



Terms & Conditions

BETWEEN: BRISBANE TO BEACH 4WD HIRE (ABN 66 886 331 093) (us)

AND: THE CUSTOMER as noted in the Vehicle Rental Agreement (You)

A. Warranties

1. You warrant to us that you or such persons authorised by you to drive the vehicle:
 - a. holds a valid and current drivers license which legally authorises you/them to drive in Queensland;
 - b. is not currently under a suspended drivers license;
 - c. is not currently disqualified from holding a drivers license;
 - d. is not currently under a court order restricting the terms of their drivers license (i.e. work license or special hardship order); and
 - e. will comply with all current road rules in Queensland, including parking regulations and speed limits.
2. You indemnify us for all loss and damage caused to us or a third party as a result of any breach of these warranties.

B. Vehicle Condition

1. You acknowledge and agree that you:
 - a. have inspected the vehicle condition report for the vehicle;
 - b. have thoroughly inspected the vehicle before leaving the premises;
 - c. agree with the condition of the vehicle as set out in the vehicle condition report;
 - d. have been supplied with all the tools, tyres, accessories, equipment, keys, global positioning system (GPS), where applicable, and any other items specified in the vehicle condition report; and
 - e. have accurately noted any discrepancies in the vehicle condition report, including any panel damage (such as scratches and dents).

C. Return of Vehicle

1. You agree to the return the vehicle to us:
 - a. In the same condition as set out in the vehicle condition report, other than fair wear & tear;

- b. To the return location described in the Vehicle Rental Agreement attached herein (the **rental agreement**) (or to a location other than the return location with our permission) by the specified return date & time;
- c. With a fuel reading at least equal to the checkout fuel reading as per vehicle condition report.
- 2. We must be notified & agree to any extension of the period of hire, in advance of the return date.
- 3. Failure to return the vehicle to us by the return date & time may result in the vehicle being reported to the police as having been stolen. You will remain liable for all rental charges and any loss we suffer, including any costs incurred by us to recover the vehicle, up to and including the day we recover the vehicle.
- 4. You will be responsible for the vehicle and the hire will continue until we make our final inspection.
- 5. Final inspection will take place as soon as reasonably practical.
- 6. If the return location is unattended or the vehicle is returned outside the hours of operation – inspection will take place on the next business day.

D. Use of Vehicle

- 1. You agree to maintain tyre pressure, fluid & fuel at the proper operation levels as outlined in the owner's manual and instructions provided to you with the vehicle.
- 2. You agree to immediately report any defects in the vehicle to us.
- 3. You agree that the following persons must not drive the vehicle:
 - a. A person who is not identified under the "Hirer & Driver Information" in the rental agreement;
 - b. A person who does not hold a current unrestricted motor vehicle drivers licence for the class of vehicle hired. Learner & Provisional licences are not permitted;
 - c. A person whose breath or blood alcohol concentration exceeds the maximum lawful concentration level, who is intoxicated, or who is under the influence of any drug, toxic or illegal substance;
 - d. A person who has given us or for whom you have given a false name, age, address, or driver licence details.
- 4. You agree that the vehicle must not be used by you or any other authorized or unauthorized driver:
 - a. In any other state or territory other than Queensland, Australia;
 - b. To travel further than 400 Kilometers from our business premises and in any event no further than Ocean Lake Camping Zone at Orchid Beach when on Fraser Island;
 - c. To carry persons for hire, fare or reward;
 - d. To carry any dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purpose;
 - e. To carry any animal or pet, excluding guide dogs;
 - f. To carry a number of passengers or tow a load greater than that for which the vehicle was contracted;
 - g. To carry any greater load, number of persons or for use in a manner or for a purpose for which the vehicle was not designed/constructed to do so;

- h. For any motor sports (i.e. racing competition) or time trial or testing in preparation for those purposes;
 - i. In connection with the motor trade for experiments, tests, trials or demonstration purposes;
 - j. In contravention of any criminal legislation, any legislation involving a penalty of for any illegal purpose whatsoever;
 - k. In an unsafe or un-roadworthy condition;
 - l. In any opencast or underground mining activity.
5. Vehicle must be locked at all times whilst it is unattended.
 6. When travelling in tidal conditions – travel must be within 2 hours either side of low tide.

