days after the date that overdue amount became payable to the Owner and ending on the date of payment of all amounts due; and
- (c) the Hirer must pay the reasonable costs and charges the Owner incurs in recovering or attempting to recover that overdue amount, including mercantile or debt collection fees, commission and any legal or court costs. The Owner may also terminate the rental in the event any Corporate Services Agreement applying to the rental is terminated, there is a default in relation to fees due and payable on any credit card to which any Rental Charges under the Rental Agreement are to be charged or the Owner reasonably believes Rental Charges to be charged to the provided credit card will not be paid.

Security Bond

- 5.25 the Owner may charge an amount to the provided credit card, (or take a cash deposit from the Hirer if previously agreed) as security for additional charges which the Hirer may incur under the Rental Agreement (Security Bond).
- 5.26 The Security Bond amount may vary depending on the type of Vehicle the Hirer hires and any other arrangements agreed between the Hirer and the Owner. The amount of any Security Bond taken is specified in the Memorandum of Agreement.
- 5.27 In the event the Hirer fails to provide payment for any charges the Hirer is responsible for at or after the end of the Period of hire, the Owner will apply the Security Bond against these outstanding amounts.
- 5.28 After the Vehicle has been returned and inspected and any outstanding charges or liabilities have been paid, the Owner will refund the amount of the Security Deposit to the Hirer in accordance the Rental Agreement. Please note that it may take several business days for a financial institution to process the refund to the provided credit card and that the amount of time this will take is not within the Owner's control.

Third Party Payors

- 5.29 Regardless of any other provision of this Rental Agreement, where another person is responsible for paying any of the Rental Charges or any other charges payable under the Rental Agreement pursuant to an agreement the Owner has with that person (Third Party Payor), the Owner will only charge the Hirer and the Hirer will only be responsible for, the charges that the Third Party Payor is not responsible for under Our agreement with them.

Timing, verification and adjustment of charges

- 5.30 All amounts payable under the Rental Agreement are subject to subsequent verification and adjustment. Details of any adjustments will be provided to the Hirer as soon as practicable, and before any additional amounts are charged to the Hirer. If a refund is due to the Hirer it will be credited to the provided credit card. If any amount is due to the Owner, the Hirer (or Additional Driver) authorises the Owner to charge the provided credit card with that amount. Such adjustments may be made during or after the end of the Period of hire.

Notifications of charges

- 5.31 the Owner will notify the Hirer of all charges to the provided credit card using the contact details provided by the Hirer at the commencement of the Hirer's rental.
- 5.32 If the Hirer disputes any charge, it must notify the Owner, and the Owner will review the charge in question.

6. The Hirer's Responsibilities

Who may drive the Vehicle

- 6.1 The Hirer must ensure that all particulars provided by the Hirer and shown on the Memorandum of Agreement concerning the Hirer are correct and the Hirer acknowledges that the Owner relies on the truth of those particulars in deciding whether to hire the vehicle to the Hirer.
- 6.2 The Hirer must ensure that the Vehicle is only driven by an Authorised Driver (which includes the Hirer and any Additional Driver approved by the Owner and noted in the Memorandum of Agreement).
- 6.3 Unless otherwise approved by the Owner in writing, to hire or drive a Vehicle the Hirer must:
- (a) be no less than 21 years of age for a standard vehicle and no less than 25 years of age for a 4WD or other specified class of Vehicle; and
 - (b) hold a full, current, unrestricted drivers licence for the Period of hire that is valid and appropriate for the class of Vehicle rented, that shows the Hirer's current residential address and that is one of a photo licence in English, an international photo licence with a NATII certified translation or an international drivers permit.

Responsibilities of Additional Drivers

- 6.4 Whenever an Additional Driver or another Authorised Driver uses or is in control or possession of the Vehicle, the Additional Driver or other Authorised Driver must comply with all of the obligations of the Hirer with respect to the Vehicle under the Rental Agreement.

The Hirer's responsibility prior to the start of the rental

- 6.5 Prior to the start of the rental the Hirer must:
- (a) allow the Owner to inspect the Hirer's licence and that of any Additional Driver;
 - (b) pay the estimated rental charges and any required Security Bond and provide a credit card for additional charges in accordance with the Rental Agreement;
 - (c) fully inspect the Vehicle to ensure that the condition of the Vehicle and any pre-existing damage is accurately noted in the Vehicle Condition Report, and that all equipment hired is present.
- 6.6 If there is any discrepancy between the Vehicle Condition Report and the actual conditions of the Vehicle the Hirer must notify the Owner immediately so that any damage can be noted on the Vehicle Condition Report.
- 6.7 In the event that the Hirer inspection is in poor light or bad weather resulting in any existing damage to the Vehicle being obscured, the Owner will allow

the Hirer a further period of 60 minutes from the time the Vehicle is delivered to the Hirer to report any damage which was occasioned prior to the start of the rental and which is not recorded in the Vehicle Condition Report. The Hirer must, where possible, photograph any such damage and supply such photos to the Owner as soon as practicable.

6.8 the Hirer acknowledges that the Owner may rely on the Vehicle Condition Report when assessing any Damage to the Vehicle.

The Hirer's responsibilities during the rental

6.9 During the Period of hire and any subsequent period until the Vehicle is returned, the Hirer and any other Authorised Driver must:

- (a) (Take Care of the Vehicle) take all reasonable care of the Vehicle including taking care to:
 - i. prevent Damage, theft of the Vehicle and Third Party Loss;
 - ii. ensure that the Vehicle is not overloaded by the number of persons or by the weight of goods carried and following any weight guidelines notified in the Vehicle, in the operating manual or advised by the Owner's staff. (If the Hirer is unsure of the number of passengers or weight of goods that the Vehicle can carry, please contact the Owner);
 - iii. correctly use any security device fitted to or supplied with the Vehicle;
 - iv. protect the Vehicle against inclement weather including by closing windows, and any sunroof or convertible roof to prevent the entry of rain or where practicable, by garaging the Vehicle to prevent Damage caused by hail; and
 - v. prevent damage as a result of loading or unloading the Vehicle by ensuring the load is appropriately secured;
- (b) (Keep Vehicle Secure) keep the Vehicle locked and secure and the keys and any keyless start or remote control device under the Hirer's personal control at all times and the Hirer must be able to produce those keys and device in the event of a theft of the Vehicle;
- (c) (Maintenance) maintain the Vehicle's engine and brake oils, engine coolant levels and tyre pressures;
- (d) (Fuel Type) ensure the correct fuel type is used;
- (e) (Operating Manual) operate the Vehicle and any additional equipment in line with the operating manual and in the case of Commercial Vehicles, any application specific instructions, including, but not limited to the use of Adblue and any requirements pertaining to DPF burn;

