



Phone: 0447 809 899
drive@cairnsluxurycarhire.com.au

CAR HIRE CONTRACT

82 Bunda St
Cairns 4870
ABN 33 163 517 486

HIRER: NAME:

DRIVERS LICENCE:

ADDRESS:

PHONE

EMAIL

ADDITIONAL DRIVERS:

MOTOR VEHICLE:

MODEL:

REG. NO:

Seating:

Km Out: Km In:

HIRE

HIRE COMMENCES:

A.M./P.M.

DATE

PERIOD

HIRE CEASESAT:

A.M./P.M.

DATE

HIRE RATE	DAYS	TOTAL HIRE	DEPOSIT	BALANCE (Inc GST)
Conditions of Offer to hire			NO SMOKING IN CARS. A cleaning fee of \$550 will apply to cars with evidence of smoking inside.	
FUEL OPTIONS:	Pre pay: \$2.80 per litre	Hirer Refuel	FUEL. Vehicle must be returned full of fuel Mustangs must be filled with Premium Unleaded ONLY Prepay fuel : a full tank of 65 litres charged regardless of use	
250km per day included & \$0.38 per km after.				
VEHICLE DAMAGE LIABILITY: The Hirer has a Vehicle Damage Liability Fee of \$5000. \$1,000 BOND. The hirer is liable to pay for any damage to the vehicle during the hire period up to \$5000, subject to conditions overleaf. Insurance to cover this liability can be taken through private companies prior to delivery of the vehicle. Private insurance not associated with Cairns Luxury Car Hire.				Private Insurance Cover Yes / No
Area & Restrictions: Mustangs to be driven on sealed roads only. Most northerly point is Daintree Village, Westerly to Mount Surprise and South to Townsville Mustangs are a sports car. They are not suitable for infants and children as capsules and baby seats cannot be fitted. Drivers must be over the age of 28 years and hold a current, full drivers licence. Vehicle must be returned to Cairns Luxury Car Hire Depot at the designated date and time unless arrangement has been made for extension of hire, or pick and delivery service is offered.				
Wet interior will incur a minimum cleaning fee of \$1,100 Vehicles returned unacceptably dirty will require profession detailing and fees charged to hirer Punctures are the responsibility of the hirer and will be charged accordingly.				
Additional Clauses: Joint hirers and ALL drivers are jointly and severally responsible under this agreement. By entering into this agreement you authorise the Company to debit your credit card with the charges detailed overleaf under Financial Obligations				

SIGNED BY HIRER:

DATE

.....

Credit Card Security: CCV:

_____ / _____

This agreement is between the prospective hirer identified on Page 1 of the contract ("You") and Cairns Luxury Car Hire ("the Owner") to hire the vehicle specified on Page 1 of the contract, including any replacement vehicle ("the Vehicle").

1. VEHICLE CONDITION AND RETURN

A. Vehicle Condition

- You acknowledge receiving the Vehicle from the Company in a good and clean condition (except otherwise specified in the Vehicle Condition Report).
- You agree to maintain tyre pressure, fluid and fuel at the appropriate levels and to immediately report any defect tous.

B. Vehicle Return

You must return the Vehicle to Cairns Luxury Car Hire:

- In the same condition as it was at the commencement of the Hire Period.
- To the location and by the date and time specified on Page 1.
- Refunds are not given for early return unless Cairns Luxury Car Hire can re-hire the vehicle for the hire period.

2. EXTENSION

A. You shall notify Cairns Luxury Car Hire and obtain its authorization for extension of hiring period beyond the due in date and time specified in Page 1 of the contract. Such notification must be done PRIOR TO the due in date and time.

B. Should you fail to obtain authorization for extension prior to the due date and time, your hire becomes overdue and you will incur a charge of

100% per day on top of the daily hire rate for each day or part thereof.

3. UNAUTHORISED AND PROHIBITED USE

A. Persons strictly prohibited from driving the vehicle:

- Person other than those identified on Page 1 of the contract.
- Person who is not licenced for the class of the vehicle.
- Person whose blood alcohol exceeds the lawful limit.
- Person under the age of 28.

B. The vehicle must NOT be used:

- Outside the area on Page 1 of the contract, without written prior permission..
- Driving any type of vehicles including 4WD off a designated road, on beaches or through streams, dams, rivers, or flood waters is strictly prohibited;
- To carry paying passenger/s or to carry any inflammable, corrosive or explosive materials.
- To propel or tow any other vehicle, trailer, boat or any other object.
- To carry more people and/or greater loads of goods than permitted by law.
- To carry animals or pets.
- To carry any water skis, surfboards, bicycles, canoes or the like of inside or on the roof of the vehicle.
- For racing, reliability and/or speed trials, pace making, hill climbing.
- In a careless and/or reckless and/or dangerous manner.

4. FINANCIAL OBLIGATIONS

A. Joint hirers and ALL drivers are jointly and severally responsible under this agreement.

B. By entering into this agreement you authorise Cairns Luxury Car Hire to debit your credit card (and you shall pay on demand any balance owing) with the following charges:

- All hire charges as specified on Page 1 of the contract plus any subsequent hire extension/s and other charges incurred on your Hire Agreement.
- Vehicle Damage Liability Fee as specified on Page 1.
- All charges incurred due to parking, or any other infringements until the vehicle is returned to Cairns Luxury Car Hire.
- Minimum Cleaning Fee of \$550.00 if you smoke and/or let any other person smoke in the vehicle during your rental.
- if the vehicle is returned excessively dirty or wet interior. Charges apply
- All loss of or damage to the vehicle (including loss of use), third party damages, legal expenses, debt collection fees, assessment fees, towing and recovery, storage and company service charges where any condition of this agreement has been breached.