E. Charges

1. You agree to pay on demand all of the following charges for the period up until the return to or recovery by us of the vehicle:
 - a. All fines, penalties and any other similar charges incurred by you or any other driver of the vehicle or any such changes logged against the vehicle during your period of hire;
 - b. The cost of repair or reinstatement of loss or damage, where loss or damage cover offered by us does not apply;
 - c. The damage recovery fee and vehicle accident fee as outlined in our Rates & Charges Schedule attached;
 - d. The replacement of any lost keys;
 - e. Where you fail to return any items listed in the vehicle condition report;
 - f. Any applicable liability fee as set out in the rental agreement;
 - g. For adding fuel to the vehicle up to the check out fuel reading, which will include a service charge our Rates & Charges Schedule attached;
 - h. Burnt out clutch replacement and associated costs to return the vehicle to our workshop;
 - i. Punctures are no charge, however if the tyre is returned unrepairable, due to being stacked or driven flat, the hirer will be charged for the cost of the replacement;
 - j. Vehicles returned late at a rate of 5% of the total rental price per hour;
 - k. All charges at the rates described under rental charges our Rates & Charges Schedule attached.
2. The final amount to be charged to you will be determined after a final inspection by us, which will be made as soon as practical after return of vehicle to us or recovery by us of the vehicle.

F. Payment of Charges

1. You hereby irrevocably and unconditionally authorize us to charge to your credit card and/or to charge your account (as nominated under payment information in the rental agreement) all charges payable by you under the rental agreement, plus any other charges considered under the 'charges' section of these terms & conditions.
2. If you fail to make full payment of any charge due to us you agree:
 - a. to pay us our costs of recovering or attempting to recover from you outstanding charges, including any mercantile agents costs, and legal costs on a fee indemnity bases; and

- b. we shall be entitled to list payment default/s with the credit reference association of Australia or other relevant credit reference organizations which you acknowledge may affect your credit rating;
- c. to indemnify and release us from any loss you suffer as a result of us acting in accordance with this clause.

G. Loss or Damage Cover

- 1. All vehicles are provided with standard cover which includes:
 - a. The amount of accidental loss or damage to our vehicle, our assessment fees, our loss of rental revenue, our legal and investigative expenses;
 - b. Any amount which you are legally held liable to pay as a result of an accident caused by your use of the vehicle, for loss or damage to property other than any property owned by you (or any relative, associated, passenger, listed driver, or any person known to you) or any property in your physical or legal control.
- 2. Standard cover is subject to you and any authorized driver complying with the terms and conditions and the rental agreement.
- 3. In the event of an incident involving loss or damage, you will be required to pay the applicable liability fee as set out in the rental agreement.
- 4. A liability fee is applicable to all accidents regardless of who is at fault and applies to only one incident, separate accidents incur separate liability fees in respect of each separate incident.
- 5. Where the driver of the vehicle is under twenty five (25) years of age, the applicable liability fee will be doubled.

H. Conditions of Cover

- 1. You acknowledge and agree that you will:
 - a. promptly report to us and the police or other relevant authority and in any event within 24 hours any incident involving loss or damage to the vehicle or any other property or injury to any person;
 - b. provide such information and assistance as may be requested by us including, but not limited to, being interviewed by an investigator or attending any court hearing;
 - c. promptly provide us with every summons, complaint, demand or notice in relation to any loss or damage;
 - d. submit to any tests required by the police to determine the concentration of alcohol or drugs in your blood;
 - e. not leave an accident without providing full particulars to all relevant persons & authorities
 - f. not provide any false information, nor engage in any fraudulent activity, in respect of your hire of the vehicle or in your dealings with any law enforcement officer or authority during the period in respect of that vehicle hire;
 - g. not, without our consent, make or give any offer, promise or payment, settlement, waiver, release, indemnity or admission of liability;
 - h. not be covered in the event another motor vehicle is involved and that other motor vehicle or its driver has not been identified to us.

