



AutoRent Pty Ltd ABN 74 009 509 988  
Registered Office: 21 Richard Street Western Junction Tas. 7212  
(03) 6335 1111

Please give us the opportunity to rectify any problems during your rental.  
If you don't tell us until the end of your rental, it could lessen your entitlement to compensation.

## RENTAL TERMS AND CONDITIONS – CARS, COMMERCIAL VEHICLES, CAMPERVANS AND MOTORHOMES (Caravans have separate Terms and Conditions)

### 1 INTRODUCTION

#### 1.1 Rental Contract

Your contract to hire a Vehicle from AutoRent (**Rental Contract**) consists of:

- (a) the agreement (**Rental Agreement**) You have signed to hire the Vehicle from Us;
- (b) Our Privacy Policy; and
- (c) these rental Terms and Conditions (**Terms and Conditions**).

#### 1.2 Jurisdiction

The Rental Contract is governed by the laws of Tasmania, and You agree that courts in this State have non-exclusive jurisdiction to determine any dispute which arises between You and Us.

#### 1.3 Australian Consumer Law

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 which You may have under those laws or any other Federal, State or Territory legislation.

#### 1.4 Electronic signatures

We may use electronic signatures as a means of entry into the Rental Contract. When You insert an electronic signature, You consent to the use of this as a means of acknowledgment and acceptance of these Terms and Conditions and Your obligations under the Rental Contract.

### 2 INTERPRETATION & DEFINITIONS

#### 2.1 Interpretation

In these Terms and Conditions, **unless** the context otherwise requires:

- (a) headings are for convenience only and do not form part of the Terms and Conditions or affect their interpretation;
- (b) where You comprises two or more persons each is bound jointly and severally; and
- (c) the \$ symbol and the words "dollar" or "dollars" all mean Australian Dollars including GST.

#### 2.2 Definitions

In these Terms and Conditions:

**Accident, Accidental** means Damage or Third-Party Loss arising from an unintended and unforeseen incident, including:

- (a) a collision between the Vehicle and another vehicle or object, including animals and roadside infrastructure;
- (b) rollovers; and
- (c) weather events such as hailstorms.

**Assistance animal** has the meaning set out in Commonwealth legislation, i.e., a dog or other animal which:

- (a) is accredited under a State or Territory law to assist a person with a disability to alleviate the effects of the disability; or
- (b) is accredited by an animal training organisation prescribed in the regulations; or
- (c) is trained to assist a person with a disability to alleviate the effect of the disability and meets standards of hygiene and behaviour which are appropriate for an animal in a public place.

**Authorised Driver** means a person approved by Us to drive the Vehicle and who is recorded on the Rental Agreement prior to the Start of the Rental.

**AutoRent, We, Us, Our**, means AutoRent Pty Ltd ABN 74 009 509 988.

**Damage** means and includes:

- (a) any loss of or damage to the Vehicle including:
  - (i) its parts, components and accessories; and
  - (ii) in the living and sleeping area, its bedding and furniture as well as its appliances equipment and utensils for camping and cooking; except for Fair Wear and Tear;
- (b) towing and salvage costs;
- (c) assessing fees; and
- (d) Loss of Use.

**Damage Cover** means the cover which You have against Damage, theft, attempted theft and Third-Party Loss under sub-clause 10.4, subject to the Damage Cover Exclusions in sub-clause 11.1.

**Damage Excess** means the dollar amount of Damage up to which You are liable before Damage Cover becomes applicable.

**Deposit** means the amount exceeding the anticipated Rental Charges and paid at the start of the rental towards possible extra charges.

**End of the Rental** means the date and time when the Vehicle is due to be returned by You to Us, as shown in the Rental Agreement, or the date and time when the Vehicle is actually returned to Us, whichever is the later.

**Fair Wear and Tear** means deterioration which is consistent with careful use and does not include any Damage to the windscreen, headlights, taillights or tyres causing the Vehicle to become unroadworthy.

**Keys** means the keys to the Vehicle or the keyless start or remote opening device.

**Liability Reduction Fee (LRF)** means the optional extra charge to reduce the dollar amount of the Damage Excess

**Loss of Use** means Our loss calculated per day at the daily rate shown in the Rental Agreement because the Vehicle is being repaired or replaced if it is written off because of an Accident or because it has been stolen.

