

Rental Terms & Conditions

Introduction

When You rent a Vehicle from Us the contract (Rental Contract) You have with Us consists of two separate documents. They are:

- the agreement (Rental Agreement) You have signed to rent the Vehicle from Us; and
- these rental Terms and Conditions (Terms and Conditions).
- The date of the Rental Contract is the date shown in the Rental Agreement.

Who may drive the Vehicle?

Only You or an Authorised Driver can drive the Vehicle.

It is a Major Breach of the Rental Contract if You or an Authorised Driver let anyone who is unauthorised drive the Vehicle. If there is a Major Breach of the Rental Contract there is no cover for You, the Authorised Driver or the unauthorised driver for any Damage, theft of the Vehicle or Third Party Loss.

We set a minimum and maximum age limits for those renting Our Vehicles. You and any Authorised Driver must be at least 23 and not over 80 years of age and have no less than 12 months driving experience, unless We have agreed to a variation of those restrictions before the Start of the Rental and it is shown in the Rental Agreement.

You and any Authorised Driver must also have a valid licence to drive the class of Vehicle which is issued in an Australian state or territory or an international licence (with a translation into English if it is not issued in English) appropriate for the class of the Vehicle and not subject to any restriction or condition. Learner drivers and provisional and probationary licence holders are not acceptable and must not drive the Vehicle.

The Vehicle must not be driven if Your licence or the licence of any Authorised Driver has been cancelled or suspended within 2 years of the date of the Rental Agreement.

Prohibited Use

The Vehicle must not be driven by You or any Authorised Driver:

- if You or any Authorised Driver is intoxicated or under the influence of drugs or alcohol or has a blood alcohol content or any urine or oral fluid sample that exceeds the limit set by law;
- recklessly or dangerously; or
- whilst the Vehicle is damaged or unsafe.
- You and any Authorised Driver must not:
 - fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment; or
 - use the Vehicle:
 - for any illegal purpose;
 - to move dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
 - in connection with the motor trade for experiments, tests, trials or demonstration purposes; or
 - in an unsafe or un-roadworthy condition.
- You and any Authorised Driver must not:
 - damage the Vehicle deliberately or recklessly or allow anyone else to do so;
 - modify the Vehicle in any way;
 - sell, rent, lease or dispose of the Vehicle; or
 - register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009.
- You and any Authorised Driver must not use the Vehicle:
 - to carry passengers for hire, fare or reward or for rideshare purposes; or
 - to carry more than the number of passengers for which the Vehicle is licensed.
- You and any Authorised Driver must not:

- use the Vehicle to transport any pets or animals except assistance animals; or
- 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.

Where the Vehicle can and cannot be used

The Vehicle must only be driven on a Sealed Road or an unsealed road that is formed and constructed and maintained by a commonwealth, state or local government authority and is in good condition, but it must never be driven:

- Off Road; or
- in any area where snow has fallen or it is likely or forecast to fall.
- The Vehicle must not be used in any area that is prohibited by Us. Prohibited areas include:
 - roads that are prone to flooding or are flooded;
 - beaches, streams, rivers, creeks, dams and floodwaters;
 - any road where the police or an authority has issued a warning;
 - any road that is closed; and
 - any road where it would be unsafe to drive the Vehicle.
- The Vehicle must never be driven or used:
 - onto any island that is off Tasmania, with the exception of Bruny Island; or
 - onto 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.

Your obligations

You agree to be liable for the amount of Your Damage Excess, and a bond isn't collected provided that:

- all amounts due to Us under the Rental Contract have been paid;
- the Vehicle has been returned to the Rental Location at the date and time set in the Rental Agreement;
- there is no Damage or Third Party Loss;
- the exterior and interior of the Vehicle are clean; and the toilet in Motorhomes is empty and clean (a charge of \$150 will be applied if not);
- the Equipment supplied with the Vehicle under clause and listed in the Rental Agreement is returned clean and in the same condition it was in at the Start of Hire, subject to reasonable wear and tear;
- the Vehicle has a full tank of fuel; and
- there has not been a Major Breach of the Rental Contract,
- and We reserve the right to retain all or part of the Bond if there is a breach of any of these conditions.
- We will also debit Your credit card for the anticipated Rental Charges.
- At the End of the Rental You must:
- return the Vehicle in the same condition it was in at the Start of the Rental, fair wear and tear excepted;
- pay the balance of the Rental Charges, including any adjustment for extra kilometres unless the rental rate includes unlimited kilometres;
- pay the Damage Excess if there is Damage or Third Party Loss as a result of an Accident or the Vehicle is stolen;
- pay any costs We incur, including extra cleaning costs under clause, in reinstating the Vehicle to the same condition it was in at the Start of the Rental, fair wear and tear excepted;
- pay for all Damage arising from a Major Breach of the Rental Contract;
- pay for all Overhead Damage;
- pay for all Underbody Damage; and