I. Exclusions to Cover & Liability

1. You acknowledge and accept you will be ineligible for cover under the following circumstances:
 - a. Damage or loss caused to the vehicle or third party property as a result of you breaching a term of warranty in these terms & conditions and/or the rental agreement;
 - b. Damage or loss caused to the vehicle where the vehicle is totally or partially immersed in water;
 - c. Damage or loss to the vehicle or third party property caused by you failing to secure property, any load or equipment;
 - d. Damage or loss to the vehicle deliberately caused by you or your using the vehicle in a dangerous or reckless or criminal manner;
 - e. Damage or loss to the vehicle whilst being transported, ferried or towed without our authority;
 - f. The cost of towing or salvage of the vehicle from any unsealed road;
 - g. Cost or expenses incurred with any legal action;
 - h. Any property received, handled or stored by us at any time;
 - i. Your death or personal injury or the death or personal injury of any other person;
 - j. Damage or loss suffered by us as a direct or indirect result of you providing false information or engaging in any fraudulent activity, in respect of your hire of the vehicle or your dealings with any law enforcement officer or other authority during the hire period.
2. You acknowledge and accept that drivers under the age of twenty one (21) and over the age of seventy five (75) are not eligible under the terms of our loss and damage cover; therefore, in such circumstances, you agree:
 - a. to obtain your own loss and damage cover, from a reputable insurer approved by us, for any such driver not covered under our policy;
 - b. to provide us a copy of your loss and damage cover as and when requested;
 - c. to bear the cost of any additional loss and damage cover for any such driver not covered by our policy;
 - d. to fully indemnify and release us for any claim, loss or damage suffered by us or by a third party whatsoever and howsoever caused as a result of your failure to comply with this clause.

J. Termination / Cancellation

1. We may terminate the rental agreement at any time if you commit a material breach of these terms and conditions.
2. You may terminate and/or cancel the rental agreement at any time for any reason; however, you acknowledge and accept fees may apply.

K. Cancellation Fees

1. In the event you terminate and/or prematurely cancel the rental agreement, you agree to pay the following cancellation fees:
 - a. Less than 14 days \$200 per vehicle package;
 - b. Less than 72 hours – 75 % of full vehicle package.

L. Refund Policy

1. You acknowledge and accept compensation for time lost due to a mechanical failure not of your own doing will be compensated as follows:
 - a. Replacement of hire vehicle with similar vehicle where reasonably practical to do so; and/or
 - b. extension of the hire period of the vehicle, where reasonably practical to do so, at no further cost to you; and/or
 - c. Refund of the balance of the hire fee not used by you.
2. You acknowledge and accept we are not liable and you will receive no compensation for:
 - a. Personal stress & anguish due to vehicle breakdown;
 - b. Missing connecting travel arrangements;
 - c. Use of any other unapproved travel means;
 - d. For having missed places you wished to travel to;
 - e. Time lost due to mechanical failure through no fault by us;
 - f. Cars taken from the hirer due to misuse or breaches of the terms & conditions and rental agreement.

M. Liability

1. Our liability is limited to, at our option, the replacement, repair or resupply of the vehicle or the reimbursement of the rental charges.
2. We are not liable to you for any loss, damage, costs, expenses, damages or any other liabilities resulting from:
 - a. Any accident, breakdown or any other failure of the vehicle;
 - b. Any error or omission in any street directory or other map (whether or not provided by us).
3. Without limiting the foregoing, to the maximum extent permitted by law, we will not be liable to you for any indirect, special, incidental or consequential damage, or loss of profits or loss of earnings, suffered by you or any other person due to any breach of this rental agreement, and terms & conditions by us & you release & indemnify us (including legal costs on a full indemnity basis) from any such claim.

N. Our Rights

1. We reserve the right to refuse hire or another vehicle, if you damage, destroy any items belonging to us or a third party.