

RENTAL CAR AGREEMENT TERMS AND CONDITIONS

This is an agreement between the prospective hirer that made this booking (you) and the Entity (Sanctuary Palm Cove) to rent the motor vehicle described on this page, including all accessories, tools, tires, and equipment, and any replacement vehicle.

1. VEHICLE CONDITION AND RETURN

This vehicle was delivered to you in good operating condition and with the seal on the odometer unbroken. You agree to return the vehicle in the same condition (except for ordinary wear and tear not including windscreen damage) together with all tools, tyres and accessories and equipment to the location hired from and on the date there specified (or sooner, if demanded by the Entity). The entity may take possession of the vehicle without demand and at your expense, if it's illegally parked, used in violation of the law or of this agreement or if it is apparently abandoned.

If the seal of the odometer is broken, the person responsible will be reported to the appropriate authority and you are responsible for extra charges based on 500 kilometers per day at 50c per kilometer.

Windscreen insurance only applies to the front windscreen (stone damage)

No refunds given for early return unless 48 hours' notice given. Note: The company must be notified and agree to any extension of the period of hire beyond that stated on Page 1 of the agreement in advance of the return date and time or the vehicle will be immediately reported as stolen.

Extensions to hire are charged at the daily rate of original agreed price.

2. UNAUTHORISED AND PROHIBITED USE

Persons who must not drive the vehicle:

- (a) A person who is not identified on booking or has been identified in writing to the company or approved by the company in writing.
- (b) A person who is not licensed for the class of vehicle.
- (c) A person whose blood alcohol concentration exceeds the lawful percentage.
- (d) A person who has given or for whom you have given a false name, age, address or license details.
- (e) A person whose drivers' licence has been cancelled, endorsed, or suspended the last three years.
- (f) A person who has held a driver's license for less than two years.
- (g) A person below the age of 25

Circumstances in which and/or for which the vehicle must not be used.

- (h) Outside the area of use limitations shown in the booking description.
- (i) On unsealed roads or off-road conditions unless authorized by us in writing or on the face of this agreement.
- (j) To carry persons for hire (Uber/Taxi Like Services) or to carry any inflammable, explosive or corrosive materials.
- (k) To propel or tow any vehicle, trailer, boat, or other objects unless the company has authorized such use in writing.
- (l) To carry any greater load and/or more persons than is lawful or use in a manner or for a purpose other than for which it was designed and constructed.
- (m) To carry any animal or pet in the vehicle unless authorized in writing or on the face of this agreement.
- (n) For racing, pacemaking, reliability trials, speed trials, hill climbing or being tested in preparation for those purposes.

- (o) In a dangerous manner.
- (p) In contravention of any legislation or regulation controlling vehicular traffic or for any illegal purpose.

3. FINANCIAL OBLIGATIONS

Special Note: Joint hirers and all drivers are jointly and severally responsible under this agreement. YOU ARE RESPONSIBLE FOR AND BY ENTERING INTO THE AGREEMENT OF PAGE 1 YOU AUTHORISE THE ENTITY TO DEBIT THE CREDIT CARD PROVIDED OR ANY OTHER CREDIT CARD PROVIDED (and you will pay on demand any balance) WITH THE FOLLOWING CHARGES.

- (a) All rental charges specified in the booking description
- (b) All charges claimed from the Entity in respect of parking or any other traffic violations incurred during the period of hire or until a such later time as the vehicle is returned to the company.
- (c) All loss or damage to the motor vehicle (including use loss) legal expenses, assessment fees, towing and recovery, consequential third-party damage, storage, and company service charges where:
 - i. Any condition of this agreement, and in particular condition 2, or any special condition in the booking description has been breached.
 - ii. The vehicle is involved in a single-vehicle incident (or not under the control of an authorized hirer at the time of loss) unless the Entity waives such loss to a single-vehicle incident liability amount shown in the booking description (Which amount will apply in addition to the standard liability charge noted in the booking description) A single-vehicle incident is defined as any incident where the vehicle suffers loss or damage as a result of an impact with any or all objects whether animate or inanimate except another vehicle which can be fully identified and all details provided.
 - iii. You have left the vehicle unlocked or left the keys in the vehicle.
 - iv. You have not kept the key safe, secure, and under your personal control. The minimum replacement key charge is \$250.
 - v. The underbody of the vehicle is damaged regardless of cause when no vehicle is involved.
 - vi. The vehicle is totally or partially immersed in water regardless of cause.
 - vii. The interior of the vehicle is damaged regardless of cause when no vehicle is involved.
 - viii. The tyres of the vehicle are damaged other than by normal wear.
 - ix. The vehicle or any third party property is damaged by driving it under or into an object lower than the height of the vehicle
 - x. You have failed to maintain all fluid and fuel levels or failed to immediately rectify or report to us any defect of which you become aware.
 - xi. The vehicle is damaged by loading or unloading, other than normal wear and tear.
 - xii. Vehicles returned late will incur a 20% per hour surcharge.
 - xiii. Your failure to secure properly any load or equipment which leads to loss caused by any part of said load or equipment.
 - xiv. A cleaning fee up to \$100 will be applied for excessively dirty vehicles.

Special note: if you have paid by use of credit card or directed the Entity to bill to some other person, corporation, firm or organisation who or which fails to make payment when due, you will immediately pay the full amount due to the Entity on demand.

4. DAMAGE COVER

If you act within the terms and conditions of this agreement the Entity will grant damage cover (including legal costs incurred with our consent) for your benefit in respect of damages to the vehicle or third-party damage other than property owned by you (or and friend, relative, associate or passenger) or in your physical or legal control.

This cover is subject to:

- (a) Your payment of the damages/loss liability charge stated on in the booking description.
- (b) You not having acted or having caused any other person to have acted in any manner which is in contravention of this agreement including the special conditions on page 1.
- (c) You not being covered under any policy of insurance.
- (d) You providing such information and assistance as may be requested and, if necessary, authorising the Entity Insurer to bring, defend or settle legal proceedings, but the Entity shall have sole conduct of proceedings.

5. GENERAL PROVISIONS

- (a) You will promptly report any incident involving loss or damage to the vehicle while rented under this agreement to the Entity location where the vehicle was hired and will deliver to the Entity immediately, every summons, complaint or paper in relation to such loss.
- (b) You release and hold harmless the Entity (and its agents and employees) from all claims for loss or damage to their personal property, or that of any other person's property left in the vehicle, or which is received, handled or stored by the Entity at any time before, during or after this rental period, whether due to the Entity's negligence or otherwise
- (c) Except as provided by law no driver or passenger in the vehicle shall be or deemed to be agent, servant or employee in any manner or purpose whatsoever.
- (d) The Entity gives no express or implied warranty as to any matter whatsoever including without limitation the condition of the vehicle and equipment, its merchantability or fitness for any particular purpose.
- (e) No right of the Entity under this agreement may be waived except in writing by the Entity.
- (f) Words used in this agreement to denote any gender shall include all genders, singular words include the plural and noted in the booking description
- (g) The Entity shall not be held liable for any injury, damages or any other occurrence as a result of child restraints not being correctly fitted or used.

6. FUEL

The vehicle must be returned with the amount of fuel equal to that at the time of the rental. If the vehicle is returned with less fuel the difference will be charged at a rate that may include a service component unless prior arrangements have been made and noted in the booking description.