- (f) (Warning Indicators) correctly observe any warning indicators that may appear in the Vehicle;
- (g) (No Smoking) not smoke, and ensure that no passenger smokes, in the Vehicle (additional Cleaning Fees will apply in case this condition is breached as specified in the Rental Agreement);
- (h) (Comply with Law) comply with all applicable laws including:
 - i. all mandatory seat belt laws, (fines may be imposed by the police on any driver or passenger who does not have a seat belt properly adjusted and fastened);
 - ii. all child restraint laws (including by ensuring that all children under the age of seven years are secured in a restraint that has been fitted correctly according to the weight and age of the child and that the restraint is correctly adjusted and fastened);
 - iii. when hiring a Heavy Vehicle, the Heavy Vehicle National Laws;
 - iv. all laws relating to vehicle loading and transportation of goods.
- (i) (Mileage instructions) adhere to any mileage instructions displayed in the Vehicle or set by the Owner;
- (j) (Service Mileage) notify the Owner immediately if the Vehicle has reached the mileage when the next service is due, as indicated on the service sticker affixed to the windscreen;
- (k) (Provide Information) immediately upon request, provide the Owner and any regulatory authority full, accurate and up-to-date information relating to the use of the Vehicle;
- (l) (Driver Licence) hold a valid driver licence and present such licence to the Owner upon request; and
- (m) (Recall) return the Vehicle upon request if it is subject to a recall.

6.10 the Hirer and any other Authorised Driver must never:

- (a) (No Unsafe Use) use the Vehicle when it is unsafe or if it has a visible fault or fault warning light;
- (b) (No Drugs and Alcohol) drive the Vehicle whilst under the influence of alcohol or drugs or whilst having a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit in the state or territory where the Vehicle is driven;
- (c) (Drug and Alcohol Testing) fail or refuse to undergo any breath, blood, oral fluid or urine test or drug impairment assessment by any competent authority in the state or territory in which the Vehicle is driven;

- (d) (No Criminal Act) commit:
 - i. any wilful, deliberate or criminal act, including an act of driver abuse; or
 - ii. an act of connivance with any person acting for the Hirer or on the Hirer's behalf, that causes Damage or Third Party Loss; or use the Vehicle for any illegal purpose or in a manner which would result in a criminal offence.
- (e) (No Dangerous Driving) drive the Vehicle dangerously or recklessly;
- (f) (Prohibited Use) use the Vehicle for off-roading, reliability trials, a race, rally or contest, speed testing or driving instruction;
- (g) (No Disposal of Vehicle) sell, rent, salvage, dispose of or otherwise part with possession of the Vehicle;
- (h) (PPSR) register or claim to be entitled to register any interest in the Vehicle under the *Personal Property Securities Act 2009* (Cth);
- (i) (False Information) provide the Owner with information the Hirer knows to be false or misleading, or knowingly fail to give the Owner all the relevant information the Hirer has when assisting the Owner with investigations pertaining to any Accident or other Incident, or any court proceedings related to the Rental Agreement;
- (j) (Dangerous goods) use the Vehicle for carrying any dangerous goods or substances, any flammable items or toxic substances;
- (k) (Traffic laws) use the Vehicle in contravention of any law or legislation controlling vehicle traffic;
- (l) (Handheld Device) use a mobile phone, GPS unit or other handheld device whilst the Vehicle is in motion or stationary but not parked, unless the body of the phone or GPS unit is affixed to the Vehicle and the phone or GPS unit is not being held or touched at any time whilst being used;
- (m) (Keys) leave the keys to the Vehicle, any keyless start or remote door control device in or with the Vehicle whilst it is unattended or unoccupied by the Hirer or any passenger;
- (n) (Leaving Vehicle Unattended) leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator, except if the Hirer's health or safety would otherwise be endangered;
- (o) (No Modifications and Repairs) modify, tamper with, or repair the Vehicle in any way or allow any person to do so, including, but not limited to, the installation of roof racks and towbars without the Owner's prior written agreement;

- (p) (No Towing)
 - i. allow the Vehicle to be towed without the Owner's permission except in an emergency where towing is arranged or performed by emergency services or through the Owner's roadside assistance provider; or
 - ii. use the Vehicle to tow or propel another vehicle.
- (q) (No Licence Restriction) drive the Vehicle whilst the Hirer's (or other Authorised Driver) driver licence is subject to any suspension, restriction or condition;
- (r) (No Commercial Use) use the Vehicle for the transport of passengers or property for hire, fare or reward unless the Vehicle is a Commercial Vehicle or the Hirer has the Owner's prior written authority;
- (s) (Animals) use the Vehicle for transporting any animals, unless specifically approved by the Owner. (Approval can be sought to transport guide dogs or other assistance animals - additional cleaning fees may apply); or
- (t) (Ferry or Ship) transport the Vehicle on a ferry or ship or other watercraft without Our permission, other than by public ferry legally able to transport vehicles to the islands listed in the Rental Agreement. (Important: Even if the Owner grants the Hirer permission, the Hirer will be fully responsible for all Damage Costs whilst the Vehicle is being so transported, and such liability will not be limited even if the Hirer has purchased Additional Damage Protection).