**Major Breach** means a breach of any of:

- (a) clauses 3 (all parts); 4 (all parts); sub-clauses 5.2, 6.3, 6.6 or 6.9 resulting in Damage, theft of the Vehicle or Third-Party Loss;
- (b) clause 8 (all parts) if the breach prevents Us from properly investigating a claim arising from an Accident or theft or prevents us from prosecuting or defending any Accident or theft claim; or
- (c) sub-clause 13.2(b).

**Monitoring Device** means a GPS or other device which is fitted to the Vehicle to monitor and record or transmit its location and other data including its speed, braking and fuel levels.

**Off Road** means an area, surface or terrain which is not a sealed road or an Unsealed Road and includes but is not limited to:

- (a) beaches, deserts, dunes, and tidal flats;
- (b) creek-beds, river-beds, streams and tidal crossings; and
- (c) fields, paddocks, unformed roads, fire trails and tracks.

**Overhead Damage** means any roof damage and any frontal side or rear damage to the Vehicle at or above the level of the top of the windscreen, where such damage arises out of

- (a) the Vehicle being driven or manoeuvred;
- (b) objects being placed on the roof of the Vehicle; or
- (c) You or any person standing or sitting on the roof of the Vehicle.

**Privacy Policy** means Our Privacy Policy at [www.autorent.com.au/privacy](http://www.autorent.com.au/privacy).

**Rental Charges** means the charges payable for renting the Vehicle from Us together with GST and any other taxes or levies as set out in the Rental Agreement or these Terms and Conditions.

**Rental Period** means the period commencing at the time shown in the Rental Agreement and concluding at the End of the Rental.

**Rental Station** means the location from which the Vehicle is rented or at which the Vehicle is to be returned, as shown on the Rental Agreement.

**Start of the Rental** means the date and time when the rental commences as shown in the Rental Agreement.

**Third Party** means someone other than You or Us.

**Third-Party Loss** means loss of or damage to third party property, including other motor vehicles and including any claim for third party loss of income, where such Third-Party Loss arises from Your possession or use of the Vehicle.

**Underbody Damage** means any damage arising from contact between the underside of the Vehicle and the roadway or any object or obstruction, including kerbs, gutters, speed or road humps, barriers or wheel stops where such damage does not result from impact with another vehicle.

**Unsealed Road** means a road, other than a sealed road under repair, which has been formed and constructed but not sealed with a hard surface such as tar, bitumen or concrete.

**Vehicle** means the vehicle described in the Rental Agreement or any replacement or substitute vehicle and includes:

- (a) its accessories parts and tools; and
- (b) in the living and sleeping area, its bedding and furniture as well as its appliances equipment and utensils for camping and cooking.

**Vehicle Condition Report** means the report which We supply to you at the Start of the Rental showing any existing Damage to the Vehicle.

**You, Your** means the person, whether an individual, a firm, a company or a government agency whose name is shown in the Rental Agreement as renting the Vehicle from Us and includes an Authorised Driver.

### 3 WHO IS PERMITTED TO DRIVE

**IMPORTANT NOTICE: A breach of any part of this clause 3 is a Major Breach of the Rental Contract. See clause 12 for details.**

#### 3.1 Authorised Drivers

Only You or an Authorised Driver may drive the Vehicle. Allowing the Vehicle to be driven by anyone else constitutes a Major Breach of the Rental Contract and it excludes You and any Authorised Driver from entitlement to Damage Cover.

#### 3.2 Age limits

There is a minimum and maximum age limit for those renting the Vehicle. You and any Authorised Driver must be at least 23 and not over 85 years of age, unless we have agreed to a variation of this restriction before the Start of the Rental and it is shown on the Rental Agreement.

#### 3.3 Licensed Driving Experience

You and any Authorised Driver **must** have no less than 3 years of continuous non-provisional licensed driving experience unless We have agreed to a variation of this condition before the Start of the Rental and unless the variation is shown in the Rental Agreement.

#### 3.4 Driving Licence requirements

- (a) You **must** also have a valid licence to drive the Vehicle which is:
  - (i) issued in an Australian state or territory or an international licence (with a valid International Driving Permit or an approved translation into English if the licence is not issued in English);
  - (ii) appropriate for the class of the Vehicle being rented; and
  - (iii) not subject to any restriction or condition **unless** We have agreed to that restriction or condition before the Start of the Rental and unless it is shown in the Rental Agreement.
- (b) Learner drivers and provisional and probationary licence holders **must not** drive the Vehicle.
- (c) At the Start of the Rental and before collecting the Vehicle You and any Authorised Driver **must**:
  - (i) present Your driver's licence and permit copies of the drivers' licences to be made and kept by Us; and
  - (ii) present Your passport if You are not an Australian citizen or Australian resident;

#### 3.5 Cancelled and suspended licences

The Vehicle **must not** be driven:

- (a) while Your driver's licence is cancelled or suspended, including because of an accumulation of demerit points; or
- (b) if Your licence has been cancelled or suspended within the 3 years prior to the date of the Rental Agreement.