5. DAMAGE COVER

Cairns Luxury Car Hire will grant a damage cover for your benefit in respect of damages to the vehicle and an amount which you are legally held liable to pay as a result of your use of the Vehicle. The damage cover is set an amount of \$85,000.00 (including legal and other related costs incurred with the Company's consent). Being for the total loss of the vehicle. The hirer is responsible for damage to other vehicles, objects, human and animals. This damage cover is subject to conditions and exclusions below.

A. Conditions of Damage Cover:

This damage cover is subject to:

- Your payment of the Vehicle Damage Liability Fee (for each separate incident) regardless of cause/fault as specified on Page 1 of the contract.
- You have not acted or caused any other person to act in any manner, which constitutes a breach of this agreement.
- Your prompt report to Cairns Luxury Car Hire and to the police of any incident involving loss or damage to the Vehicle or any other property or injury to any person.
- You submitting any tests required by the police to determine the level of alcohol or drugs in your blood.
- You not leaving the scene of an accident without providing full particulars to all relevant parties and authorities.
- You provide such information and assistance as may be requested and, if necessary authorizing Cairns Luxury Car Hire and its authorized representative to bring, defend or settle legal proceedings where Cairns Luxury Car Hire shall have sole conduct of the proceedings.
- You not admitting liability or making any offer or promise of settlement without the Company's consent.

B. Exclusions to Damage Cover:

The following damages are not covered:

- Damage or Loss to the Vehicle and third party property caused by You driving the Vehicle, after the Vehicle has sustained radiator fluid loss, transmission or engine oil loss or loss of tyre pressure.
- Damage or Loss to the Vehicle caused by use of incorrect type of fuel.
- Damage or Loss where the Vehicle is totally or partially immersed in water regardless of causes.
- Damage or loss to the Vehicle and any third party property caused by you or any other driver driving the Vehicle in a careless or reckless or dangerous manner.
- Damage or loss to the Vehicle and third party property caused or contributed by you where you leave the incident scene prior to police attendance and/or failing to formally reporting the incident to the police.
- Damage to the Vehicle and third party property caused by you failing to properly secure any load or equipment to the Vehicle.
- Damage or loss to the Vehicle while being transported or towed without authority from Cairns Luxury Car Hire.
- The cost of towing or salvage of the Vehicle from areas specified on Page 1.
- Damage or loss to any property owned by you and any person known to you and/or any property in your physical legal control.
- Legal and any other related expenses on a full indemnity basis and interest as a result of you failing to deliver immediately every summons, complaint, demand or notice in relation to any loss or damage.

6. GENERAL PROVISIONS

A. The Company reserves the right to refuse a replacement vehicle and/or hire of another vehicle to you following any accident or incident.

B. You shall release and indemnify Cairns Luxury Car Hire and its agents and employees from all claims for loss or damage to your personal property or any other person's property left in the vehicle at any time before, during or after the rental period regardless of the cause.

C. Cairns Luxury Car Hire gives no express or implied warranty as to any matter whatsoever including but not limited to the condition of the vehicle and equipment, its merchantability or fitness for any particular purpose.

D. To the extent permitted by law Cairns luxury Car Hire limits its liability for breach of an implied condition or warranty to the replacement, repair or re-supply of the Vehicle or reimbursement of rental charges.

E. You shall release and indemnify Cairns Luxury Car Hire from all indirect, special, incidental or consequential damage suffered by any person including you due to any breach of this Rental Agreement by the Company and its agents and employees.

7. FUEL

A. You must use the correct type of fuel for the Vehicle at all times. **MUSTANGS ARE TO BE FILLED WITH PREMIUM UNLEADED ONLY**

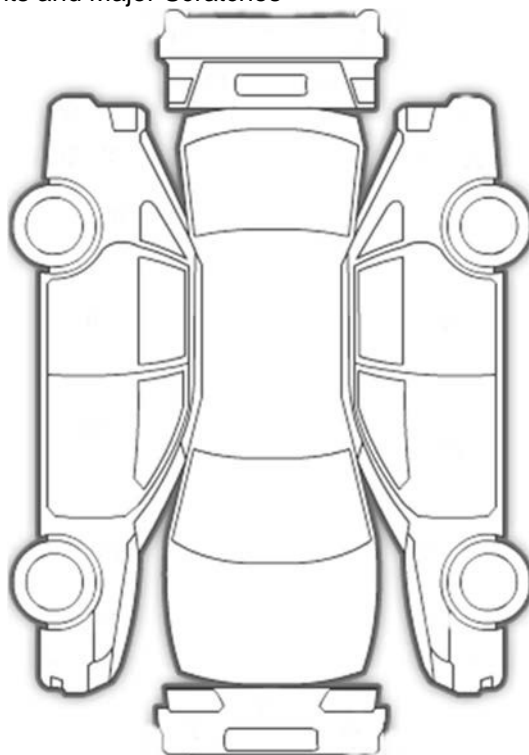
B. The Vehicle must be returned full of fuel, unless the Pre-Paid fuel option was selected.

C. If the Vehicle is returned with less fuel, the difference shall be charged at the current pump rate, plus a service charge of \$55.

8. IN THE EVENT OF AN ACCIDENT:

- You should not admit liability or make any offer or promise of settlement without the consent of Cairns Luxury Car Hire.
- Where there is damage to the Vehicle or a person injured, the police are to be informed immediately.
- Promptly report the accident and all details to the Company's office 0447 809 899.
- Complete the accident report form in the glovebox.

Car Condition Report Record Dents and Major Scratches



CONSUMER RIGHTS STATEMENT

All Your rights set out in this Rental Agreement are in addition to Your rights as a consumer ('Applicable Law') under applicable consumer protection legislation, including the Australian Consumer Law. Your Consumer Rights are not excluded, restricted or modified by this Rental Agreement. You can find out more about Your Consumer Rights from consumer organisations and bodies such as the Australian Competition and Consumer Commission and State/Territory fair trading authorities.