- pay for any Damage caused by the immersion of the Vehicle in water.
- 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.
- If We pay for any tolls, fines or infringements incurred by You during the Rental Period We will charge You an Administrative Fee for all such payments as well as charging You for the toll, fine or infringement.
- You must comply with all mandatory 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;
- You must also comply with all 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
- 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.
- You and any Authorised Driver must take reasonable care of the Vehicle by:
 - preventing it from being damaged;
 - making sure that it is protected from the weather;
 - maintaining the engine and brake oils and coolant level and tyre pressures and if the Rental Period is seven days or more by checking these no less than on a weekly basis;
 - using the correct fuel type; and
 - making sure it is not overloaded.
- If the Vehicle develops a fault during the Rental Period:
 - You must inform Us immediately:
 - You must not drive the Vehicle unless We have authorised You to do so; and
 - You must not let anyone else repair or work on the Vehicle or tow or salvage of it without Our prior written authority to do so.
- Where We have given You Our prior authority to repair, tow or salvage 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.

Our obligations

We will provide You with a Vehicle that is of acceptable quality and in good working order.

If the Vehicle breaks down during the Rental Period because of Our negligence We will recover and repair the Vehicle as soon as possible. If the Vehicle cannot be repaired We will use Our best endeavours to provide a replacement Vehicle where one is available.

We are not responsible for any consequential loss You may suffer if the Vehicle breaks down unless this is because of Our negligence.

Damage Cover

Damage Cover is included in the Rental Charges.

Subject to these Terms and Conditions:

if You or any Authorised Driver has an Accident:

- in which the Vehicle suffers Damage; or
- there is Third Party Loss; or
- if the Vehicle is stolen,
- We will indemnify You and the Authorised Driver for the Damage, theft, or Third Party Loss but You must pay an amount up to the Damage Excess for each Accident or theft claim unless We agree that You were not at fault and the other party's insurance company accepts liability. No refunds are offered if the vehicle is returned early or damaged.

The Damage Excess payable is:

- \$9,000 (including GST) if there is Damage or Third Party Loss caused by the use of the Vehicle on an unsealed road (which cannot be reduced); and
- \$5,000 for Campervans, \$7,500 for Motorhomes, \$5,000 for Cars (including GST) if there is Damage or Third Party Loss caused by the use of the Vehicle on a Sealed Road which at additional cost may be reduced to the amount shown in the Rental Agreement.

There is no Damage Cover if the Vehicle is driven by any person who is less than 23 or more than 80 years of age and allowing anyone who is less than 23 or more than 80 to drive the Vehicle is a Major Breach of the Rental Contract.

There is no Damage Cover, and You and any Authorised Driver are liable for:

Damage or Third Party Loss arising from:

- a Major Breach of the Rental Contract; or
- the use of the Vehicle by any driver who is not an Authorised Driver;
- Overhead Damage;
- Underbody Damage; and
- Damage caused by immersion of the Vehicle in water.

There is no Damage Cover for 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:

- You;
- any relative, friend or associate of Yours ordinarily residing with You or with whom You ordinarily reside;
- any relative, friend or associate of an Authorised Driver; or
- Your employees.

Equipment Supplied with the Vehicle (Campervans & Motorhomes)

At the Start of Hire We will supply:

- a fire extinguisher; and
- crockery and cutlery

At the End of Hire You will be charged the replacement cost of the fire extinguisher if it has been used.

At Your request We will also supply the following additional equipment as shown on the Rental Agreement:

Linen Chairs and tables Tents Child restraints GPS units You will also be charged replacement costs if any of the equipment listed in clause is missing or not returned in the same condition as at the Start of Hire, subject to fair wear and tear.

Rental Period, costs & charges

The Rental Agreement shows:

- the Rental Period for which You have rented the Vehicle; and
- the Rental Charges.

At the Start of the Rental You must inspect the Vehicle to make sure that any pre-existing damage is noted and shown in the Rental Agreement.

All payments by credit card incur a surcharge as shown on the Rental Agreement.

At the End of the Rental You must return the Vehicle on the date and by the time shown in the Rental Agreement. If You require the Vehicle for longer than the Rental Period, You must notify Us at least 24 hours prior to the expiration of the Rental Period. If You fail to request an extension and You do not return the Vehicle at the scheduled time 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.

If You return the Vehicle:

later than the agreed return date the daily rental rate charged will be the rate applicable on the day of extension which may differ from the original rate booked. These charges will be applied to Your credit card on a daily basis until the Vehicle is returned to Us; or

at any time other than during Our normal business hours You must pay for the daily Rental Charges and all Damage until the Rental Location next opens for business.