#### 3.6 False information

The Vehicle **must never** be driven by You after providing Us with a false or misleading name, age, address or driver's licence.

## 4 PROHIBITED USES

**IMPORTANT NOTICE: A breach of any part of this clause 4 is a Major Breach of the Rental Contract. See clause 12 for details.**

- 4.1 The Vehicle **must not** be driven by You:
- (a) while You are intoxicated or under the influence of drugs or alcohol or with a blood alcohol content or level of drugs present in Your blood, urine or oral fluid which exceeds the limit set by law;
  - (b) recklessly or dangerously; or
  - (c) while the Vehicle is damaged or unsafe or in an unroadworthy condition.
- 4.2 You **must not**:
- (a) fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;
  - (b) use the Vehicle:
    - (i) for any illegal purpose;
    - (ii) to propel or tow another vehicle or a trailer; or
    - (iii) in connection with the motor trade, for demonstrations, experiments, rallies, tests or trials; or
  - (c) use a mobile phone:
    - (i) to make or receive a phone call, perform any audio function or as a navigational device, **unless** the Vehicle is stationary and unless the body of the phone is secured in a mounting affixed to the Vehicle so that use of the phone does not require manual operation; or
    - (ii) to send a text message, video message, email or similar communication **unless** the Vehicle is parked.
- 4.3 You **must not**:
- (a) deliberately damage the Vehicle or allow anyone else to do so;
  - (b) modify the Vehicle in any way;
  - (c) sell, rent, lease or dispose of the Vehicle; or
  - (d) register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009.
- 4.4 You **must not** use the Vehicle to carry or transport:
- (a) passengers for hire, fare or reward, or for rideshare purposes;
  - (b) more than the number of passengers for whom the Vehicle is fitted with seatbelts; or
  - (c) any load in excess of the limits for which the Vehicle was constructed, designed, licensed or registered
  - (d) dangerous, hazardous, biohazardous, infectious, inflammable goods or substances which pollute or contaminate, in quantities above those used for domestic purposes; or
  - (e) illegal drugs or other illegal substances.

## 5 PERMITTED ROADS v. PROHIBITED AREAS

**IMPORTANT NOTICE: A breach of sub-clause 5.2 is a Major Breach of the Rental Contract. See clause 12 for details.**

### 1.1 Permitted roads

The Vehicle may be driven on sealed and Unsealed Roads, but a higher and non-reducible Damage Excess as shown on the Rental Agreement applies to any Damage which occurs while it is being driven or manoeuvred on an Unsealed Road.

### 1.2 Prohibited areas

- (a) The Vehicle **must not** be used in any area which is prohibited by Us. Prohibited areas include:
  - (i) any area which is Off Road unless it is a designated parking area;
  - (ii) any area where snow has fallen or is likely to fall;
  - (iii) roads which are prone to flooding or are flooded;
  - (iv) any road which is closed; and
  - (v) any road where it would be unsafe to drive the Vehicle.
- (b) The Vehicle **must not** be removed from the state of Tasmania **unless** We have given Our written permission and unless this is noted on the Rental Agreement.

## 6 DURING THE RENTAL PERIOD — YOUR DUTY OF CARE

**IMPORTANT NOTICE: A breach of any of sub-clauses 6.3, 6.6 or 6.9 is a Major Breach of the Rental Contract. See clause 12 for details.**

### 6.1 Start of the Rental

At the Start of the Rental and before collecting the Vehicle You **must**:

- (a) inspect the Vehicle to ensure that its condition and any pre-existing damage are accurately noted and shown in the Rental Agreement. If there is any discrepancy You **must** notify Us prior to leaving the Rental Station; and
- (b) pay the anticipated Rental Charges and a Deposit towards possible extra charges.

