

# RENTACAR NOOSA – Rental Agreement

## Terms & Conditions of Hire

A locally owned & operated business on the Sunshine Coast.

### Interpretation/Definitions

In these Terms & Conditions, unless the context otherwise requires: (a) headings are for convenience only & do not form part of the Terms & Conditions or affect their interpretation; & (b) where you comprises two or more persons each is bound jointly & severally.

**Accident** means an unintended & unforeseen incident, including: (a) an accident between the vehicle & another vehicle; (b) a single vehicle accident with an animal, road infrastructure or object or running off the road; etc. (c) rollovers; & (d) weather events, including hail or flood Damage, that results in Damage or Loss (including Third Party).

**Approved Driver** means any driver of the Vehicle who is approved by Us & who is recorded on the Rental Agreement prior to the commencement of the Rental.

**Commencement Date** means the date & time at the beginning of the Rental Agreement, also referred to as the Reservation Pick up Date.

**Damage** means: (a) any loss or damage to the Vehicle including its parts (including underbody, tyres, windows, lights etc that form part of the vehicle), components & accessories, including the GPS unit, that is not fair wear & tear; (b) towing & salvage costs; (c) insurance assessment fees; & (d) Loss of Use, for that of doubt, any Damage rendering the vehicle is not fair wear & tear.

**Damage Cover** means the cover You & an Authorised Driver have for Damage, theft, attempted theft & Loss (including Third party Loss) under clause 5, subject to the Damage Cover Exclusions in clause 5.

**Damage Excess** means the amount, including GST, up to which You as the Hirer 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 & not recovered. This includes the additional amount for younger drivers (under 25 years of age), or older drivers (over 75 years of age) that is payable pursuant to the Rental Agreements **Special Conditions**.

**Drop off Date & time** means the End of the Rental Agreement or the date & time the Vehicle is/must be returned to Us.

**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 the following: Clauses 2-6 (all parts)

**Off Road** means an Unsealed Road surface, terrain or area that is not a sealed road & includes but is not limited to unformed roads, fire trails, tracks, river & tidal crossings, creek beds, beaches, streams, dams, rivers, flood waters, sand, deserts, rocks, fields & paddocks, ice or snow.

**Overhead Damage** means: (a) Damage to 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 reservation/renting the Vehicle from Us together with GST & any other taxes or fees which are all fully set out in the Rental Agreement.

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

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

**Security Bond** means the amount shown on the Rental Agreement, which we chose to/or not to collect from You at the Start of the Rental as security for the Rental Charges & other fees & charges incurred during Your rental & the amount is fully refundable subject to You complying with all conditions of Hire.

**The Company** means RentaCar Noosa and any associated entities by whom own and/or operate the business/vehicles.

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

**Tracking Device** means a GPS or other device that may be fitted to the Vehicle with electronic tracking capabilities to determine its location & other data including speed, braking & fuel levels.

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

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

**Us/We** means RentaCar Noosa (trading name) and any other associated entities that either own or operate the business. The registered business name is SJ Laughton Enterprises Pty Ltd ABN 49 095 644 429

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

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

### Terms & Conditions of the Rental Agreement (the Agreement)

This is an Agreement between the Hirer & RentaCar Noosa ("the Company") to rent the motor vehicle ("the Vehicle") described in the Rental Agreement.

#### Vehicle Condition

You acknowledge the vehicle is delivered to you in good operating condition with the seal of the odometer unbroken. You agree to return the vehicle in the same condition (except for ordinary wear & tear NOT INCLUDING WINDSCREEN OR TYRE DAMAGE) together with its tools, tyres, accessories & equipment on the date & place specified on the Agreement (or sooner, if demanded by the company). The Company may take possession of the vehicle without prior demand to you & at your expense if there has been a breach of any terms of conditions of the Agreement or if the vehicle is illegally parked, used in violation of the law or is apparently abandoned. If the seal of the odometer is broken, or otherwise tampered with, you will be responsible for not only an extra charge of \$500 but also for any cost of repairing the odometer. **NOTE:** If there is to be any extension of the period of hire beyond that stated on the Agreement, the Company must be notified & it must agree to such extension in writing, otherwise the Vehicle will be immediately reported to the police as stolen.

#### 1) Persons who must not drive the Vehicle

- a) A person who is not identified on the Agreement as either the Hirer, Joint Hirer or Authorised Driver;
- b) A person who is not licenced to drive the hired class of vehicle;
- c) A person who is driving the Vehicle whilst under the influence of any alcohol and/or drug/s that exceeds the limit set by law;
- d) A person who has given or for whom You have given a false name, age, address or driver's licence details;
- e) A person whose drivers licence has been cancelled, endorsed or suspended within the last three years;
- f) A person who has held a driver's licence for any class of vehicle for less than two (2) years, or is under the age of 21 years;
- g) A person who uses or intends to use the vehicle for an illegal purpose;