1 YOUR RENTAL CONTRACT

1.1 This Contract (Rental Contract) You have entered into with Cairns Luxury Car Hire (referred to CLCH) comprises the rental document for the hire of the Vehicle (Rental Agreement), vehicle condition report and these terms and conditions of rental (Terms and Conditions). When we refer to the Rental Contract we mean the Rental Agreement, vehicle condition report and the Terms and Conditions.

1.2 The date of the Rental Contract is the date that is shown in the Rental Agreement.

1.3 Please read the Rental Contract carefully. If there is anything that You do not understand please ask at the Rental Station before signing the Rental Contract, as Your signature is Your acknowledgement that You have read and understood the Rental Contract in its entirety and that You are bound by it; including receipt of any changes to the Terms and Conditions through the posting of notice of such changes on the Thrifty website: www.thrifty.com.au.

1.4 There are words and phrases used in the Rental Contract that have a particular meaning that You need to be familiar with.

Accident means an unintended and unforeseen collision between the Vehicle and any other object, including another vehicle, that results in Damage or Third Party Loss.

Administration Fee means the fee charged by Us for the administrative costs associated with Your rental.

Additional Driver means an additional driver approved and recorded by Us, either on the Rental Agreement or by prior written agreement.

Additional Driver Fee (ADF) means the fee charged for adding an Additional Driver to the Rental Agreement, as approved and recorded by Us.

Assessing Fee means the fee charged to recover costs involved in having any Vehicle assessed to determine repair cost by using an external third party.

Authorised Driver means any driver approved and recorded by Us, either on the Rental Agreement or by prior written agreement.

Charge Card means the credit card or debit card You nominated at the Start of Rental for the debiting of charges under the Rental Contract.

Claims Handling Fee means the fee charged for handling Your claim and for making arrangements for repairs, towing and other administrative tasks associated with Damage or Third Party Loss. The administration fee ranges from \$100 plus GST to \$1,000 plus GST depending on the value of each Claim.

Commercial Vehicle means a Vehicle that is a van, utility, truck or bus that is constructed and used for the carriage of goods or property or for the transport of 12 persons or more, including the driver.

Customer Own Insurance means that You have a Corporate Services Agreement with Us under which Your Rental Contract provides no cover for Damage or Third Party Loss arising from the use of the Vehicle, upon receipt of applicable Certificate of Currency. Collision Damage Waiver Protection (CDWP) means products You may purchase at the Start of Rental at extra cost to reduce Your DRF liability.

Credit Card Fee (CC Fee) means the fee payable when paying by credit card or debit card.

Debit Card means a Debit MasterCard or Visa Debit Card which shows Your name printed on the card only. Cards without Your name are not accepted as Debit Cards.

Damage means:

(a) any loss or damage to the Vehicle, however caused, that requires repair or replacement, subject to reasonable wear and tear;(b) towing and salvage fees;

(b) towing and salvage fees; and

(c) assessing fees; and

(d) Loss of Use.

Damage Recovery Fee (DRF) means the amount shown in the Rental Agreement You must pay Us in the event of Damage, theft of the Vehicle or Third Party Loss, subject to these Terms and Conditions. The Damage Recovery Fee varies depending on any Collision Damage Waiver Protections products You have purchased, the type of Vehicle you hire and the Rental Station You hired the Vehicle from. The amount payable is subject to GST.

DPF Burn means the action required by You when operating a diesel fuelled Vehicle You have rented from Thrifty to maintain the Vehicle's diesel fuel system to prevent Vehicle Damage, when prompted by the Vehicle's warning indicators.

Estimated Rental Charges mean the charges we know about at the start of your Rental Agreement, based on Rental Period, the payment type You provide for your rental, Rental Stations and additional products purchased, outlined on the Rental Agreement, which may include, but are not limited to the rental rate we charge for hiring the vehicle, the cost of hiring additional equipment, fees associated with Additional Drivers, Premium Location Surcharges, the cost of purchasing Collision Damage Waiver Protection Products, any Loss of Use fees, and any additional fee which we apply from time to time.

Final Inspection means the inspection carried out after We have taken possession of and fully examined and cleaned the Vehicle at the end of the Rental Period.

Loss of Use means the fee calculated at the daily rate shown in the Rental Agreement being Our loss because the Vehicle needs repair and We are waiting for the repairs to be completed or it is a write-off or has been stolen and We are waiting for it to be replaced.

Off Road means any area that is not a gazetted road nor a sealed road nor 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 or any other body of water, sand, deserts, rocks, fields, paddocks or grassed areas.

Overhead Damage means:

- (a) Damage at or above the level of the top of the front windscreen of the vehicle;
- (b) Damage to any part of the roof or section of a vehicle; or
- (c) 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
 - (ii) use of a any vehicle so that its height exceeds that permitted by law, by-law, regulation or advisory sign in the area of use;
 - (iii) objects being placed on the roof of the vehicle;
 - (iv) you or any person standing or sitting on the roof of the vehicle;

Prepaid Fuel Option means the option we may provide you at the start of rental to pay for fuel usage in advance, The hirer is charged for a full tank of fuel regardless of usage.

Rental Charges means all rental and associated charges plus GST or other taxes and levies required by law as shown in the Rental Agreement. Rental Charges may be different from the Estimated Rental Charges, if, for example, circumstances change, or if you need to pay for any damage to the vehicle or any property. Once all charges are known, the Estimated Rental Charges become the Rental Charges.

Rental Location means the branch or rental location from which you hired the vehicle.

Rental Period means the period shown in the Rental Agreement or as extended by us.

Serious Breach means a breach of any of clauses 5.3, 7.2, 7.3, 7.5, 7.7, 7.10 or 7.11 that causes damage, theft of the vehicle or third party loss.

Single Vehicle Accident Fee (SVA) means the charge that may apply when you are involved in an accident that does not involve another vehicle, other than a parked vehicle; or if involved with another vehicle, the other vehicle or it's driver has not been identified to Cairns Luxury Car Hire, or at the time of incident the Cairns Luxury Car Hire vehicle was driving in reverse and other motor vehicle was stationary.

