

## RENTAL AGREEMENT TERMS AND CONDITIONS

The terms and conditions set out below form part of the Rental Agreement (RA) between the company identified in the RA ("Us", "We", "Our") and the Hirer ("I", "You", "Your") to hire the vehicle identified in the RA ("Vehicle") "Hirer" means the person/company named in the RA as the Hirer and any person/company who provides a Credit Card Authority to Us.

### 1. VEHICLE CONDITION

- 1.1 You acknowledge receiving the Vehicle from Us:
  - a. in a good and clean condition except as specified in the Damage Report;
  - b. with manufacturer supplied tools, tyres, accessories and equipment, a street directory and keys;
  - c. with the Fuel Reading as specified in the RA.
- 1.2 You agree to maintain tyre pressure, fluid and fuel at the proper operating levels and to immediately report to Us any defect.

### 2. RETURN OF VEHICLE

- 2.1 You agree to return the Vehicle to Us:
  - a. in the same condition in which You received it;
  - b. by the Return Date and Time in the RA to Sea-s-ta Holiday House;
  - c. with all of the items described in Clause 1.1 in good condition;
- 2.2 We must be notified and agree to any extension of the period of hire, in advance of the Return Date. If You fail to return the Vehicle to Us by the Return Date & Time, the Vehicle will be immediately reported to the Police as having been stolen.
- 2.3 We may take possession of the Vehicle without prior demand if it is illegally parked or if, in Our opinion:
  - a. it is being used, or has been used, in contravention of any law or of a term of this RA;
  - b. it has apparently been abandoned.
- 2.4 You will be responsible for the Vehicle and the Hire will continue until We make Our final inspection.

### 3. USE OF VEHICLE

- 3.1 Persons who must not drive the Vehicle (unless authorised by Us):
  - a. A person who is not identified as Driver 1 or Driver 2 in the RA;
  - b. A person who does not hold a current unrestricted motor vehicle driver's licence (learners permits and provisional licences are not acceptable). Drivers licences accepted are any licence issued within Australia or New Zealand or any foreign licence written in english presented in conjunction with an International Driving Permit. The drivers licence must be valid at the time of rental and must not expire within the rental period. The licence will be checked for provincial (state) seal or stamp, expiration date, description of renter, prior traffic violations, current residential address and signature;
  - c. A person whose breath or blood alcohol concentration exceeds the maximum lawful concentration or who is intoxicated or who is under the influence of any drug, toxic, or illegal substance;
  - d. A person, who has had a criminal conviction, traffic offence or vehicle accident within the last 5 years;
  - e. A person who is under the age of (25) years or over the age of (75) years.
- 3.2 The Vehicle must not be used by any Authorised Driver:
  - a. beyond a 15 km radius from Sea-s-ta Holiday House. Operation of the vehicle is limited from Bingil Bay to South Mission Beach. The Vehicle must not be used on the Bruce Highway or beyond including Tully, El Arish or Innisfail;
  - b. on any unsealed road (being a road not sealed with a hard material such as tar, bitumen or concrete);
  - c. on any barges or ferries or to cross any bodies of water;
  - d. To carry persons for hire or reward or to carry any inflammable, explosive or corrosive materials;
  - e. To carry any greater load, number of persons or for use in a manner or for any purpose for which the Vehicle was not designed. The Vehicle is to carry no greater number of persons than the Vehicle has seat belts (maximum 4 persons). The State of Queensland has mandatory seat belt laws. Sea-s-ta encourages all drivers and passengers to wear their seatbelts at all times in accordance with the law. Only baby or infant devices including capsules, seats and harnesses supplied and fitted by the Sea-s-ta owners are permitted in the vehicle at any time;
  - f. For racing, pacemaking, reliability trials or hill climbing, or being tested in preparation for those purposes;
  - g. In contravention of any criminal legislation, any legislation involving a penalty, or for any illegal purpose whatsoever;
  - h. If We have directed You or any Authorised Driver not to drive the Vehicle.

### 4. CHARGES

- 4.1 You agree to pay on demand all of the following charges up until return to or recovery by us of the Vehicle (whether or not charges are detailed in the RA):
  - a. Standard rental rate is \$50.00 per day (24hr period). Driver 1 or Driver 2 must supply a current credit card for retention of details for the duration of the rental period;
  - b. Minimum rental rate for periods less than 48 hrs is \$100.00;
  - c. A refundable key deposit of \$50.00 (cash) must be paid at commencement of the rental. The deposit will be held by Sea-s-ta Holiday House and will be refunded when the keys are returned on completion of the rental period. It is at Our discretion as to if any or all of the deposit is refunded to You;
  - d. All fuel used during the rental period and the fuel required to return the vehicle to Us in the same state as stated on the RA. If the vehicle is not returned with the same fuel gauge reading, You will incur a further fee of \$50.00;