Warning Indicators and Vehicle Faults

6.11 If:

- (a) a warning indicator appears in the Vehicle; or
- (b) the Hirer sees or becomes aware of low engine or brake oils, engine coolant levels or tyre pressures; the Hirer must respond in the manner required in the Vehicle manual or as directed by the Owner. If the Hirer is unsure what a warning indicated is telling the Hirer or how to respond appropriately, the Hirer must not use the Vehicle and must contact the Owner.

6.12 If the Vehicle develops any fault or a fault message appears, the Hirer must inform the Owner immediately and not use the Vehicle unless the Owner has authorised the Hirer to do so. If the Hirer fails to notify the Owner and continues to use the Vehicle the Hirer will be responsible for any Damage.

6.13 The Hirer must not let anyone work on the Vehicle or arrange or undertake any repairs to the Vehicle or towing or salvage of it unless the Owner has given the Hirer prior authority. If the Owner has provided prior authority, the

Hirer must keep and produce to the Owner the original tax invoices and receipts for any repairs, towing or salvage costs and, where the Owner has authorised and agreed to reimburse such amounts prior to them being incurred, the Owner will reimburse the Hirer for such expenses upon the relevant tax invoices and receipts being produced. There is no damage protection for any damage or loss caused to the Vehicle as a result of unauthorised towing, salvage, or repair to the Vehicle and full Damage Costs will be payable by the Hirer.

7. Restricted Areas

7.1 Parts of Australia are not suitable for access by rental vehicles. To prevent Damage to the Vehicle and for the Hirer's own personal safety the Owner strictly enforces conditions that restrict use of the Vehicle in such areas. Unless the Owner has given prior written consent, the Hirer must never take the Vehicle:

- (a) on any Unsealed Road unless it is a four wheel drive (4WD) vehicle which has a transfer case with an independent Low range and Hi range gearing capability and all terrain tyres as confirmed by the Owner;
- (b) in any area above the snow line, where snow chains are required unless the Hirer have purchased Snow Pass;
- (c) Off Road;
- (d) between mainland Australia and Tasmania in either direction;
- (e) across state borders into or out of the Northern Territory or the Ownerstern Australia, (except between the Northern Territory and the Kununurra, Kimberley and Broome regions of the Ownerstern Australia);
- (f) into or out of the Owneripa (Queensland);
- (g) onto any island with the exception of:
 - i. Kangaroo Island;
 - ii. Stradbroke Island;
 - iii. Magnetic Island;
 - iv. Bribie Island;
 - v. Phillip Island; or
 - vi. Bruny Island,
- (h) through any river, stream, creek or tidal crossing;
- (i) through flood waters or on flood prone roads or on any road where the state or condition of the road make the use of the Vehicle unsafe;

- (j) on any road where the police or any government or statutory authority has issued a warning, caution or which has been closed;
- (k) onto any road or region where the Owner have notified the Hirer that the use of the Vehicle is prohibited;
- (l) in the Kakadu region:
 - i. Jim Jim and Twin Falls;
- (m) in the Katherine region:
 - i. Central Arnhem Road to Gove beyond Bulman;
- (n) in the Broome region:
 - i. on Cable Beach; or
 - ii. on any other beach in the region; or
 - iii. on any roads south of Eighty Mile Beach when renting from Hiring Locations in the Northern Territory, Broome WA or Kimberley Region WA;
- (o) in the Kimberley region:
 - i. Mitchell Plateau;
 - ii. Kalumburu;
 - iii. Kalumburu Road north of Drysdale River Station;
 - iv. on the Canning Stock Route;
 - v. on the Tanami Track; or
 - vi. outside any town or city limits between Sunset and Sunrise;
- (p) in Central Australia:
 - i. on the Tanami Track west of Rabbit Flat;
 - ii. on the Gunbarrell Highway;
 - iii. on the Canning Stock Route;
 - iv. on the Donahue Highway;
 - v. on the Strzelecki Track;
 - vi. on the Oodnadatta Track, subject to prior approval by Us upon receipt of evidence to travel this route accompanied by another vehicle; or
 - vii. on the Birdsville Track, subject to prior approval by Us upon receipt of evidence to travel this route accompanied by another vehicle;

(q) onto any Aboriginal Land which require a permit, unless the Owner have given prior written approval upon submission of a valid entry permit - any entry to Aboriginal Land without a permit is illegal;

(r) in Queensland:

- i. on the Gulf Developmental Road;
- ii. on the Telegraph Track;
- iii. on the Peninsula Developmental Road between Lakeland and Coen;
- iv. on the Peninsula Developmental Road between Bramwell Station and Bamaga;
- v. on the Bloomfield Track (the Coast Road, or Cape Tribulation-Bloomfield Road) between Cape Tribulation and Cooktown; or
- vi. on Burke Developmental Road between Chilagoe and Normanton;

(s) in Northern Territory:

- i. outside any town or city limits between Sunset and Sunrise;
- ii. in any other remote area as specified in the Hirer's Rental Details Document between Sunset or Sunrise, with the exception of Uluru-Kata Tjuta National Park.

7.2 Travel in the following areas and routes is subject to seasonal road conditions and permission must be expressly given by Us prior to travel:

(a) in the Northern Territory:

- i. on Larapinta Drive or Namatjira Drive, also known as the Mereenie Loop Road; and
- ii. on the Tanami Road, east of Rabbit Flat.

(b) in the Ownerstern Australia:

- i. on the Spring Creek Track, (the access road to the Purnululu National Park (Bungle Bungles));
- ii. on the Gibb River Road, and all unsealed roads adjacent to this road;
- iii. on the Fairfield-Leopold Downs Road, and all unsealed roads adjacent to this road; and
- iv. on the Duncan Highway, and all unsealed roads adjacent to this road;

(c) in Queensland:

- i. on the Cape York Peninsula.

Even if the Owner has granted the Hirer permission to travel in these areas and routes, and the Hirer has purchased Additional Damage Protection, any excess amounts specified in the Memorandum of Agreement will apply on a non-reducible basis in the event of any Damage being occasioned in these areas.

8. Return of the Vehicle

8.1 At the end of the Period of hire, the Hirer must return the Vehicle, the Vehicle key or keyless start and any accessories or equipment supplied by the Owner:

- (a) to the Owner at the location specified in the Memorandum of Agreement;
- (b) in the same condition it was in at the commencement of the rental, subject to reasonable wear and tear; and
- (c) at the date and time specified in the Memorandum of Agreement.