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

Third Party Loss means any loss or damage to third party property, including other motor vehicles, and any third party claim for loss of income or consequential loss. CLCH means MW Making It Work Pty Ltd ABN 33163517486 trading as Cairns Luxury Car Hire.

Underbody Damage means any damage to the vehicle including the drive train, chassis, steering, suspension, brakes, exhaust, floor pan and fuel systems that is caused by or directly results from contact between the underside of the vehicle and any part of the road way or any object or obstruction including, but not limited to kerbs, gutters, speed or road humps, barriers or wheel stops; and includes the area from the door seal, top of the front and rear bumper and below, whether or not any other parts of the vehicle are damaged at the same time.

Unsealed Road means a road 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, accessories, keys, keyless start or remote control device, audio equipment and tools or any vehicle substituted by us pursuant to the Rental Contract.

We, Us, Our means Cairns Luxury Car Hire (CLCH), MW Making it Work Pty Ltd, or any of its associated entities

You, Your means the person, firm, company or organisation renting the vehicle or any authorised driver shown in the Rental Agreement, and anyone who provides us with a cash payment of a charge card authority in relation to a rental.

2 YOUR RENTAL PERIOD

2.1 Your rental of the vehicle from us is for the rental period and at the rate shown in the rental agreement.

2.2 The vehicle must be returned to the rental location specified in the rental agreement on the date and by the time shown in the rental agreement. If you terminate your rental and return the vehicle earlier than the date shown in the rental agreement, Cairns Luxury Car Hire is NOT obliged to refund the unused portion.

2.3 We understand that circumstances change and that you may require the vehicle for longer than the rental period. If so, you must contact us prior to the expiration of the rental period where we may agree or disagree to your request.

2.4 If we are unable to agree to your request you must return the vehicle by the date and time specified in your rental agreement. If you do not do so, you will be required to pay additional rental charges at the time of request.

2.5 If we are able to agree to your request we will take payment at that time for additional charges resulting from the extension of your rental.

2.6 If you fail to contact us before the expiration of the rental period that you require an extension, We may:

- (a) terminate the Rental Contract;
- (b) recover the vehicle by lawful means; and
- (c) report the vehicle as stolen.

2.7 A 'No Show' or 'Cancellation' fee may apply if you fail to notify us of your intended cancellation prior to the date and time of the commencement of your reservation. Cancellation within 28 days refund less administration fee of \$33. Within 7 days 50% refund. Within 7 days Nil refund.

3 COSTS, CHARGES AND PAYMENTS

3.1 At the start of rental you must provide your credit card which we will charge to pay your total estimated rental charges as shown on the front page of the rental agreement, except to the extent where you have opted to pay via a pre-pay voucher.

3.2 In addition to 3.1, we may charge for a deposit, as security, against your credit card, or take a cash deposit from you (where a cash option is available), which we will apply against any additional charges to which you are responsible at the end of your rental period. This amount may vary depending on the type of vehicle you hire.

3.3 When collecting the vehicle the primary cardholder must be present, unless prior approval has been obtained and approved by CHCL. Approval for credit card authorisation requires the cardholder be present when requesting approval.

3.4 At the end of the rental period you must pay us:

(a) All rental charges payable;

(b) an excess kilometre charge if you exceed the free kilometres allowance as specified on the front page of your rental agreement. We will use the vehicle's odometer to calculate the number of excess kilometres applicable; subject to any other applicable charges;

(c) all reasonable costs to return the vehicle and additional equipment supplied to the vehicle to the same condition it was in at the start of rental, including but not limited to extra cleaning (e.g. as a result of food, drink and other stains and marks, animal fur, mud, dirt, sand and smoke damage (including damage caused by tobacco products)) and subject to reasonable wear and tear; and

(d) any amounts payable under clauses:

(i) 3.8 (fines, infringements, penalties and court fees);

(ii) 4.1 (Damage Liability Fee);

(iii) 4.3 (Single Vehicle Accident Fee); and

(iv) 5.1 to 5.4 (inclusive) (Exclusions to Damage Cover).

3.5 If you extend the rental period from that shown in the rental agreement your entitlement to free rental kilometres may change and you will be charged for extra kilometres if you exceed the free kilometres applicable to your rental period. We will use the vehicle's odometer to calculate the number of excess kilometres. Any excess kilometre charge is also subject to any other applicable charges.

3.6 The vehicle is supplied with a full tank of fuel. If you do not take the "prepaid fuel" option and return the vehicle without a full tank of fuel, a refuelling charge will apply which will include labour and time cost to refuel the vehicle. You must also pay for any fuel used for any delivery and collection service requested and provided by the rental location.

3.7 You are liable for and must pay:

(a) speeding and traffic fines, infringements and penalties arising from the use of the vehicle during your rental period

(b) fines, infringements and penalties arising from parking, clamping, towing, or release of the vehicle from compounds; and

(c) legal and court fees and other costs which we incur in recovering any rental charges and other costs you do not pay when we require you to do so including any fees or charges imposed by a third party on us or from a debt recovery agency and any other costs reasonably incurred by us in enforcing our rights under these terms and conditions, arising from sub-clauses (a) or (b).

3.8 We may supply your details to any regulatory authority upon its request and an administrative fee may apply if we do.

3.9 If we have paid any amount for which you are liable pursuant to clauses 3.6 or 3.7 you will also be charged that amount together with an administrative fee.

3.10 All amounts payable under the rental contract are subject to subsequent verification and adjustment and details of any adjustments will be provided to you as soon as practicable.

3.11 If currency conversion is required for payment of amounts due to us under the rental contract, We will apply the commercial exchange rate valid at the time.

3.12 If you fail to pay us any amount due under the rental contract you must also:

(a) pay us interest on that overdue amount calculated at the rate If payment is not made on time, the customer shall pay interest to MW

Making It Work Pty Ltd on any amount owing at the rate of 5% per month

(b) pay the reasonable costs and charges we incur in recovering or attempting to recover that overdue amount, including mercantile or debt collection fees, commission and any legal costs.

