

Rental Terms and Conditions

1 Introduction

- 1.1 Your contract to hire a Vehicle from Mareeba Car Rentals (**Rental Contract**) consists of:
- (a) the agreement (**Rental Agreement**) You have signed to hire the Vehicle from Us; and
 - (b) these rental Terms and Conditions (**Terms and Conditions**).
- 1.2 The Rental Contract is governed by the laws of Queensland and You agree that courts in that state have non-exclusive jurisdiction to determine any dispute that arises between You and Us.
- 1.3 The Australian Consumer Law applies to the Rental Contract and it provides You with rights that are not excluded, restricted or modified by the Rental Contract and any provision in this contract is subject to the specific protections and guarantees in that and any corresponding Federal, State or Territory legislation.
- 1.4 We may use electronic signatures as a means of entry into the Rental Contract. When You insert an electronic signature You consent to the use of this means of acknowledgment and acceptance of these Terms and Conditions and Your obligations under the Rental Contract.

2 Who may drive the Vehicle?

- 2.1 Only You or an Authorised Driver can drive the Vehicle. Allowing anyone who is not an Authorised Driver to drive constitutes a Major Breach of the Rental Contract that excludes You and any Authorised Driver from all entitlement to Damage Cover indemnity under clause 7 of these Terms and Conditions.
- 2.2 We set a minimum and maximum age limit for those renting Our Vehicles. You and any Authorised Driver **must** be at least 21 and not over 80 years of age and have no less than 12 months driving experience, unless We have agreed to a variation of that restriction before the Start of the Rental and it is shown in the Rental Agreement.
- 2.3 You and any Authorised Driver **must** also have a valid licence to drive the Vehicle which is:
- (a) issued in an Australian state or territory or an international licence (with a valid International Driving Permit or an approved translation into English if the licence is not issued in English);
 - (b) appropriate for the class of the Vehicle; and
 - (c) not subject to any restriction or condition.
- 2.4 Learner drivers and provisional and probationary licence holders are not acceptable and **must not** drive the Vehicle.
- 2.5 The Vehicle **must not** be driven if Your licence or the licence of any Authorised Driver has been cancelled within 2 years of the date of the Rental Agreement.

3 Prohibited Use

- 3.1 The Vehicle **must not** be driven by You or any Authorised Driver:
- (a) whilst intoxicated or under the influence of drugs or alcohol or with a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit set by law;
 - (b) recklessly or dangerously; or
 - (c) whilst the Vehicle is damaged or unsafe.
- 3.2 You and any Authorised Driver **must not**:
- (a) fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;
 - (b) use the Vehicle:
 - (i) for any illegal purpose;
 - (ii) to move dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
 - (iii) to propel or tow another vehicle or a trailer;
 - (iv) to carry illegal drugs or substances;
 - (v) in connection with the motor trade for experiments, tests, trials or demonstration purposes; or
 - (vi) in an unsafe or un-roadworthy condition.
- 3.3 You and any Authorised Driver **must not**:
- (a) damage the Vehicle deliberately or recklessly or allow anyone else to do so;
 - (b) modify the Vehicle in any way;
 - (c) sell, rent, lease or dispose of the Vehicle; or
 - (d) register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009.
- 3.4 You and any Authorised Driver **must not** use the Vehicle to carry:
- (a) passengers for hire, fare or reward or for rideshare purposes;
 - (b) more than the number of passengers for which the Vehicle is licensed; or
 - (c) any load that exceeds the limits for which the Vehicle was designed, constructed, registered or licenced.

- 3.5 You and any Authorised Driver **must not**:
- (a) use the Vehicle to transport any pets or animals except assistance animals; or
 - (b) smoke in the Vehicle and You **must** prevent any passenger from doing so.
- Additional cleaning and deodorising costs **must** be paid if there is a breach of this clause.
- 3.6 You and any Authorised Driver **must not** use a mobile phone or a GPS unit 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.