Inspection

8.2 After return of the Vehicle the Owner will carry out a post rental inspection. Please allow extra time after return of the Vehicle to complete the inspection. Where the Vehicle is excessively dirty, the inspection may need to occur after cleaning is complete.

8.3 If for any reason the Hirer is not able to wait for the inspection to occur, the inspection of the Vehicle will occur in the Hirer's absence. In this case the Owner will use best endeavours to confirm the condition of the Vehicle with the Hirer within 4 working hours of the conduct of inspection where Damage is detected.

Vehicle Condition and Cleaning

8.4 If upon return the Vehicle requires cleaning exceeding fair wear and use (for example as a result of food, drink and other stains and marks, animal fur, mud, dirt, sand smoke or tobacco product damage) a cleaning fee will apply to recover the additional cleaning costs incurred. The amount of the cleaning fee will depend on the extent of cleaning required.

8.5 If upon return the Vehicle or any accessory or equipment supplied is otherwise not in the same condition it was supplied in (subject to reasonable wear and tear) the Owner may charge the Hirer for and the Hirer must pay all other reasonable costs required to return the Vehicle and any equipment supplied to the same condition it was in at the commencement of the rental.

Refund of Security Bond

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

- (a) the Vehicle and all equipment and accessories have been returned;

- (b) all Rental Charges and other amounts payable under the Rental Agreement have been paid;
- (c) there is no Damage;
- (d) the interior and exterior are clean;
- (e) the Vehicle has been refuelled.

8.7 If any of the above conditions are not met, the Owner may retain the bond until all Rental Charges have been paid and all Damage, cleaning and other charges incurred under the Rental Agreement have been assessed and paid. In the event the Hirer fails to provide payment for such charges, the Security Bond will be applied towards these outstanding amounts and any remaining Security Bond will be refunded to the Hirer.

9. The Owner's Responsibilities

Vehicle Quality

9.1 The Owner is responsible for ensuring that during the Period of hire the Vehicle provided is of acceptable quality and in good working order.

Vehicle Repair or Replacement

9.2 If the Vehicle breaks down during the Period of hire through no fault of the driver or a third party, the Owner will recover and repair the Vehicle as soon as possible. If the Vehicle cannot be repaired the Owner will use best endeavours to provide a replacement Vehicle of an equivalent size and standard to the previous Vehicle for the remainder of the Period of hire.

9.3 The Owner reserves the right not to repair or replace the Vehicle where:

- (a) it is involved in a major Accident or there has been major Damage;
- (b) the cause of the relevant Vehicle breakdown or fault is a breach of the Rental Agreement; or
- (c) the Vehicle requires replacement due to Damage, loss or theft of the Vehicle that was caused by a breach of the Rental Agreement. In this event, the rental shall be terminated and the Period of hire shall be at an end.

9.4 In the event the Owner authorises the Hirer to allow someone to undertake repairs to the Vehicle or salvage or towing of the Vehicle and the Owner agrees to reimburse such costs, the Owner will do so strictly in accordance with the Rental Agreement.

Roadside Assistance

9.5 During the Period of hire, free roadside assistance is provided for inherent mechanical faults in the Vehicle but fees and charges apply for all other faults or driver induced errors.

9.6 Examples of driver induced errors and faults where roadside assistance fees and charges apply are:

- (a) a flat battery (and not due to mechanical fault);
- (b) lost keys, keyless start or remote control device;
- (c) the key, keyless start or remote control device has been locked in the Vehicle;
- (d) changing a wheel as the result of a flat tyre; or
- (e) running out of fuel.

9.7 If the Hirer has purchased Recovery Plus Protection then during the Period of hire or any shorter period that Recovery Plus Protection has been paid for, no charges will apply for the following roadside assistance:

- (a) where the Vehicle has run out of fuel, provision of sufficient fuel to allow the Vehicle to be driven to the nearest service station or providing a Vehicle tow to the nearest service station when providing sufficient fuel is not possible or practical;
- (b) unlocking the Vehicle when the keys, keyless start or remote control device has been locked in the Vehicle;
- (c) changing a wheel as the result of a flat tyre (however the Hirer will be still be liable for the cost of the replacement wheel or tyre unless the wheel or tyre was damaged due to an inherent mechanical fault or fair wear and tear or Ultimate Protection applies);
- (d) starting the Vehicle if the battery is flat because the headlights or interior lights or the air-conditioning, entertainment system or other electrical equipment has been left operating when the engine is not running;
- (e) replacement of a battery which has failed as a result of the headlights or interior lights or the air-conditioning, entertainment system or other electrical equipment being left operating when the engine is not running; and
- (f) towing, as a result of something the Hirer, or the Additional Driver has done to, or caused to the Vehicle (except in the event of an Accident or where the Vehicle needs to be towed due to a breach of the Rental Agreement); except in circumstances allowed for in the Rental Agreement.

9.8 The Owner reserves the right to refuse to provide, or cover the costs of providing, roadside assistance when the Vehicle is in an area that is a restricted area in breach the Rental Agreement or it is otherwise unsafe to do so.

10. Accident, Damage, Loss or Theft of Vehicle

10.1 This section describes what the Hirer must do if there is an Accident, any instance of Damage, theft of the Vehicle, loss of the Vehicle or any other incident where the Vehicle may sustain Damage or the Hirer has lost or may lose possession or control of the Vehicle (Incident).

When to Notify the Police

10.2 The Hirer must notify the police immediately if there is an Accident or other Incident where:

- (a) a person is injured;
- (b) the other party failed to stop or exchange details;
- (c) the Vehicle or any other vehicle is towed;
- (d) any driver involved appears to be under the influence of drugs or alcohol;
- (e) the Accident or Incident is required to be notified to the police under applicable legislation;
- (f) theft of the Vehicle is discovered; or
- (g) the Owner instructs to do so.