- e. All insurance excess (\$300) applicable in the event of Us lodging an insurance claim during or following the rental period resulting from damage caused by You;
  - f. The cost of repair or reinstatement of loss or damage where Our insurance cover does not apply;
  - g. All traffic fines, penalties, parking violations and other similar charges incurred plus any of Our administration fee required per event;
  - h. The cost to Us of recovering the Vehicle if not returned to Sea-s-ta Holiday House in good order by the rental period end;
  - i. Where You fail to return any of the items described in Clause 1.1.b. in good condition the cost to Us of replacing same.
- 4.2 Final charges will be determined after a final inspection by Our representative which will be made as soon as practicable after return to, or recovery by Us of the Vehicle.

### 5. PAYMENT OF CHARGES

- 5.1 You hereby irrevocably and unconditionally authorise Us to charge to Your credit card (as nominated "AT TIME OF RENTAL" in the RA) all charges payable by You under this RA.
- 5.2 You must present a valid credit card to Us at time of rental for retention of credit details for the duration of the rental period. Debit or key cards will not be accepted. Credit cards accepted are **Mastercard** and **Visa**.
- 5.3 If You fail to make full payment of any charge due to Us, You agree to pay Us:
  - a. Our costs of recovering or attempting to recover from You outstanding charges, including any mercantile agent's costs, and legal costs on a full indemnity basis;
  - b. We shall be entitled to list Your payment default/s with the Credit Reference Association of Australia or other relevant credit reference organisations, which You acknowledge may affect Your credit rating.

### 6. STANDARD INSURANCE COVER

- 6.1 Standard insurance cover for the rental period does not include cover for any of the vehicle occupants including the driver and passenger or any of their property contained within or on the vehicle.
- 6.2 Public liability covers injury or death to persons outside the vehicle.
- 6.3 Property damage covers damage to property other than the vehicle.
- 6.4 In the event of any accident, contact Us for assistance. See advertisement display within Sea-s-ta Holiday House for relevant contact details or see 6.5.
- 6.5 All accidents involving property damage or bodily injury must be reported to the local police department where the accident occurred. The driver must complete and file an accident report with that local police department. For more information on insurance cover for this vehicle, contact **ACME INSURANCE BROKERS, 63 BRYANT ST TULLY, QLD 4854. Phone 4068 2170 or Mobile 0407 688 504**

### 7. EXCLUSIONS TO INSURANCE COVER

- 7.1 If the Driver is under the influence of alcohol or an illegal substance at the time of the accident.
- 7.2 Damage or loss where the Vehicle is totally or partially immersed in water regard-less of cause.
- 7.3 Damage or loss to the interior of the Vehicle, which requires professional cleaning, deodorising or repair.
- 7.4 Damage or loss to the undercarriage of the Vehicle or to any other property arising from contact between the undercarriage and any object, obstruction or road surface regardless of cause. The undercarriage means any exposed components including but not limited to, wheels and tyres, engine, transmission, sumps, differential, suspension, exhaust system, fuel tank, floor pan, tailgate lifters and ramps or any other mechanical or structural item.
- 7.5 Damage or loss caused to the Vehicle or third party property by You driving the Vehicle in an unroadworthy or damaged condition.
- 7.6 Damage or loss to the Vehicle deliberately caused by You or by You using the Vehicle in a dangerous or reckless manner.
- 7.7 The cost of towing or salvage of the Vehicle in or from a remote or sparsely populated area.
- 7.8 Damage or loss to any personal property owned by You (or any relative, associate, passenger or any person known to You) or in Your possession.

### 8. GENERAL PROVISIONS

- 8.1 We reserve the right to refuse hire of a vehicle to You following any incident or accident or where You have breached a term of this RA.
- 8.2 We are not liable for any loss or damage to personal property left in the Vehicle.
- 8.3 No Hirer, driver or passengers in the Vehicle shall be deemed to be Our agent, servant or employee, in any manner or for any purpose whatsoever.
- 8.4 We are not liable for any indirect, special, incidental or consequential damage suffered by You or any other person due to any breach of this RA.
- 8.5 None of Our rights under this RA may be waived except in writing by one of Our officers.
- 8.6 Words used in this RA and/or noted on the RA include all genders and singular words include the plural.
- 8.7 You warrant that all information supplied in connection with this RA, whether before or after the date hereof, is or shall be true and correct in all respects, and that You will immediately notify Us of any such changes.

### 9. PRIVACY

We are committed to protecting Your privacy. We collect personal information in order to process any rental and insurance cover. Your personal information on this RA will not be used for any other purpose than that of completing the RA and all expenses incurred. At no time will the information on this RA be sold to or bought by any party.