4 DAMAGE COVER AND PAYMENT FOR DAMAGE

4.1 If there is damage, theft of the vehicle or third party loss for each separate accident or theft you must pay up to the DRF shown in the rental agreement unless your rental contract is for Customer Own Insurance.

4.2 Subject to clause 5, you may purchase an additional insurance policy which may reimburse your excess upto a nominated amount

4.3 Subject to clause 5, If you are involved in what we call a Single Vehicle Accident (SVA), a Single Vehicle Accident Fee may apply in addition to any Damage Recovery Fee, for each separate incident. A Single Vehicle Accident is an accident that does not involve another vehicle other than a parked vehicle, or if involved with another vehicle, the other vehicle or it's driver has not been identified to CLCH, or at the time of incident the CLCH vehicle was driving in reverse and other motor vehicle was stationary.

4.4 You will not be liable for the DRF shown in the Rental Agreement for a claim if acting reasonably, we agree that you were not at fault and:

(a) You are ordinarily an Australian resident;

(b) You hold an Australian drivers licence;

(c) You have fully completed Our Incident Report Form with:

(i) the name, residential address, contact phone and licence number of any person involved (Third Party);

(ii) the registration numbers of all vehicles involved;

(iii) an accurate written and diagrammatic description of the accident and location;

(iv) the names of attending police officers and the stations at which they are based; and

d) You have supplied or we have established the name of the insurer of any Third Party You believe was at fault and we reasonably believe that the insurer will agree to pay us for the damage.

e) we have been reimbursed all costs by the other party

4.5 If the DRF and SVA (where applicable) is payable under clauses 4.1, 4.2 and 4.3:

- (a) upon inspection of the vehicle we may make a reasonable estimate of damage and debit your credit card that estimated amount up to but not exceeding the DRF and SVA shown in your rental agreement; and
- (b) once damage has been assessed we will:
 - (i) debit your credit card with the difference up to a total amount not exceeding the DRF and SVA shown in your rental Agreement if the assessed amount is greater than the estimate; or
 - (ii) credit your credit card with the difference if the assessed amount is less than the estimate, and forward to You a tax invoice for the assessed amount;
- (c) if we receive notification of third party loss we will make a reasonable estimate of your liability for that loss and:
 - (i) debit your credit card for the amount of that estimate; or
 - (ii) if an amount has already been debited under subclauses (a) or (b), debit your credit card for the additional amount of that estimate, up to but not exceeding the DRF and SVA shown in the rental agreement.

4.6 We will refund:

- (a) the DRF paid pursuant to clause 4.4:
 - (i) in full if we recover the damage from a responsible third party or their insurer or successfully reject or defend a claim for third party loss; or
 - (ii) on a pro rata basis if we recover only a proportion of any amount claimed for damage;
- (b) any surplus amount if a claim for Third Party Loss is rejected or defended for an amount less than the DRF paid pursuant to clause 4.5.

4.7 In making a refund we may take into account all reasonable administrative, collection agency and legal costs incurred in connection with the recovery of the damage cost or rejection or defence of a claim for Third Party Loss, which may include, but is not limited to our claims handling fee.

5 EXCLUSIONS TO DAMAGE COVER

5.1 You have no cover if there is a Serious Breach of the Rental Contract even if Damage Cover Products have been purchased and the DRF and SVA has been paid.

5.2 You have no cover for Damage to the Vehicle's windscreen, wheels or tyres.

5.3 You pay the DRF You have no cover, for:

- (a) Damage or Third Party Loss caused by the use of the vehicle in any area prohibited by the rental contract;
- (b) Overhead Damage;
- (c) Damage, Underbody Damage or Third Party Loss caused deliberately or recklessly by you, any unauthorised driver, or any passenger of the vehicle;
- (d) Damage caused by total or partial inundation, intrusion or immersion of the vehicle in water or exposure of the vehicle to any water, including that which occurs whilst the vehicle is being transported;
- (e) Damage caused by use of the incorrect fuel type;
- (f) Damage that is caused to a vehicle with a convertible roof by overfilling the luggage compartment above the recommended level, and then activating the convertible roof mechanism;
- (g) Damage or Third Party Loss caused or contributed to by you where you leave the scene of the accident prior to the attendance of the police or reporting the accident to the police;
- (h) Damage caused by your failure to observe any warning indicators that may appear in the vehicle. If you are unsure as to what a warning indicator is telling you to do, you must contact the rental branch as soon as possible for advice on further action;
- (i) Damage caused as a result of you attaching any equipment to the vehicle, or using that equipment, including, but not limited to roof racks, bike racks, snow chains, trailers, tailgate lifters, ramps and any associated equipment;
- (j) Damage or loss caused as a result of unauthorised towing, vehicle repairs or modifications, carried out without prior approval and consent of CLCH; or
- (k) Damage caused by incorrect fuel

5.4 There is also no cover for:

- (a) the full cost of replacing or repairing any accessories, equipment or specialised equipment supplied by us including, but not limited to GPS units, lost keys, keyless start and remote control devices, and any associated equipment;
- (b) property owned by you or any passenger that is stolen from the vehicle, lost or damaged during the rental period or left in the vehicle after the Vehicle is returned to the rental location;
- (c) loss or damage to your property, the property of a member of your immediate family or of an entity related to you, that arises from the use of the vehicle;
- (d) Damage, theft of the vehicle or third party loss if your rental contract is for Customer Own Insurance;
- (e) towing costs if the vehicle needs to be towed:
- (i) because of something that you or an authorised additional driver have done or caused to be done to the vehicle that requires the vehicle to be towed;
- (f) damage caused as a result of your failure to promptly clean any component of the vehicle of mud, dirt and dust, when using the vehicle

in environments such as road works, dusty or remote areas; or

(g) damage or loss caused to the vehicle due to hail.