What to do if there is an Accident

10.3 In the event of an Accident the Hirer needs to:

- (a) make the Vehicle secure;
- (b) notify the Police in the circumstances described in the previous section and remain at the scene until police attend;
- (c) get the details of all persons involved in the accident, (including names, phone numbers, email addresses, mailing addresses and third party insurance details) and record the registration of any vehicles involved;
- (d) get the names and contact details of any witnesses;
- (e) do not admit liability or make or give any offer, promise of payment, settlement, waiver, release or indemnity unless the Owner has given the Hirer written consent;
- (f) notify the Owner as soon as possible.

The Hirer must notify the Owner and provide assistance

10.4 If there is an Accident, any instance of Damage, theft of the Vehicle, loss of the Vehicle or any other incident where the Vehicle may sustain Damage or the Hirer has lost or may lose possession or control of the Vehicle (Incident) the Hirer must:

- (a) notify the Owner as soon as possible after the Accident, Damage or other Incident and no later than 24 hours after it occurs unless there are circumstances under which it is impractical or impossible for the Hirer to contact the Owner within 24 hours, and the Hirer can produce documented evidence of those circumstances on request – Important - if the Hirer does not do so, the Hirer will not have the benefit of any reduced liability the Owner offers under the Rental Agreement and the Hirer will be liable for all damage costs;
- (b) provide full details of the Accident, Damage or other Incident by completing an Incident Report Form which the Owner will supply to the Hirer;
- (c) supply the Owner with any information concerning the driver of the Vehicle, and the Hirer must allow the Owner direct access to the driver of the Vehicle and the Hirer must fully cooperate in allowing the Owner to gain such access;
- (d) complete and provide all other documentation and details that the Owner requires, including but not limited to the details of any driver involved and any police report or police report number and forward any third party correspondence or court documents to the Owner within 7 days of receipt; and
- (e) remain in contact with the Owner and provide assistance with the investigation of any Accidents or other Incidents and attend any court proceedings related to the Rental Agreement as reasonably requested, until the Owner notifies the Hirer that the Hirer's assistance is no longer required.

Claims

10.5 In relation to any instance of Damage, the Hirer must:

- (a) permit and assist the Owner to bring, defend, enforce or settle any legal proceedings against a third party, including attending at a lawyer's office and/or court; and
- (b) allow the Owner to claim in the Hirer's name under any applicable substitute vehicle insurance, and do everything that may be required to assist the Owner in making such a claim.

11. Damage Protection and Payment of DRF/SVAF

Damage Waiver

11.1 Except in circumstances described in the Rental Agreement, the Hirer's liability in relation to any single instance of Damage, loss of the Vehicle or theft of the Vehicle will be limited to any excess specified in the Memorandum of Agreement.

What the Hirer must pay us for Damage

11.2 Each time there is Damage or theft or loss of the Vehicle, the Hirer will be responsible for and must pay the Damage Costs as reasonably assessed by us, up to a total of the amount of the excess as specified in the Memorandum of Agreement.

11.3 the Hirer may be required to pay excess more than once if more than one instance of Damage or loss or theft of the Vehicle occurs.

How the excess will be charged

11.4 Prior to assessing the Damage Costs payable in relation to any instance of Damage or loss or theft of the Vehicle, the Owner may inspect the Vehicle and consider any claims received, make a reasonable estimate of the Damage Costs and charge the Hirer as follows:

- (a) if Our estimate of the Damage Costs is less than the total of the excess, the Owner may charge the Hirer the Owner's estimate of the Damage Costs; and
- (b) if the Owner reasonably estimates that the Damage Costs will exceed the total of the excess, the Owner may charge the Hirer the total of the excess.

11.5 Once Damage Costs have been assessed, the Owner will charge the Hirer the amount assessed up to the total of the excess. If the Owner has already charged the Hirer an amount based on Our estimate of Damage Costs, the Owner will make the following adjustments:

- (a) if the Damage Costs as assessed are greater than the amount of estimated Damage Costs charged, the Owner will charge the Hirer the difference, but ensuring the total amount charged in relation to that instance of Damage, theft or loss of the Vehicle does not exceed the total of the excess; and
- (b) if the Damage Costs as assessed are less than the amount of estimated Damage Costs charged, the Owner will refund the Hirer the difference, and will provide a tax invoice for the damage charges.

11.6 Where the Owner subsequently recovers all or a portion of the Damage Costs from a responsible third party or their insurer, or successfully defends any third party loss such that the Damage Costs the Owner actually suffers become less than the total amount of the excess paid, the Owner will refund the Hirer the difference, however in this event the Owner may retain an additional amount to cover the reasonable administrative, collection or legal costs incurred in connection with such recovery or defence, which may include but is not limited to the administration cost specified in the Memorandum of Agreement.

When we will not charge the excess

11.7 the Owner will not charge the Hirer the excess in relation to an Accident where, acting reasonably the Owner determines that the Hirer were not at fault and:

- (a) the Hirer is ordinarily an Australian resident;
- (b) the Hirer holds an Australian drivers licence;
- (c) the Hirer has fully completed an incident report form and has included:
 - i. the name, residential address, contact phone and licence number of any person involved (Third Party);
 - ii. the registration numbers of all vehicles involved;
 - iii. an accurate written and diagrammatic description of the Accident and location;
 - iv. the names of attending police officers and the stations at which they are based, and a copy of any police report; and
- (d) the Hirer has supplied or the Owner has established the name of the insurer of any Third Party the Hirer believes was at fault and the Owner has received written confirmation from the insurer that the Damage Costs will be paid to the Owner.

What are Damage Costs?