#### 2) Circumstances where the Vehicle must not be used

- a) Any area outside the **Area of Use** shown on the Agreement;
- b) Any unsealed roads or off-road conditions unless authorised by the company in the Area of Use on the Agreement;
- c) The carriage of any persons for hire or the carriage of any inflammable, explosive or corrosive materials, or the transportation of infectious, biohazardous or biomedical waste, unless approved in writing by the company;
- d) Pushing or towing any vehicle, trailer, boat or other object unless the company has authorised such use in writing;
- e) The carriage of any **greater load and/or persons** &/or for a purpose for which the vehicle was NOT designed & constructed;
- f) The carriage of any animal in the vehicle unless authorised in writing;
- g) The use of the vehicle for racing, pace making, reliability trials, speed trials, hill climbing or being tested in preparation for those activities;
- h) The use of the vehicle in a dangerous manner;
- i) The use of the vehicle in contravention of any legislation or regulation controlling vehicular traffic;
- j) The use of the vehicle for on-hiring, rideshare or the like.
- k) The use of the vehicle whilst using a mobile phone, to either make or receive phone calls, perform audio functions, or as a navigational device, unless the vehicle is stationary in a parked position, unless the phone is securely mounted in the vehicle & does not require manual operation of the phone.
- l) The vehicle must not be driven by You and/or the Authorised Driver recklessly or dangerously, or whilst the damage to the vehicle is unroadworthy of unsafe.
- m) You, or the vehicle, must NOT be used in any illegal activities.

#### 3) Obligations of the Hirer/Joint Hirer/Authorised Driver

**Note:** The Hirer/Joint Hirer & Authorised Driver are jointly & severally liable for compliance with the terms & conditions of the Agreement.

By entering into the Agreement You are responsible for & irrevocably authorise the company to debit the credit card provided as part of the Agreement or any other credit card provided (& You will pay the Company on demand any balance) with the following charges:

- a) The rental charges specified on the Agreement;
- b) All charges claimed by the company in respect of tolls, parking &/or any other traffic violations incurred during the period of hire or until such later time as the vehicle is returned to the company;
- c) The Hirer/Authorised Driver must not leave the scene of a major accident, nor leave the vehicle without firstly notifying the company.

- d) You inspect the vehicle daily for any oil and water leaks and check tyre pressure. You ensure the correct fuel types/lubricants are used & tyre pressures are as per tyre manufacturer (see tyre);
- e) You or the Authorised Driver notify the company immediately (or within 24 hours if immediately is not reasonably possible) and the Police if the vehicle is stolen;
- f) All loss or damage to the Vehicle (Including the loss or use of that vehicle), legal expenses, assessment fees, towing & recovery, consequential third-party damage, storage & company service charges where:
  - i) Any term or condition of the Agreement has been breached;
  - ii) The vehicle is involved in a single vehicle accident unless the company waives such loss to the **Single Vehicle Accident Liability** amount shown on the Agreement (which amount will apply in addition to the **Standard Liability Charge** noted on the Agreement). A Single Vehicle Incident is defined as any single incident where the vehicle hired suffers loss or damage as a result of an impact with any object whether animate or inanimate, excepting hail & weather damage and/or to another vehicle which can be fully identified & details of which have been provided by You or on your behalf to the Company.
  - iii) You have left the vehicle unlocked or left the keys in the vehicle, or You have failed to keep the key secure & under your personal control; if We need to attend in local area, cost is \$100.
  - iv) The underbody of the vehicle is damaged regardless of cause except where there is a collision with another vehicle;
  - v) The vehicle is totally or partially immersed in water regardless of the cause;
  - vi) The interior or exterior of the vehicle is damaged regardless of the cause except where there is a collision with another vehicle;
  - vii) The tyres of the vehicle are damaged other than by normal wear & tear;
  - viii) The vehicle or any third party property is damaged by driving the vehicle under or into an object lower than the height of the vehicle;
  - ix) You have failed to maintain all fluid & fuel levels of the vehicle or failed to immediately rectify or report to the company any defect in the vehicle of which you have become or ought to have become aware during the hire period;
  - x) You have failed to secure properly any load or equipment which leads to loss or damage caused by any part of the load or equipment.

If you have paid for the hire of the vehicle by use of a credit card or directed the company to bill charges to some other person, corporation, firm or organisation who or which fails to make payment when called upon by Us, You hereby irrevocably accept that you are liable & will immediately pay the full amount to the Company on demand. The Company, in addition, may charge you interest at the rate of 18% per annum calculated on a daily basis on all outstanding accounts or charges payable in accordance with the Agreement, such interest to be computed from the end of the rental period.

#### 4) Insurance/Damage Cover

A standard excess of \$500.00 applies (or \$1500 if under 25 or over 75 years of age) & is payable unless the other parties insurance accepts liability. Overhead, Undercarriage or Animal damage is at the Hirers risk & liability. Single vehicle accident including hail damage non-waiverable excess of \$500.00.

It is the Hirer's responsibility to duly inspect & to note any damage not noted on the Agreement condition report.