6 CUSTOMER OWN INSURANCE

6.1 If You have an agreement with us that provides for Customer Own Insurance and if your rental agreement records that your rental contract is for Customer Own Insurance:

(a) Damage and Third Party Loss arising from the use of the vehicle or theft of the vehicle are Your responsibility and must be paid in full by you; and

(b) You fully indemnify us for:

(i) Damage and Third Party Loss arising from the use of the vehicle and any loss We may have arising from the theft of the vehicle; and

(ii) any demand, claim, including a claim for legal costs, action or proceeding made, commenced or issued by or against you arising there from.

(c) A copy of your Certificate of Currency must be provided to CLCH to ensure you are appropriately covered, upon commencement of the Corporate Services Agreement, or the date when your Corporate Services Agreement reflects the change to provide Customer Own Insurance; and

(d) A copy of the Certificate of Currency must be provided to CLCH upon request.

7 YOUR RESPONSIBILITIES

7.1 In this section, we set out the responsibilities you have to us when you hire one of our vehicles.

7.2 The vehicle must only be driven by you. We may also approve additional drivers as specified on the rental agreement and the additional driver fee will apply for each additional driver approved.

7.3 You must:

(a) be no less than 28 years of age (unless otherwise specified by us); and

(b) hold a full, current, unrestricted driving license for the rental period valid and appropriate for the class of vehicle, that shows your current residential address and which is written in English, an international licence translated into English, or an international drivers permit;

7.4 You must also:

(a) allow us to inspect your licence at any time during the rental period; and

(b) fully inspect the vehicle at the start of rental to ensure that the condition of the vehicle and any pre-existing damage is accurately noted and shown in the rental agreement and vehicle details and condition report, and all equipment hired is present. If there is any discrepancy you must notify us prior to leaving the Rental Location;

7.5 During the Rental Period You must:

(a) Take all reasonable care of the vehicle:

(i) to prevent damage, theft of the vehicle and Third Party Loss;

(ii) to ensure that the vehicle is not overloaded by the number of persons or by the weight of goods carried;

(iii) by using any security device fitted to or supplied with the vehicle; and

(iv) by taking steps to protect the vehicle against inclement weather such as closing the sunroof or convertible roof to prevent the entry of rain or where practicable, by garaging the vehicle to prevent damage caused by hail; A fee of \$1,000 will apply to water damage to the interior due to rain.

(v) by taking steps to prevent damage as a result of loading or unload the vehicle, ensuring any load is secured, and all applicable legislation for vehicle loading and transportation of goods is followed

(b) keep the vehicle locked and secure and the keys and any keyless start or remote control device under your personal control at all times and you must be able to produce those keys and device in the event of a theft of the vehicle;

(c) maintain the vehicle's engine and brake oils, engine coolant levels and tyre pressures;

(d) ensure you use the correct fuel type; and

(e) operate the vehicle, and any additional equipment in line with the operating manual ; and any application specific instructions, including, but not limited to the use of the convertible roof.

7.6 During the Rental Period You must also:

(a) 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;

(b) Mustangs are a Sports Car. Children requiring capsules and baby seats are not permitted as the vehicles do not have appropriate anchor points.

(c) return the vehicle and any accessories, equipment or specialised equipment supplied by us including, but not limited to, GPS units, in the same condition as at the start of rental, subject to reasonable wear and tear;

(d) adhere to any mileage instructions displayed in the vehicle or set by the rental location;

(e) observe any warning indicators that may appear in the vehicle. If you are not sure what an indicator is telling you to do, you must contact the rental branch as soon as possible for advice;

(f) notify CLCH immediately if the vehicle has reached the mileage when the next service is due, as indicated on the service sticker affixed

to the windscreen;

(g) immediately upon request provide us and any regulatory authority your full, accurate and up-to-date information relating to the use of the vehicle during the rental period;

(h) You must notify us as soon as possible, and no later than 24 hours after an accident or incident (unless there are circumstances under which it is impractical or impossible for you to advise us within 24 hours, and you can produce documented evidence of those circumstances on our request), of any damage or loss that has occurred by contacting us and providing full details to us by completing an incident report form, which we will supply to you;

(i) in the event of any incident or accident, notify the police if required under relevant legislation; and

(j) remain in contact with us for the purpose of providing assistance with the investigation of any incidents or accidents, including attendance of any court proceedings related to your rental agreement as reasonably requested by us, until we notify you that your assistance is no longer required.

7.7 You must never:

(a) use the vehicle when it is unsafe;

(b) drive the vehicle whilst under the influence of alcohol or drugs or have a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit in the state or territory where the vehicle is driven;

(c) fail or refuse to undergo any breath, blood, oral fluid or urine test or drug impairment assessment in the state or territory in which the vehicle is driven;

(d) drive the vehicle whilst your driving licence is subject to any restriction or condition;

(e) commit:

(i) any wilful, deliberate or criminal act, including an act of driver abuse; or

(ii) an act of connivance with any person acting for you or on your behalf, that causes damage or Third Party Loss;

(f)) drive the vehicle dangerously or recklessly;

(g) use the vehicle for off-roading, reliability trials, a race, rally or contest, speed testing, driving instruction, to propel or tow another vehicle, or in violation of any legislation, order or regulation affecting the use, loading or condition of the vehicle;

(h) use the vehicle for any illegal purpose or in a manner which would result in a criminal offence;

(i) sell, rent or dispose of the vehicle;

(j) register or claim to be entitled to register any interest in the vehicle under the Personal Property Securities Act 2009;

(k) provide us with information you know to be false or misleading, or knowingly fail to give us all the relevant information you have when assisting us with investigations pertaining to any incident or accident, or any court proceedings related to your rental agreement; or

(l) use the vehicle for carrying any dangerous goods or substances, any flammable items or toxic substances.