11.8 Damage Costs means:

- (a) the cost of repair or replacement of the Vehicle or any part of the Vehicle (including key, keyless start, remote control device or other accessory);
- (b) the cost of repair or replacement of any equipment provided with the Vehicle;
- (c) towing and salvage fees;
- (d) storage, repossession and recovery costs actually and reasonably incurred including fees for the release of the Vehicle from compounds;
- (e) costs of any other property loss or damage caused by the Hirer in an Accident;
- (f) Assessing Fees, being fees incurred by us to have any Damage assessed to determine repair cost using any third party assessor, which vary based on the extent of the relevant Damage;
- (g) Loss of Use Fee, being a fee calculated at 75% of the daily base rate shown in the Rental Details Document charged daily for the number of days the Vehicle is unable to be utilised by Us while the Owner are waiting for repairs to be completed or (in the event it is a write-off or

has been impounded, lost or stolen) while the Owner are waiting for it to be recovered or replaced, or while the Owner are waiting on keys, keyless start or remote control device to be replaced; and

- (h) Administration costs (as specified in the Memorandum of Agreement), being a fee charged for handling the claim and for making arrangements for repairs, towing and other administrative tasks associated with Damage or loss or theft of the Vehicle.

12. Exclusions to Damage Protection

Damage not covered by the Damage Waiver

12.1 Whether or not the Hirer has purchased Additional Damage Protection or paid the excess fee, the Hirer is fully responsible for all Damage Costs, and the Hirer must pay and the Owner will charge the Hirer for all Damage Costs in relation to any Damage or loss or theft of the Vehicle caused:

- (a) by a breach of the Rental Agreement;
- (b) intentionally, deliberately or recklessly by the Hirer, any Authorised Driver, any unauthorised driver or any passenger of the Vehicle;
- (c) by total or partial inundation, intrusion or immersion of the Vehicle in water or exposure of the Vehicle to salt water;
- (d) by use of the incorrect fuel type;
- (e) to the Vehicle with a convertible roof by overfilling the luggage compartment above the recommended level, and then activating the convertible roof mechanism;
- (f) by the Hirer's failure to observe any warning indicators that may appear in the Vehicle. If the Hirer is unsure as to what a warning indicator is telling the Hirer to do, the Hirer must contact the Owner as soon as possible for advice on further action;
- (g) as a result of the Hirer attaching any equipment to the Vehicle, or using that equipment, including, but not limited to roof racks, bike racks, snow chains, trailers, tailgate lifters, ramps and any associated equipment;
- (h) as a result of any towing, Vehicle repairs or modifications, carried out without the Owner's prior approval;
- (i) in relation to a Commercial Vehicle, by incorrect use or failure to use AdBlue, or by filling the Vehicle's AdBlue tank with any alternative product;
- (j) damage or mechanical failure caused as a result of the Hirer's failure to promptly clean any component of the Vehicle of mud, dirt and dust,

when using the Vehicle for mining, civil or construction projects or environments, or in other remote areas; and

(k) by installation or use of a toll tag in the Vehicle.

12.2 Additionally, whether or not the Hirer has purchased Additional Damage Protection or paid the excess fee, the Hirer is fully responsible for all Damage Costs, and the Hirer must pay and the Owner will charge the Hirer for all Damage Costs in relation to:

- (a) Damage to the Vehicle's windscreen, wheels or tyres (unless the Hirer has purchased Ultimate Protection);
- (b) Overhead Damage or Underbody Damage;
- (c) Damage to or loss or theft of any accessories or equipment supplied by the Owner including, but not limited to child restraints, strollers, GPS units, lost keys, keyless start and remote control devices, tailgate lifters or ramps;
- (d) Damage due to hail or lightning, (unless the Hirer has purchased **Ultimate Protection**);
- (e) Damage or loss of the Vehicle due to use of the Vehicle in an area or in a way that is prohibited under the Rental Agreement;
- (f) Damage or loss of the Vehicle occurring while the Vehicle was being transported by ferry or ship;
- (g) any Damage or loss or theft of the Vehicle that is not notified to the Owner within 24 hours;
- (h) Damage occurring in any Accident where the driver was under the influence of drugs or alcohol, or where the driver subsequently failed to undergo a drug or alcohol assessment; or
- (i) any Damage, loss or theft of the Vehicle occurring more than 24 hours after the end of the Period of hire but prior to return of the Vehicle;
- (j) Damage occurring while the Vehicle is being driven by a driver that is not an Authorised Driver; and
- (k) Damage occurring as a result of an Accident where the Hirer or the driver of the Vehicle does not notify the police as required by the Rental Agreement or leaves the scene of the Accident prior to the police attending.

Failure to return the Vehicle

12.3 If the Hirer fails to return the Vehicle and the Owner reports the Vehicle as stolen, the Hirer is responsible for all Damage Costs and any other costs the Owner incurs in connection with the loss of or recovery of the Vehicle, and the Owner may charge the Hirer the following amounts:

- (a) all Damage Costs including (but not limited to) the replacement value of the Vehicle and any accessory or equipment and Loss of Use Fees;
- (b) the Owner's reasonable costs involved in recovering or attempting to recover the Vehicle including the Owner's internal costs and any legal costs; and
- (c) where the Vehicle is recovered and there is damage to the Vehicle, Damage Costs in relation to such damage.

12.4 If the Owner has charged the Hirer the replacement value of the Vehicle and the Vehicle is subsequently returned or recovered, the Owner will refund this amount less other Damage Costs the Owner sustains (such as costs with respect to damage to the Vehicle, or loss or damage to an accessory or equipment).

Towing or Salvage costs

12.5 If the Vehicle requires towing or salvage because of something that the Hirer or another driver or passenger has done or caused to be done to the Vehicle, the Hirer is responsible for, must pay and the Owner will charge the Hirer for all towing or salvage costs the Owner incurs.

The Hirer's property

12.6 the Hirer is responsible for all property owned by the Hirer or any other driver or passenger. The Owner is not responsible to the Hirer or any other person in relation to property that is stolen from the Vehicle, lost or damaged prior to return of the Vehicle or left in the Vehicle after the Vehicle is returned.