### 6.2 Care of the Vehicle

- (a) You **must not**:
  - (i) use the Vehicle for transporting any pets or animals, except assistance animals, **unless** Our consent is noted by Us on the Rental Agreement beforehand; or
  - (ii) smoke in the Vehicle and You **must** take reasonable steps to prevent passengers from doing so. It is an offence in Tasmania to smoke in a vehicle where there are passengers younger than 18 years of age.Additional cleaning, deodorising and disinfecting charges will apply if You contravene these conditions.
- (b) You **must** take good care of the Vehicle by:
  - (i) keeping the engine oil, radiator coolant and tyre pressures at their correct levels;
  - (ii) using the correct fuel type;
  - (iii) keeping a lookout for oil water or fuel leaks and for tyre damage or unusual wear patterns;
  - (iv) being alert for indicators, brake lights, head lights and tail lights for not operating correctly;
  - (v) keeping doors hatches and windows closed against inclement weather;
  - (vi) not stopping or parking in harm's way;

### 6.3 Vehicle to be locked and Keys kept in Your possession

You **must** ensure that the Vehicle is locked when unattended and that the Keys are in Your possession and never left in the Vehicle when unoccupied.

#### 6.4 Seatbelts and child restraints

You **must**:

- (a) comply with all seat-belt laws and child restraint laws; and
- (b) ensure that child restraints are correct for the weight and age of the child, are correctly installed and are kept properly adjusted and fastened.

#### 6.5 Safe stowage when driving

You **must** ensure that any equipment, goods or property have been securely stowed in the Vehicle and not left loose such as to be a safety hazard.

#### 6.6 Notification of Vehicle fault

You **must** inform Us immediately if:

- (a) a warning light or fault message appears;
- (b) You see or become aware of low levels of engine oil or brake fluid or engine coolant; or
- (c) the Vehicle develops a mechanical fault.

If You fail to notify Us and continue to use the Vehicle You will be responsible for Damage or any Third-Party Loss arising from of Your continued use.

#### 6.7 Repair without authority prohibited

You **must not** let anyone else repair or work on the Vehicle or tow or salvage it without Our prior authority to do so.

#### 6.8 Repair with authority

Where We have given You Our prior authority for any repair or work on the Vehicle You **must** keep and produce to Us the original tax invoices and receipts for any repairs, towing or salvage and we will reimburse You where these expenses have been authorised by Us. Any entitlement to reimbursement is subject to such repairs towing or salvage not having arisen from a Major Breach of the Rental Contract.

#### 6.9 Staying with the Vehicle after an Accident

You **must not** leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator.

### 7 DURING THE RENTAL PERIOD — BREAKDOWN

7.1 24-hour roadside assistance is provided free of charge for breakdowns (but not for Accidents). If the Vehicle breaks down during the Rental Period You **must** call **1800 428 373** for assistance. If the Vehicle cannot be repaired, We will use Our best endeavours to provide a replacement Vehicle as soon as one is available.

7.2 You are responsible for all costs arising from:

- (a) use of the wrong fuel;
- (b) a flat battery because of the lights or entertainment system having been left on;
- (c) tyre changing;
- (d) the keys having been misplaced or lost; or
- (e) the keys having been locked in the Vehicle.

### 8 DURING THE RENTAL PERIOD — ACCIDENT or THEFT

**IMPORTANT NOTICE: A breach of any part of this clause 8 is a Major Breach of the Rental Contract. See clause 12 for details.**

8.1 If You have an Accident or if the Vehicle is stolen, You **must** report this to Us as soon as practicable and complete Our Accident/Theft report form.

8.2 If the Vehicle is stolen or if the Vehicle is involved in an Accident where:

- (a) any person is injured;
- (b) the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or
- (c) the other party appears to be under the influence of drugs or alcohol

then You **must** also make a report to the Police.

8.3 If You have an Accident, You **must** use your best endeavours to:

- (a) exchange names and addresses, phone numbers and email addresses with the other driver;
- (b) take a photo of the other driver's licence;
- (c) take the registration numbers of all vehicles involved;
- (d) take as many photos as You reasonably can, showing:
  - (i) the position of the vehicles before they are moved for towing or salvage;
  - (ii) the Damage to the Vehicle;
  - (iii) the damage to any third-party vehicle or property; and
  - (iv) the general area where the Accident occurred, including any road or traffic signs;
- (e) obtain the names, addresses, phone numbers and email addresses of any witnesses;
- (f) forward all third-party communications and any court documents to Us within 7 days of receipt; and
- (g) co-operate with Us in the prosecution of any legal proceedings which We institute or in the defence of any legal proceedings which are instituted against You or Us, such co-operation to include attending in person or by video link at Our lawyer's office or at any Court hearing.