4 Prohibited areas of use

- 4.1 The Vehicle **must never** be driven on:
- (a) an Unsealed Road;
- 4.2 The Vehicle **must not** be used in any area that is prohibited by Us. Prohibited areas include:
- (a) roads that are prone to flooding or are flooded;
 - (b) beaches, streams, rivers, creeks, dams and floodwaters;
 - (c) any road where the police or an authority has issued a warning;
 - (d) any road that is closed; and
 - (e) any road where it would be unsafe to drive the Vehicle.
- 4.3 The Vehicle **must never** be driven or used:
- (a) outside the state of Queensland; or
 - (b) onto any island that is off mainland Australia,
- unless We have given Our prior written permission prior to the Start of the Rental and it is noted on the Rental Agreement.

5 Your obligations

- 5.1 At the Start of the Rental and before collecting the Vehicle You **must** pay the anticipated Rental Charges and the Security Bond of \$300.
- 5.2 The Security Bond is fully refundable to You provided that:
- (a) all amounts due to Us under the Rental Contract have been paid, including toll road charges and refuelling costs;
 - (b) the Vehicle has been returned to the Rental Location at the date and time set in the Rental Agreement;
 - (c) there is no Damage or Third Party Loss;
 - (d) the exterior and interior of the Vehicle are clean;
 - (e) the Vehicle has a full tank of fuel; and
 - (f) there has not been a Major Breach of the Rental Contract,
- We reserve the right to retain all or part of the Security Bond if there is a breach of any of these conditions.
- 5.3 At the Start of the Rental You **must** also inspect the Vehicle to make sure that any pre-existing damage is noted and shown in the Rental Agreement.
- 5.4 You and any Authorised Driver **must** pay all tolls, speeding and traffic fines and infringements as well as any fines or charges imposed for parking or using the Vehicle or release of the Vehicle if it has been seized by a regulatory authority.
- 5.5 You **must** comply with all mandatory:
- (a) seat belt laws and fines may be imposed by the police on any driver or passenger who does not have a seat belt properly adjusted and fastened; and
 - (b) child restraint laws and ensure that for all children under the age of seven years the restraint has been fitted correctly according to the weight and age of the child and that the restraint is properly adjusted and fastened.
- 5.6 You and any Authorised Driver **must** make sure that the Vehicle is locked when not in use or unattended and the keys or remote control device **must** be kept in Your possession, or that of any Authorised Driver, at all times and are never left in the ignition when the Vehicle is unattended.
- 5.7 You and any Authorised Driver **must** take reasonable care of the Vehicle by:
- (a) preventing it from being damaged;
 - (b) making sure that it is protected from the weather;
 - (c) maintaining the engine and brake oils and coolant level and tyre pressures;
 - (d) using the correct fuel type; and
 - (e) making sure it is not overloaded.
- 5.8 You **must** inform Us immediately if:
- (a) a warning light or fault message appears;
 - (b) You see or become aware of low engine or brake oils, or engine coolant levels; or
 - (c) the Vehicle develops any fault during the Rental Period.
- If You fail to notify Us and continue to use the Vehicle You will be responsible for any Damage or Third Party Loss.
- 5.9 You **must not** let anyone else repair or work on the Vehicle or tow or salvage it without Our prior written authority to do so.

- 5.10 Where We have given You Our prior authority to repair the Vehicle You **must** keep and produce to Us the original tax invoices and receipts for any repairs, towing or salvage and You will be reimbursed only if these expenses have been authorised by Us. Any entitlement to reimbursement is subject to there being no Major Breach of the Rental Contract.
- 5.11 You **must not** leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator.

6 Toll charges

- 6.1 An electronic tag (**e-tag**) is not fitted to the Vehicle and it is Your responsibility to fit an e-tag to the Vehicle or purchase a day pass for payment of tolls when using the Vehicle on toll roads.
- 6.2 If You fail to do so and We are required to nominate You as the responsible party We will charge You an administrative fee for each nomination.