13. Customer Own Insurance

13.1 If the Rental Details Document records that the rental is for Customer Own Insurance or if a Corporate Services Agreement is in place which provides that no damage protection applies and that the customer is liable for all loss and damage in relation to the rental (Customer Own Insurance), the Hirer (or in the event Customer Own insurance is specified in a Corporate Services Agreement, the relevant corporate account holder):

- (a) are responsible for all Damage and loss or theft of the Vehicle and must pay in full all Our Damage Costs;
- (b) must indemnify Us for Damage Costs resulting from Damage or loss or theft of the Vehicle occurring for any reason during the Period of hire or any subsequent period during which the Vehicle is not returned and any third party demand, claim, including a claim for legal costs, action or proceeding made, arising therefrom; and
- (c) must ensure the Hirer hold for the duration of the rental an insurance policy covering the Hirer's liability under this clause and provide Us a

copy of and certificate of currency for the policy or the policy wording upon request.

14. Termination of the Rental

Termination of the Rental

14.1 The Owner may terminate the rental in the event of:

- (a) a breach of the Rental Agreement that causes Damage or loss of or theft of the Vehicle or that has put the Vehicle at immediate threat of loss or Damage;
- (b) a reckless breach of road or traffic legislation;
- (c) a breach of this Rental Agreement caused by the Hirer taking the Vehicle into a Restricted Area without the Owner's prior written consent; or
- (d) the Vehicle being involved in a major Accident or where there has been major Damage.

14.2 If the rental is terminated:

- (a) the Period of hire shall be at an end and the Hirer must immediately return the Vehicle;
- (b) the Owner may take immediate possession of the Vehicle, and for this purpose the Hirer gives the Owner permission to access and enter the Hirer's premises to repossess the Vehicle without using unreasonable force or causing damage;
- (c) the Hirer must pay and the Owner may charge the Hirer all amounts due under the Rental Agreement; and
- (d) the Rental Agreement and all of the Owner's rights under the Rental Agreement shall otherwise remain in full force and effect.

15. Privacy Policy

15.1 Our Privacy Policy sets out how and for what purpose the Owner collect, use, store and disclose personal information.

15.2 If the Owner does not collect personal information from the Hirer and any other Additional Driver, the Owner will not be able to rent the Hirer a Vehicle and if any of the Personal Information the Hirer or an Additional Driver provides is incomplete or inaccurate, the quality of service may be compromised.

15.3 By entering into the Rental Agreement and by providing personal information, the Hirer and each Additional Driver represent and the Owner proceeds on the basis that the Hirer and the Additional Driver have read and agree to the terms of Our Privacy Policy and consent to the Hirer's personal information being disclosed for the purposes and in the manner described in the Privacy Policy.

15.4 Without limiting anything in the Rental Agreement, the Hirer agrees that:

- (a) if the Vehicle incurs a toll during the Period of hire or any subsequent period in which the Vehicle has not been returned the Owner may disclose the Hirer's personal information including the details of any credit card provided for payment of Rental Fees to Linkt;
- (b) if the Owner receives an infringement notice or fine the Owner may disclose the Hirer's personal information to the authority imposing the infringement notice or fine;
- (c) if the Hirer defaults in the payment of any moneys owed under the Rental Agreement, the Owner may provide information of that default to a credit reporting body and to obtain an up-to-date consumer credit report on the Hirer. Personal information may be used and disclosed by the credit reporting body in accordance with the Privacy Act to create or maintain a credit information file containing information about the Hirer, including defaults in excess of 60 days and the debt owed;
- (d) the Owner may also provide the Hirer's information to a debt collection agency where any amounts owed under the Rental Agreement are overdue and the Hirer has not provided payment despite the Owner's demand; and
- (e) the Owner may disclose the Hirer's personal information to banks or debit and credit card providers to verify any transactions or if the Hirer disputes any transaction.

16. Our Liability

16.1 Unless otherwise expressly stated, to the extent permitted by law, the Owner's liability in connection with this Rental Agreement and any law (including in relation to breach of any consumer warranty) is limited to the replacement, repair, or re-supply of the Vehicle for the remainder of the Period of hire or reimbursement of the Rental Charges.

16.2 Unless the Owner is negligent or as required by law, the Owner will not be responsible for any loss (including loss of profits), damage, costs or expenses which the Hirer or an Authorised Driver incur, or death or personal injury to the Hirer or any other person as a result of the rental of the Vehicle.

16.3 The Owner is only responsible for any direct loss that the Hirer suffers as a result of the Owner's breach of the Rental Agreement. The Owner is not responsible for missed flights, disrupted travel or holiday plans, loss of enjoyment or opportunity, indirect or consequential loss.

16.4 The Owner is not responsible for any of the Hirer's property left in the Vehicle or damaged during the rental.

17. Dispute Resolution

17.1 If the Hirer believes there has been an error in the Hirer's account or if the Hirer has any complaint, the Owner will help the Hirer in every way they can to rectify the error or resolve the complaint. If they are unable to assist the Hirer or if the Hirer's concerns are not resolved to the Hirer's satisfaction the Hirer may refer the matter to Our Customer Relations Team to investigate and address the Hirer's concerns within 5 business days of receipt.

18. General

18.1 Nothing in the Rental Agreement excludes, restricts or modifies the Hirer's rights under the Australian Consumer Law or other applicable consumer protection legislation.

18.2 The laws of the state in which the Hiring Location is situated govern the Rental Agreement.

18.3 the Owner may register its interest in the Vehicle on the Personal Properties Securities Register. The Hirer agrees, to the extent permitted by law, the Owner does not need to notify the Hirer if the Owner makes, or changes, such a registration.

18.4 In the event this Rental Agreement is terminated under law, the Period of hire shall be at an end, however all rights accrued under the rental agreement shall not be prejudiced.

CONSUMER RIGHTS STATEMENT

All your rights set out in the Rental Agreement are in addition to your rights as a consumer under applicable consumer protection legislation, including the Australian Consumer Law. The Hirer's consumer rights are not excluded, restricted or modified by this Rental Agreement and apply to the full extent required by the Australian Consumer Law.

The Hirer can find out more about its consumer rights from consumer organisations and bodies such as the Australian Competition and Consumer Commission and State/Territory fair trading authorities.

Definitions

Australian Consumer Law means Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

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

AdBlue means the diesel exhaust fluid used in modern trucks that have a Selective Catalytic Reduction system (SCR) that is used to reduce emissions of oxides of nitrogen from the exhaust of diesel vehicle engines.

