

## IMPORTANT TERMS AND CONDITIONS THAT MAY AFFECT YOUR LIABILITY

This is a summary of some, but not all, of the Terms and Conditions that may affect Your liability. You **must** read the Terms and Conditions in full so that You understand Your obligations when renting the Vehicle.

CLAUSE	SUBJECT	SUMMARY
2.1.	<i>Authorised Drivers</i>	Only drivers authorised by Us before the Start of the Rental are permitted to drive the Vehicle. Allowing an unauthorised driver to drive the Vehicle is a Major Breach of the Rental Contract which excludes You, an Authorised Driver and the unauthorised driver from the benefit of Damage Cover for Accidents and theft of the Vehicle.
2.2.	<i>Age limits</i>	The minimum permitted age is 21.
2.3, 2.4.	<i>Licence requirements</i>	A valid licence that is not subject to any restrictions, cancellation or suspension is required and must be produced at the Start of the Rental.
3.1.	<i>Prohibited driving</i>	The Vehicle must never be driven under the influence of drugs or alcohol or in excess of alcohol/drug limits set by law.
3.2.	<i>Prohibited use</i>	Failing to undergo a preliminary breath test, illegal use, using the Vehicle to move dangerous or hazardous goods and use of a mobile phone whilst driving are all prohibited.
3.3.	<i>Prohibited actions</i>	Deliberately damaging or modifying the Vehicle is prohibited, and carrying passengers for hire fare or reward is not permitted without our prior approval.
4.1, 4.2, 4.3.	<i>Prohibited areas</i>	Use of the Vehicle on Unsealed Roads and Off Road is prohibited at all times, as is use of the Vehicle in a prohibited area, including flooded roads, beaches, driving through rivers or streams and any areas prohibited by the police. The Vehicle must only be driven within the permitted area of use, being north to Cooktown, west to Chillagoe and south to Airlie Beach.
5.2(a).	<i>Start of the Rental</i>	You must inspect the Vehicle at the Start of the Rental for pre-existing damage and sign a Handover Inspection Report showing any pre-existing Damage as Damage not shown is deemed to have been caused during the Rental Period. You must also pay the Rental Charges and the Security Deposit.
5.4.	<i>Prompt payment of Hire Charges</i>	All Hire Charges must be paid when due and any payment overdue by 14 or more days is a Major Breach allowing Us to terminate the Rental Contract and repossess the Vehicle.
5.5(b)(ii).	<i>Smoking</i>	You and any passengers must not smoke in the Vehicle and extra cleaning fees apply.
5.7.	<i>Locking the Vehicle</i>	The Vehicle must be locked when not in use or unattended and the keys are to be kept in Your possession at all times
5.8.	<i>Reasonable care</i>	During Your rental You must take reasonable care of the Vehicle.
5.9.	<i>Maintenance for long term rentals</i>	Although We will pay for maintenance of vehicles on longer term rentals You must return the Vehicle for scheduled servicing at the intervals set out in the Terms and Conditions.
5.10.	<i>Vehicle fault</i>	You must notify Us of any Vehicle fault, warning light or fault message or low fluid levels.
6.2.	<i>Rental extensions</i>	Extensions of the Rental Period must be notified no less than 24 hours prior to the End of the Rental.
6.4, 6.5.	<i>Tolls, fines and infringements</i>	You must pay for all tolls, parking fines and infringements and fines for speeding and other driving offences.
6.6.	<i>Daily km limit</i>	Daily use is restricted to 50 kilometres. Any use over and above that limit will be charged at the rate of 50 cents per excess kilometre
7.1, 7.2.	<i>Damage Cover, Damage Excess</i>	If there is Damage to the Vehicle, it is stolen or there is any Third Party Loss, You must pay the Damage Excess shown on the Rental Agreement. Any Loss of Use liability is additional to Your Damage Excess liability.
8.1.	<i>Damage Cover Exclusions</i>	Damage Cover is excluded if there is a Major Breach of the Rental Contract. There are also exclusions for Overhead Damage, Underbody Damage, Damage caused by immersion of the Vehicle in water and use of the wrong fuel type.
8.3.	<i>Personal items</i>	There is no Damage Cover for lost, damaged or stolen Personal items.
9.1.	<i>Breakdowns</i>	Roadside assistance is provided for breakdowns but not for Accidents.
9.2.	<i>Assistance not covered</i>	Flat batteries, wheel changing for a flat tyre, lost keys and keys locked in the Vehicle are excluded and extra charges apply for these services. Use of the wrong fuel type is also excluded and You are liable for any Damage caused.
10.1, 10.2.	<i>Accident reporting</i>	Any Damage to the Vehicle during the Rental Period must be reported to Us as soon as practicable and You must also report an Accident to the police if any person is injured, a party leaves the accident scene without exchanging details or the other party is affected by alcohol or drugs.
10.4, 10.6.	<i>Co-operation</i>	You must co-operate with Us in the investigation of an Accident of theft claim and with any subsequent legal proceedings
11.1.	<i>Return of the Vehicle</i>	The Vehicle must be returned on time, in clean and good repair and with a full tank of fuel or additional fees will apply. Unless otherwise stated, the Rental Period is 24 hours. If the Vehicle is returned more than one hour after it is due, you will be charged \$25 per hour up to a full day's rental and a further full day's rental for each 24 hour period or part thereof.
12.1, 13.1	<i>Major Breach, Termination</i>	Damage Cover is excluded if You or an Authorised Driver commit a Major Breach or drive the Vehicle recklessly. If there is a Major Breach the Vehicle may be repossessed.
15.2.	<i>Privacy/Tracking Device</i>	A Tracking Device may be fitted to the Vehicle to track its location and record its route of travel, and may provide other data about the use of the Vehicle. It must not be removed.