Provided You/or the Authorised Driver act within the terms & conditions of the Agreement, the company will grant damage cover (which may include your legal costs incurred with our written consent) to You /or the Authorised Driver in respect of damage to the vehicle and/or damage to any third party property other than damage to any property owned by You including any friend/relative, associate or passenger) on your physical or legal control. This cover is also subject to: a) You paying the **COLLISION DAMAGE/LOSS LIABILITY CHARGE/EXCESS** on the Agreement; b) You/or the Authorised Driver not having breached any terms & conditions of the Agreement; c) You/the Authorised Driver not being covered under any policy of insurance &; d) You providing such information & assistance as may be requested by the company or anyone acting on behalf of the company.

If cover is provided, then the company, or its insurer, may bring, defend or settle, any legal proceedings in its/their sole discretion & the company shall have the sole conduct of any proceedings. Any such proceedings shall be brought or defended in your name or the name of the Authorised Driver.

If cover is NOT provided you are responsible for any costs incurred.

#### 5) General Provisions

- a) If there is any incident involving loss or damage to the vehicle or involving the vehicle while rented under the Agreement, You/or the Authorised Driver shall promptly report such incident to Us & deliver to Us the claim form, complete with any summons, complaint or paper in relation to such incident involving such loss or damage. You/or the Authorised Driver must also report all incidents to the Police or proper authority;
- b) You/or the Authorised Driver irrevocably release & hold harmless to the company (& its agents & employees) from all claims for loss or damage to your personal property, or that of any other persons property left in the vehicle, or which is received, handled or stored by the company at the time before, during or after the rental period, whether due to the company's negligence or otherwise;
- c) You/or the Authorised Driver acknowledge that the company relies on the truth of your/the Authorised Driver's representations in the Agreement;
- d) You/or the Authorised Driver will not refuse or fail to take any blood analyses or breath test requested by the Police;
- e) Except as provided by law, no driver or passengers in the vehicle shall be or deemed to be the agent, servant or employee of the company in any manner for any purpose whatsoever;
- f) The company gives no express warranty in relation to the motor vehicle. Certain conditions & warranties are applied by statute, whether Commonwealth or State which cannot be excluded, restricted or modified, such as those under the Trade Practices Act 1974. Where the company is permitted to limit its liability under those statutes for breach of an implied condition or warranty the company limits its liability to replacement, repair or resupply of the vehicle. All other warranties conditions & other obligations which may be otherwise implied are expressly excluded in their entirety. The company is not liable to You/or the Authorised Driver for any indirect, incidental or consequential damages relating to the Agreement;
- g) No right of the company under the Agreement can be waived except by writing by Us;
- h) You &/or the Authorised Driver agree to indemnify the company from & against any or all claims, demands, actions, liabilities, losses, costs & expenses (including, but not limited to legal costs or an indemnity basis) incurred by the company as a consequence of the failure for whatever reason of the due & punctual performance of your obligations under the Rental Agreement;
- i) You acknowledge that the company has not in any way represented itself to You as an entity carrying on the business of insurance;
- j) You &/or the Authorised Driver must not at any time admit liability for any claim, loss or demand & agree that if such admission is made by You &/or the Authorised Driver that that is a breach of the Rental Agreement. (i) What we "the company" are not responsible for as a result of hiring from us: (ii) Any holiday plans that are disrupted; (iii) Any flight you might have missed; (iv) Economical/Enjoyment loss; (v) Loss or inconvenience caused by natural disasters.

#### 6) Time Charges

Rental days consist of consecutive 24-hour periods starting at the time of the commencement of the rental. If the vehicle is returned after the allocated rental period without the agreement of "The Company" an additional minimum hourly rate of \$22.00 per hour will be applied.

#### 7) Infringement Notices

A fee of \$50.00 will be charged for handling legal obligations relating to managing any infringement notices, parking fines or other enquiries of legally authorised Government Authorities.

#### 8) Damage post rental return

The vehicle is deemed to be the responsibility of the hirer until duly inspected & accepted by an officer of the company. All damage must be reported at the time of incident (preferred) or upon return of the vehicle. If damage is detected within 24 hours of the vehicles return, we will notify you as soon as it is reasonably practical to do so, however this does not forgo your responsibility for the vehicle and any excess payable.

#### 9) Cancellation Fee

More than 7 days - No fee applicable  
Within 7 days of hire - 1 days hire

Less than 24hours - 3 days hire, or the number of days of your hire, whichever is the lesser.

- 10) **Personal Information** Any information collected from you is for business purposes only & we will take responsible steps to protect your personal information, where doing so would be contrary to the law. We will require particular information to enable us to hire to you. Withholding information can result in us declining to hire to you.

11) **Further conditions**

- a. **Cancellation before the rental agreement expires** - If for any reason, you need to return the vehicle before the rental agreement expires, a \$60 cancellation fee will apply.
- b. **Breakdowns** -The company is a member of RACQ for roadside assistance. The 1800 phone number can be found on the key ring. You will be required to quote the vehicle registration & the service number (also on the key ring). Note: Lack of fuel, flat battery due to negligence, locking keys in vehicle & flat tyres are not covered under the rental agreement & a \$100 fee will apply.
- c. **Baby seat & roof rack installation** - Baby seats or capsules & roof rack installation is the responsibility of the hirer. Roof rack installation must be pre-approved by Us. We accept no responsibility or liability for incorrectly installed items.