Additional Damage Protection means options the Hirer may select at or prior to the commencement of the rental for an extra cost to reduce the amount of Damage Recovery Fee payable under this Rental Agreement.

Additional Driver means a person approved by the Owner to drive the Vehicle in addition to the Hirer as specified in the Memorandum of Agreement.

Authorised Driver means any person authorised by the Owner (by prior written agreement) to drive the Vehicle, including the Hirer and any Additional Driver noted in the Memorandum of Agreement.

Claims Handling Fee means the fee described in clause 12.10(h).

Commercial Vehicle means a Vehicle that is a van, utility, truck or bus that is constructed and used for the carriage of goods or property or for the transport of 12 persons or more, including the driver.

Damage means loss of or damage to the Vehicle including to the key, keyless start, any accessory or equipment, however caused, other than reasonable wear and tear and any other property loss or damage caused by use of the Vehicle during the Period of hire and any subsequent period up until return of the Vehicle.

Damage Costs means the costs incurred as a result of Damage to the Vehicle.

Damage Recovery Fee (DRF) means the amount specified in the Rental Details Document, which the Hirer must pay Us in the event of Damage, theft of the Vehicle or as described in section 12.2

DPF Burn means the action required when operating a diesel fuelled Vehicle to maintain the Vehicle's diesel fuel system to prevent Vehicle damage, when prompted by the Vehicle's warning indicators.

Excess means the amount the Hirer will have to the Owner in the event of any loss or damage suffered by the Owner in accordance with this Rental Agreement.

Heavy Vehicle has the meaning given in the Heavy Vehicle National Laws and includes any vehicle with a GVM or ATM of more than 4.5t.

Heavy Vehicle National Laws means *Heavy Vehicle National Law 2013* (SA) as adopted and modified in each relevant state or territory, and all associated regulations, as amended or replaced from time to time.

Hirer means the person renting the Vehicle described as the "Hirer" in the Memorandum of Agreement.

Incident means an Accident, an instance of Damage occurring to the Vehicle, theft of the Vehicle, loss of the Vehicle or other incident where the Vehicle may sustain Damage or the Hirer has lost or may lose possession or control of the Vehicle.

Insurance means the policy of insurance in relation to the vehicle in the name of the Owner for the purpose of covering any damage to the third-party property caused by the vehicle.

Off Road means any area that is **not**:

- (a) a gazetted road;
- (b) a sealed road; or
- (c) an Unsealed Road;

including but not limited to unformed roads, fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, rivers, flood waters or any other body of water, sand, deserts, rocks, fields, paddocks or grassed areas.

Overhead Damage means:

- (a) damage at or above the level of the top of the front windscreen of the Vehicle;
- (b) damage to any part (including floor) of the pantech or box section, floor, tail lift and/or ramps of a Commercial Vehicle; or
- (c) loss or damage caused by:
 - i. contact between the part of the Vehicle that is at or above the level of the top of the front windscreen with objects overhanging or obstructing its path;
 - ii. use of any Vehicle so that its height exceeds that permitted by law, bylaw, regulation or advisory sign in the area of use;
 - iii. objects being placed on the roof of the Vehicle;
 - iv. the Hirer or any person standing or sitting on the roof of the Vehicle;
 - v. contact between the Pantech or box section of a Commercial Vehicle; or
 - vi. use of the tail lift and/or ramps.

Owner means Simba Care Hire Pty Ltd whose registered office is situated at 4/937 Marion Rd, Mitchell Park SA 5043 in the State of South Australia.

Person includes corporations, and references to the singular shall include the plural and vice versa.

Rental Agreement has the meaning given in clause 1.1.

Rental Charges means the charges payable in connection with the rental.

Period of Hire means the period commencing on the date the Hirer takes possession of the vehicle and concluding when the Vehicle is returned to the Owner.

Security Bond means an amount charged pursuant to the Memorandum of Agreement as security for additional charges which the Hirer may incur under the Rental Agreement.

Single Vehicle Accident means an Accident that:

- (a) does not involve another vehicle other than a parked vehicle;
- (b) involves another vehicle but the vehicle or the driver has not been identified to [???];
or
- (c) involves another vehicle where, at the time of the Accident, the [???] Vehicle was driving in reverse and the other vehicle was stationary.

Single Vehicle Accident Fee means the charge that may apply when the Hirer are involved in Single Vehicle Accident.

Snow Pass means the additional fee payable that allows the Vehicle to be driven on sealed roads and sealed carparks above the Snow Line subject to these Terms and Conditions available at selected Hiring Locations only.

Snow Line means the gates leading to any of the national parks or snowfields in Australia between 1 June and 31 October, or any area where it is indicated or required that snow chains are to be fitted to the Vehicle.

Sunset and Sunrise means, in relation to any location, the local sunset and sunrise times specified for that location by the Australian Government Geoscience Australia as reported on their website, currently located at: <http://www.ga.gov.au/geodesy/astro/sunrise.jsp>.

State means the State of South Australia.

Underbody Damage means any damage to the Vehicle including the drive train, chassis, steering, suspension, brakes, exhaust, cooling system, floor pan and fuel systems that is caused by or directly results from contact between the underside of the Vehicle and any part of the road way or any object or obstruction including kerbs, gutters, speed or road humps, barriers or wheel stops; and includes the area from the door seal, top of the front and rear bumper and below, whether or not any other parts of the Vehicle are damaged at the same time.

Unmanned Location means a rental station located in a regional or remote location, or an airport location which does not always have staff present during the normal operating hours of that location.

Unsealed Road means a road that has been formed and constructed but is not sealed with a hard material such as tar, bitumen or concrete.

Vehicle means the motor vehicle and/or trailer described in the Memorandum of Agreement and includes all tyres, tools, spare parts, accessories and safety equipment supplied with the Vehicle.

Vehicle Condition Report means any report on the condition of the Vehicle and any existing damage to the Vehicle which is attached to or provided to the Hirer together with the Memorandum of Agreement and/or the Vehicle Condition section in the Memorandum of Agreement.