Where the rental rate includes limited kilometres there will be an allowance of 150 kilometres per day if You exceed that allowance You will incur an additional fee of twenty five cents (25c) per kilometre, for example 6 days hire at 150 km per day gives you a total allowance of 900 kilometres.

At the End of the Rental You must also pay for all amounts owing pursuant to clause and any moneys owed to Us thereafter accrue interest at the rate of 10% per annum commencing 14 days after the End of the Rental . Any amount payable under the Rental Contract is subject to subsequent verification and adjustment and details of any adjustments will be provided to You as soon as practicable. If any amount is due to Us or remains unpaid You authorise Us to debit Your credit card with that amount within a reasonable time after the End of the Rental.

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.

Accidents or breakdowns

Twenty four hour roadside assistance is provided free of charge and You must contact the service provider, RACT Roadside Assist on 13 11 11 to arrange that assistance. Provided there has not been a Substantial Breach Our roadside assistance provider will supply all practical assistance as soon as practicable.

We are not responsible for:

- Damage as a result of use of the incorrect fuel type;
- a flat battery because the lights or entertainment systems have been left on;
- lost keys or remote control device; or
- keys or remote control device locked in the Vehicle,
- and extra charges will apply if any of these services are provided at Your request.
- 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.

- If the Vehicle is stolen or if You or an Authorised Driver of the Vehicle has an Accident where:
- any person is injured;
- the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or
- 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.
- If You or an Authorised Driver has an Accident You and the Authorised Driver must:
- exchange names and addresses with the other driver;
- obtain the names, addresses and phone numbers of all witnesses;
- not make any admission of fault or promise to pay the other party's claim or release the other party from any liability;
- forward all third party correspondence or court documents to Us within 7 days of receipt; and
- 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 Our lawyer's office or any Court hearing.
- Consequences of a Major Breach of the Rental Contract

If You or any Authorised Driver:

- commit a Major Breach of the Rental Contract in a way that causes Damage, theft of the Vehicle or Third Party Loss; or
- drive the Vehicle in a reckless manner so that a substantial breach of road safety legislation, including the Traffic Act 1925 (Tas) and the Criminal Code Act 1924 (Tas) has occurred,

You and any Authorised Driver:

- have no Damage Cover;
- are liable for all Damage, theft of the Vehicle and Third Party Loss; and
- are liable for and must pay any additional costs or expenses We incur as direct consequence thereof.

Acting reasonably, We may terminate the Rental Contract and take immediate possession of the Vehicle if a breach of any part of clause 10.1 has occurred.

Other general provisions

The Rental Contract is governed by the laws of Tasmania and You agree that courts in that state have non-exclusive jurisdiction to determine any dispute that arises between You and Us.

The Australian Consumer Law provides You with rights that are not affected by the Rental Contract and any provision in this contract is subject to the implied terms and conditions of that and any corresponding Federal or State legislation.

We may fit a GPS Device to the Vehicle to enable Us to track the Vehicle while it is out of Our possession. When you sign these Terms and Conditions You authorise Us to use the GPS Device to track the Vehicle until it is returned to Us.

Definitions

When You read these Terms and Conditions You will see that there are a number of terms that occur regularly throughout this document. These words or phrases have a specific meaning each time they appear and You should familiarise Yourself with them.

Accident means an unintended and unforeseen incident, including:

a collision between the Vehicle and another vehicle or object; or

a weather event, including hail Damage,

that results in Damage or Third Party Loss.

Administrative Fee means a fee of up to \$55 including GST for the administrative costs associated with Your rental.

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.

Bond means the amount of Your Damage Excess as shown on the Rental Agreement.

Damage means any damage to the Vehicle including its parts, components and accessories, towing and assessing fees and Loss of Use.

Damage Excess means the amount, including GST, up to which You must pay Us in the event of an Accident that causes Damage or Third Party Loss or the Vehicle has been stolen.

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 Device means a GPS or other device that is fitted to the Vehicle that has electronic tracking capabilities.

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 branch or rental location from which You rented the vehicle 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.

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, that causes Damage, theft of the Vehicle or Third Party Loss.

Off Road means any area that is not a Sealed Road 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:

- damage at or above the level of the top of the front windscreen of the Vehicle; or
- Third Party Loss,

caused by:

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

Sealed Road means a road that has been sealed with a hard material such as tar, bitumen or concrete.

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 an impact to the underside of the Vehicle by an impact with the road or any obstruction that does not arise as result of an impact with another vehicle.

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

We, Us, Our, means Leisure Rent Pty Ltd ABN 25 619 533 265.

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

By signing the Rental Agreement, I agree that I have read and agree to these terms and conditions