7.8 You must not:

(a) use a mobile phone, GPS unit or other handheld device 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, as required by law;

(b) leave the keys to the vehicle, any keyless start or remote door control device in it or with it whilst it is unattended or unoccupied by you or any passenger;

(c) leave the vehicle unattended following an accident and before the arrival of a tow or salvage operator, except if your health or safety would otherwise be endangered;

(d) modify, tamper with, or repair the vehicle in any way, including, but not limited to, the installation of roof racks and towbars;

(e) use the vehicle for the transport of passengers or property for hire, fare or reward;

(f)) use the vehicle for transporting any animals.. Approval can be sought to transport Guide Dogs and Companion Animals. Additional cleaning charges may apply when transporting animals specifically approved by us;

(g) transport the vehicle on a ferry or ship or other watercraft without our permission. Even if we grant You permission however, you have no cover for costs incurred for damage or loss of the vehicle or any equipment, together with the cost of any damage you cause to other property whilst the vehicle is being transported, even if the maximum DRF has been paid, or

(h) allow the vehicle to be towed without our permission.

7.9 You and any passengers must not smoke in the vehicle. It is an offence in some Australian states to smoke in a vehicle where there are passengers of less than 18 years of age. Additional cleaning charges will apply if there is a breach of this condition.

7.10 Parts of Australia are not suitable for access by rental vehicles. To prevent damage to the vehicle and for your own personal safety we strictly enforce conditions that restrict your use of the vehicle and unless we have given our prior written consent, You must never take the vehicle:

(a) on any unsealed road unless it is a four wheel drive (4WD) vehicle which has a transfer case with an independent Low range and Hi range gearing capability;

(b) in any area above the snow line,

(c) Off Road;

(d) between mainland Australia and Tasmania in either direction, unless given written prior approval as authorised by us;

(e) onto any island

(f)) through any river, stream, creek or tidal crossing;

(g) through flood waters or on flood prone roads or on any road where the state or condition of the road make the use of the vehicle unsafe;

(h) on any road where the police or any government or statutory authority has issued a warning, caution or which has been closed;

- (i) onto any road or region where We have notified you that the use of the vehicle is prohibited;
- (j) North of Daintree Village, Queensland
- (k) and Southern most region is Townsville
- (l) Western most boundary is Mount Surprise

8 OUR RESPONSIBILITIES

8.1 When You make a reservation with Us We will provide a Vehicle and any additional equipment requested (subject to availability), that is of acceptable quality and in good working order for the Rental Period.

8.2 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 of an equivalent size and standard to the previous Vehicle for the remainder of the Rental Period. CLCH can terminate agreement if replacement vehicle is not available.

8.3 If you return the vehicle to (i) a Location (without our consent) or (ii) outside of CLCH operating hours, you are responsible for damage to the vehicle that may occur, for any reason, until the next business day when we have had an opportunity to inspect the vehicle.

8.4 If it is not possible to conduct an inspection of the vehicle with you at the end of the rental period we will use our best endeavours to confirm the condition of the vehicle with you within 4 working hours of the Final Inspection.

8.5 Unless we are negligent or as required by law, we will not be responsible for any loss (including loss of profits), damage, costs or expenses which you incur, or death or personal injury to you or any other person, as a result of your rental.

8.6 We are only responsible for any direct loss that you suffer as a result of our breach of the rental contract. We are not responsible for missed flights, disrupted travel or holiday plans, loss of enjoyment or opportunity, indirect or consequential loss.

9 ROADSIDE ASSISTANCE, BREAKDOWN, ACCIDENT AND REPAIR

9.1 Free roadside assistance is provided for inherent mechanical faults in the vehicle but fees and charges apply for all other faults or driver induced errors. Generally, these fees and charges apply to faults and driver induced errors such as:

- (a) a flat battery (and not due to mechanical fault);
- (b) lost keys, keyless start or remote control device;
- (c) the key, keyless start or remote control device has been locked in the vehicle;
- (d) changing a wheel as the result of a flat tyre; or
- (e) running out of fuel;

9.2 We reserve the right not to replace the vehicle if it is involved in an accident or there has been major damage or you have committed a Breach of the Rental Contract.

9.3 If:

- (a) a warning light or fault message appears in the vehicle;
- (b) You see or become aware of low engine or brake oils, engine coolant levels or tyre pressures; or
- (c) the Vehicle develops any fault during the rental period,

You must inform us immediately via the contact details in the vehicle and in the rental agreement and not use the vehicle unless we have authorised you to do so. If you fail to notify us and continue to use the vehicle You will be responsible for any damage or Third Party Loss.

9.4 You must not let anyone work on the vehicle or arrange or undertake any repairs to the vehicle or towing or salvage of it unless we have given you our prior authority. 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 Breach of the Rental Contract. There is no cover for any damage or loss caused to the vehicle as a result of unauthorised towing, salvage, or repair to the vehicle.

9.5 You must immediately report any accident or theft of the vehicle to us and complete all other documentation that we require. You must forward any third party correspondence or court documents to us within 7 days of receipt.

9.6 If You have an accident in which:

- (a) a person is injured;
- (b) the other party failed to stop or exchange details;
- (c) the vehicle or any other vehicle is towed; or
- (d) a driver appears to be under the influence of intoxicating liquor or drugs, a report must also be made to the police immediately.

9.7 If the vehicle is stolen a report must be made to the police immediately once the theft is discovered.

9.8 If you have an accident you must also:

- (a) make the vehicle secure;
- (b) get the names and addresses of all persons involved, including witnesses;
- (c) supply us with any information concerning the driver of the vehicle and you must allow us direct access to the driver of the vehicle and you must fully co-operate in allowing us to gain such access;

(d) not make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability; unless we have given you written consent;

(e) permit and assist us to bring, defend, enforce or settle any legal proceedings against a third party, including attending at a lawyer's office and/or court; and

(f)) allow us to claim in your name under any applicable substitute vehicle insurance, and do everything that may be required to assist us in making such a claim.