7 Damage Cover

- 7.1 Standard Damage Cover is included in the Rental Charges. Subject to these Terms and Conditions, We will indemnify You and any Authorised Driver for the theft of the Vehicle, any Damage (excluding windscreen damage) or Third Party Loss but You **must** pay up to the Damage Excess shown on the Rental Agreement for each Accident or theft claim unless:
- (a) We agree You were not at fault; and
 - (b) the other party was insured and their insurance company accepts liability.
- 7.2 An additional Damage Excess applies to You or any Authorised Driver who is 21 to 24 years of age.
- 7.3 If You have not authorised Us to charge Your credit card at or before the End of the Rental, the Damage Excess payable under clauses 7.1 and 7.2 will be charged to Your credit card:
- (a) for single vehicle Accidents, after a repairer's estimate or tax invoice verifying the amount charged for Damage has been sent to You;
 - (b) if the Vehicle has been stolen, after We have made reasonable enquiries and in Our opinion it is unlikely the Vehicle will be recovered; and
 - (c) for Accidents in which there is also Third Party Loss, after:
 - (i) a reasonable estimate of the Third Party Loss has been made;
 - (ii) a repairer's estimate or tax invoice verifying the amount charged for Damage has been obtained; and
 - (iii) all documents verifying the Third Party Loss and Damage have been sent to You.
- 7.4 All Accident and theft claims will incur a claims administration fee in addition to the Damage Excess liability. This fee is to compensate Us for the labour and associated costs with processing Your claim.

8 Damage Cover Exclusions

- 8.1 There is no Damage Cover, and You and any Authorised Driver are liable for:
- (a) Damage or Third Party Loss arising from:
 - (i) a Major Breach of the Rental Contract; or
 - (ii) the use of the Vehicle by any driver who is not an Authorised Driver or who is less than 21 or more than 80 years of age;
 - (b) Overhead Damage;
 - (c) Underbody Damage; and
 - (d) Damage caused by immersion of the Vehicle in water.
- 8.2 There is also no Damage Cover for:
- (a) the full cost of replacing or repairing any accessories supplied by Us including, but not limited to GPS units, lost keys, keyless start and remote control devices;
 - (b) windscreen damage;
 - (c) tyre damage;
 - (d) personal items that are left in or stolen from the Vehicle or for loss or damage to property belonging to or in the custody of:
 - (i) You;
 - (ii) any relative, friend or associate of Yours ordinarily residing with You or with whom You ordinarily reside;
 - (iii) any relative, friend or associate of an Authorised Driver; or
 - (iv) Your employees.

9 Rental Period, costs and charges

- 9.1 The Rental Agreement shows:
- (a) the Rental Period for which You have hired the Vehicle; and
 - (b) the Rental Charges.
- 9.2 You **must** return the Vehicle on the date and by the time shown in the Rental Agreement. If You fail to return the Vehicle, We may terminate the Rental Contract and if the location of the Vehicle is known, recover it by lawful means or if it is unknown, after making reasonable attempts to contact You, report the Vehicle as stolen to the Police.
- 9.3 If the Vehicle is returned to Us early there is no entitlement to a refund.

- 9.4 If You return the Vehicle:
- (a) more than one hour after the date and time set for its return in the Rental Agreement, We will charge You \$25 per hour up to one full day's rental and a further full day's rental at the standard rate for each 24 hour period or part thereof until the Vehicle is returned to Us; or
 - (b) at any time outside Our normal business hours You **must** pay for the daily Rental Charges and all Damage until the Rental Location next opens for business unless We have agreed to an after business hours drop off and it is shown on the Rental Agreement.
- 9.5 If You return the Vehicle with less than a full tank of fuel a refuelling charge of \$55 (including GST) plus the cost of the fuel, will apply.
- 9.6 A daily limit of 200 kilometres applies unless You have Our prior written approval to have this limit waived and it is noted on the Rental Agreement. For each day You exceed that limit (calculated over the Rental Period) You will incur an additional fee of thirty cents (30c) per kilometre.
- 9.7 At the End of the Rental You **must**:
- (a) return the Vehicle:
 - (i) in the same condition it was in at the Start of the Rental, fair wear and tear excepted; and
 - (ii) with a full tank of fuel;
 - (b) pay:
 - (i) the balance of the Rental Charges (if any);
 - (ii) the Damage Excess if there is Damage or Third Party Loss as a result of an Accident or the Vehicle is stolen;
 - (iii) any costs We incur, including extra cleaning costs under clause 3.5, in reinstating the Vehicle to the same condition it was in at the Start of the Rental, fair wear and tear excluded;
 - (iv) for all Damage arising from a Major Breach of the Rental Contract;
 - (v) for all Overhead Damage;
 - (vi) for all Underbody Damage; and
 - (vii) for any Damage caused by the immersion of the Vehicle in water.

9.8 **Credit card authority**

If any amount is due to Us or remains unpaid, including:

- (a) for tolls;
- (b) speeding and traffic fines and infringements;
- (c) fines or charges imposed for parking; or
- (d) the Damage Excess payable under clauses 7.1 and 7.2,

You authorise Us to debit Your credit card with that amount within a reasonable time after the End of the Rental.

9.9 **Interest on outstanding amounts**

Amounts owing to Us pursuant to clause 9.7(b) accrue interest at the rate of 10% per annum commencing 14 days after the End of the Rental.

9.10 **Default in payment**

If You default in the payment of any moneys owed to Us under the Rental Contract, You authorise Us to provide information of that default to a credit reporting body and to obtain an up to date consumer credit report on You. 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 You, including defaults in excess of 60 days and the debt owed to Us.

10 **Cancellation**

If:

- (a) Your booking is cancelled within 24 hours prior to the Start of the Rental; or
 - (b) You fail to notify Us of Your intended cancellation prior to the Start of the Rental and fail to pick up the Vehicle,
- You will be charged the Rental Charges for the Rental Period as booked unless We are able to rent the Vehicle to another renter for an equivalent term and rate.

11 **Accidents or breakdowns**

- 11.1 We will provide You with a Vehicle that is of acceptable quality and in good working condition taking into account the age of the Vehicle but breakdowns do occur. Twenty four hour roadside assistance is provided free of charge for breakdowns (but not for Accidents) and if the Vehicle breaks down during the Rental Period You **must** contact Us on **0456 595 338** to arrange assistance. We will recover and repair the Vehicle as soon as possible but if it cannot be repaired We will use Our best endeavours to provide a replacement Vehicle where one is available.
- 11.2 We are also not responsible for:
- (a) Damage as a result of use of the incorrect fuel type;
 - (b) a flat battery because the lights or entertainment system have been left on;
 - (c) windscreen damage;
 - (d) tyre changing;

- (e) lost keys or remote control device; or
- (f) keys or remote control device locked in the Vehicle.

Extra charges will apply if any of these services are provided at Your request.

11.3 Subject to the Australian Consumer Law, We are not responsible for:

- (a) flights You have missed;
- (b) holiday plans that are disrupted;
- (c) loss of enjoyment; or
- (d) consequential or economic loss.

12 Accident reporting

12.1 If You or an Authorised Driver has an Accident or if the Vehicle is stolen You must report the Accident or theft to Us within 24 hours of it occurring and fully complete an Accident/Theft report form.

12.2 If the Vehicle is stolen or if You or an Authorised Driver of the Vehicle has an Accident where:

- (a) any person is injured;
- (b) the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or
- (c) the other party appears to be under the influence of drugs or alcohol,
You or the Authorised Driver **must** also report the theft or Accident to the Police.

12.3 If You or an Authorised Driver has an Accident You and the Authorised Driver must:

- (a) exchange names and addresses, telephone numbers and email addresses with the other driver;
- (b) take the registration numbers of all vehicles involved;
- (c) take as many photos as is reasonable showing:
 - (i) the position of the Vehicles before they are moved for towing or salvage;
 - (ii) the Damage to the Vehicle;
 - (iii) the damage to any third party vehicle or property; and
 - (iv) the general area where the Accident occurred, including any road or traffic signs;
- (d) obtain the names, addresses and phone numbers of all witnesses;
- (e) not:
 - (i) make any admission of fault;
 - (ii) promise to pay the other party's claim; or
 - (iii) release the other party from any liability;
- (f) forward all third party correspondence or court documents to Us within 7 days of receipt; and
- (g) co-operate with Us in the prosecution of any legal proceedings that We may institute or defence of any legal proceedings which may be instituted against You or Us as a result of an Accident, including attending:
 - (i) Our lawyer's office; or
 - (ii) any Court hearing.

13 Consequences of a Major Breach of the Rental Contract

13.1 If You or any Authorised Driver:

- (a) commit a Major Breach of the Rental Contract in a way that causes Damage, theft of the Vehicle or Third Party Loss; or
- (b) drive the Vehicle in a reckless manner so that a substantial breach of road safety legislation has occurred,
You and any Authorised Driver:
 - (i) have no Damage Cover;
 - (ii) are liable for all Damage, theft of the Vehicle and Third Party Loss; and
 - (iii) are liable for and **must** pay any additional costs or expenses We incur as a direct consequence.