10 END OF THE RENTAL CONTRACT

10.1 At the end of the Rental Period, in addition to Your obligations under clause 3.4, You must return the vehicle to us:

- (a) to the Rental Location specified in the Rental Agreement;
- (b) in the same condition it was in at the start of rental, subject to reasonable wear and tear; and
- (c) at the date and time set in the rental agreement.

10.2 We allow you a grace period of 59 minutes for the return of the vehicle but if it is returned to Us more than 59 minutes after the time set for it's return in the rental agreement we will charge you as follows:

- (a) If You are one hour or more late, but less than two hours late, We will charge you for one third of the applicable rental rate specified in your rental agreement.
- (b) If You are two hours or more late, but less than three hours late, we will charge you for two thirds of the applicable rental rate specified in your rental Agreement
- (c) If you are three hours or more late, We will charge you for an additional day (or days if relevant) at the rental rate specified in your rental agreement.
- (d) In addition to 10.2 (a) – (c) inclusive, If you are one hour or more late, we will charge you for an additional day (or days if relevant) at the rate specified in your rental agreement, additional equipment ou have hired, and any other daily surcharges for each additional day (or days if relevant) by which you are late;

10.3 If the rental contract has not been extended by us and the vehicle is returned to us more than 24 hours after the time set for its return in the rental agreement there is no Damage Cover so that you are liable for aamage and Third Party Loss and any repossession charges or costs we incur in this default period.

10.4 If you return the vehicle to a rental location other than that shown in the rental agreement, or when the rental branch is closed, or any place other than a CLCH Branch:

- (a) You are liable for and must pay:
 - (i) for Damage and Third party Loss; and
 - (ii) the Rental Charges, until the Final Inspection has been conducted in accordance with clause 8.3.

10.5 If a deposit has been prepaid to us it is fully refundable to you provided that at the end of the rental period:

- (a) all amounts due to us under the rental contract have been paid;
- (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 interior and exterior are clean;
- (e) the vehicle has been refuelled to the level specified in the rental agreement, unless you have purchased our Prepaid Fuel option; or
- (f)) there has not been a Breach of the Rental Contract.

We reserve the right to retain all or part of a deposit if there is a breach of any of these conditions.

11 TERMINATION OF THE RENTAL CONTRACT

11.1 We may terminate the Rental Contract and take immediate possession of the vehicle if you commit:

- (a) a Breach of the Rental Contract; or
- (b) a reckless breach of road or traffic legislation.

11.2 If the Rental Contract is terminated by us pursuant to clause 11.1:

- (a) You must pay for:
 - (i) Damage to vehicle or any equipment supplied with the vehicle;
 - (ii) loss of the vehicle or equipment as a result of theft;
 - (iii) Third Party Loss;
 - (iv) storage, repossession and recovery fees;
 - (v) fees for the release of the vehicle from compounds;
 - (vi) roadside assistance;
 - (vii) administrative and legal costs of recovery;
 - (viii) the Rental Charges; and
 - (ix) compensation for loss of use as a result of vehicle recovery and/or damage;

(b) it will not affect our right to receive any money we are owed under the rental contract; and

(c) You give us permission to access and enter your premises to repossess the vehicle without using unreasonable force or causing damage.

12 APPLICABLE LAW

12.1 You have consumer rights conferred by the Australian Consumer Law and neither this clause nor any other provision of the Rental Contract excludes, restricts or modifies any implied terms, guarantees or rights you may have under that law or any other Federal, State or Territory legislation.

12.2 The laws of the State in which the Rental Location is situated and of the Commonwealth of Australia govern the Rental Contract.

12.3 To the extent permitted by law, our liability pursuant to any relevant Australian law is limited at our option to the replacement, repair, or re-supply of the vehicle for the remaining term of your rental or reimbursement of your Rental Charges.

13 DISPUTE RESOLUTION

13.1 If You believe there has been an error in your account or if you have any complaint, Our staff at the rental branch will help you to rectify the error or resolve the complaint. If they are unable to assist you or if your concerns are not resolved to your satisfaction you may refer the matter to our customer relations team to investigate and address your concerns within 5 business days of receipt.

13.2 Referrals to Our Customer Relations Team can be made via email drive@cairnluxurycarhire.com.au

14 PRIVACY POLICY

14.1 The terms of Our Privacy Policy (available at www.cairnluxurycarhire.com.au) form part of these terms and conditions. Our Privacy Policy sets out how we collect, use, store and disclose your personal information.

14.2 If we do not collect personal information from you, we will not be able to rent you a vehicle and if any of the personal information you provide is incomplete or inaccurate, the quality of our services may be compromised.

14.3 By entering into the rental contract with us and by providing us with personal information, You represent to us and we proceed on the basis that you have read and agree to the terms of our Privacy Policy.

14.4 If your vehicle incurs infringements during your Rental Period, then we will also pass your personal information to the appropriate provider specified on the front page of your Rental Agreement, this personal information will contain payment information such credit card or debit card details.

14.5 We may use GPS tracking or other electronic tools (GPS Device) to enable the geographical location of the vehicle to be tracked or located. By hiring a CLCH vehicle you expressly consent to us using a GPS Device on the vehicle during the rental period and collecting, using and retaining information from the GPS Device. Further information is available in Our Privacy Policy.

14.6 If you default in the payment of any moneys owed to us under clause 3.4, 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.

14.7 You can contact us at drive@cairnluxurycarhire.com.au if you do not want to receive marketing communications from us.

15 GENERAL

15.1 If Your Agreement with us provides for Customer Own Insurance these Terms and Conditions must be read in conjunction with your signed agreement.

15.2 We may register our interest under this Rental Agreement on the Personal Properties Securities Register. You agree, to the extent permitted by law, we do not need to notify you if we make, or change, such a registration.

15.3 Each time You rent a vehicle from CLCH, you agree that even if you do not sign anything, you are bound by the Rental Agreement which incorporates the following:

- (a) the front page of Your Rental Agreement, pre-populated with your billing preferences and other rental options. .