13.2 Acting reasonably, We may terminate the Rental Contract and take immediate possession of the Vehicle if a breach of any part of clause 13.1 has occurred.

14 Privacy

14.1 We are committed to respecting privacy and will not collect, use or disclose Your personal information where doing so would be contrary to law.

14.2 We may fit a GPS Tracking Device to the Vehicle to enable Us to track the Vehicle when it is out of Our possession. When You sign the Rental Agreement You are authorising Us to use the GPS Tracking Device to track the Vehicle until it is returned to Us.

Accident means an unintended and unforeseen incident, including:

- (a) a collision between the Vehicle and another vehicle or object, including animals and roadside infrastructure;
 - (b) rollovers; or
 - (c) a weather event, including hail Damage,
- that results in Damage or Third Party Loss.

Authorised Driver means any driver of the Vehicle who is approved by Us and who is recorded on the Rental Agreement prior to the Start of the Rental.

Damage means:

- (a) any loss or damage to the Vehicle including its parts, components and accessories, including the GPS unit, that is not fair wear and tear;
- (b) towing and salvage costs;
- (c) assessing fees;
- (d) claims administration fee; and
- (e) Loss of Use,

and for the removal of doubt, any Damage to the windscreen, headlights, lights or tires that makes the Vehicle unroadworthy is **not** fair wear and tear.

Damage Excess means the amount, including GST, up to which You **must** pay Us in the event of an Accident or attempted theft that causes Damage or Third Party Loss or the Vehicle has been stolen and not recovered.

End of the Rental means the date and time shown in the Rental Agreement or the date and time the Vehicle is returned to Us, whichever is the later.

GPS Tracking Device means a GPS or other device that is fitted to the Vehicle that has electronic tracking capabilities to determine its location and other data including speed and fuel levels.

Loss of Use means Our loss calculated on a daily basis at the daily rate shown in the Rental Agreement because the Vehicle is being repaired or replaced if it is written off as a result of an Accident or it has been stolen.

Major Breach means a breach of any of clauses, 2.1, 2.2, 2.3, 2.5, 3.1, 3.2, 3.3, 3.4, 3.6, 4.1, 4.2,4.3,5.6, 5.7, 5.8, 5.9, or 5.11, that causes Damage, theft of the Vehicle or Third Party Loss or a breach of clause 12 that prevents Us from properly investigating a claim arising from an Accident or theft or from prosecuting or defending any Accident or theft claim.

Off Road means any area that is neither a sealed or an Unsealed Road and includes but is not limited to unformed roads, fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, rivers, flood waters, sand, deserts, rocks, fields and paddocks.

Overhead Damage means:

- (a) Damage at or above the level of the top of the front windscreen of the Vehicle; or
- (b) Third Party Loss,

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) objects being placed on the roof of the Vehicle; or
- (iii) You or any person standing or sitting on the roof of the Vehicle.

Rental Charges means the charges payable for renting the Vehicle from Us together with GST and any other taxes or levies which are all fully set out in the Rental Agreement.

Rental Location means the location from which the Vehicle is rented, as shown on the Rental Agreement.

Rental Period means the period commencing at the time shown in the Rental Agreement and concluding at the End of the Rental.

Security Bond means the amount of \$300 We collect from You at the Start of the Rental as security for the Rental Charges and other fees and charges incurred during Your rental.

Start of the Rental means the date and time that the rental commences as shown in the Rental Agreement.

Third Party Loss means loss or damage to third party property, including other motor vehicles and any claim for third party loss of income.

Underbody Damage means any damage to the Vehicle caused by or resulting from contact between the underside of the Vehicle and any part of the roadway or any object or obstruction, including kerbs, gutters, speed or road humps, barriers or wheel stops and does not arise as a result of an impact with another vehicle.

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

Vehicle means the Vehicle described in the Rental Agreement and includes its parts, components and accessories, including the GPS unit.

We, Us, Our, means B & C Apps Pty Ltd trading as Mareeba Car Rentals - ABN 50 631 337 043.

You, Your means the person, whether it is an individual, a firm or company or government agency that rents the Vehicle from Us and whose name is shown in the Rental Agreement.