8.4 You **must not**:

- (a) make any admission of fault;
- (b) promise to pay any claim for Third Party Loss; or
- (c) offer or promise to release any other party from any liability to pay for Damage resulting from an Accident, theft or attempted theft.

**9.1 Rental Period & Charges**

Your rental of the Vehicle from Us is for the Rental Period and at the Rental Charges shown in the Rental Agreement and described in these Terms and Conditions.

**9.2 Start of the Rental**

At the Start of the Rental and before collecting the Vehicle You **must**:

- (a) make an advance payment towards the anticipated Rental Charges plus a deposit towards possible extra charges;
- (b) inspect the Vehicle to ensure that its condition and any pre-existing damage are accurately noted and shown in the Vehicle Condition Report accompanying the Rental Agreement;
- (c) confirm the existence of the appliances and utensils in the equipment list accompanying the Rental Agreement; and
- (d) ensure that any child restraint is correct for the weight and age of the child, is correctly installed and is properly adjusted and fastened before You drive away.

**9.3 Extending the Rental Period**

If Your circumstances change and if You want the Vehicle for longer, You **must** ask Us **no less** than 24 hours prior to the expiration of the Rental Period. If We do not agree to the extension and if You fail to return the Vehicle on the scheduled date and by the time shown in the Rental Agreement, We may:

- (a) terminate the Rental Contract; and
- (b) if the location of the Vehicle is known, recover it by lawful means or if it is unknown, after making reasonable attempts to contact You, report the Vehicle to the Police as stolen.

**9.4 Fines and infringements**

You **must** pay the issuing authority for all parking speeding and traffic fines and infringements as well as any fines or charges for release of the Vehicle if it has been impounded or wheel-clamped. An administrative fee applies if We are required to nominate You as the driver who is responsible for any fine or infringement which remains unpaid.

**9.5 Return of the Vehicle**

(a) You **must** return the Vehicle:

- (i) to Our Rental Return Location as shown in the Rental Agreement;
- (ii) on the date and by the time shown in the Rental Agreement;
- (iii) in a reasonable state of cleanliness;
- (iv) in the same mechanical condition as at the Start of the Rental, except for Fair Wear and Tear; and
- (v) with a full tank of fuel.

(b) If You return the Vehicle:

- (i) with less than a full tank of fuel then we will apply both a flat refuelling service charge plus the cost of the fuel, at the prices set out in the Rental Agreement;
- (ii) earlier than the date shown in the Rental Agreement then the rental charges will be recalculated at any higher rate applicable to the shorter rental duration or at any applicable minimum duration charge, whichever is the lesser;
- (iii) after the date and time set for its return in the Rental Agreement, We will charge You at the extra hourly rate shown in the Rental Agreement up to one full day's rental and then a further full day's rental at the standard rate for each 24-hour period or part thereof until the Vehicle is returned to Us; or
- (iv) at any time outside Our normal business hours, You **must** pay for the Rental Charges and all Damage until the Rental Station next opens for business **unless** We have agreed to a drop-off after hours and unless this is shown on the Rental Agreement.

**9.6 Post-rental inspection procedure**

(a) We will take reasonable steps to conduct a post-rental inspection in Your presence.

(b) If You do not wish to wait for the full inspection, and if We subsequently detect Damage, We will notify You as soon as reasonably practicable.

**9.7 Payment due at End of the Rental**

(a) At the End of the Rental all charges are payable according to these Terms and Conditions, including but not limited to:

- (i) the balance of the Rental Charges, plus any excess km charges;
- (ii) the replacement cost of any appliances or utensils which are broken damaged or missing;
- (iii) the Damage Excess if there is Damage or Third-Party Loss resulting from an Accident or theft of the Vehicle;
- (iv) any additional Damage for which You are liable
- (v) an administration fee if the fire extinguisher has been used; and
- (vi) any extra costs incurred by us for refuelling or special cleaning.

(b) You will not be charged the cost of refilling the gas bottles but there will be no credit or refund for unused gas.

(c) Any advance payment made by You at the start of the rental will be applied by Us towards all amounts due to Us under the Rental Contract with any difference being payable as a balance by You or as a refund by Us.

**9.8 Card authority**

If You offer us Your credit card or debit card (**Card**) as payment in part or in full, and if we accept it:

- (a) Your signature on the Rental Agreement authorises us to debit your Card for all costs payable by You;
- (b) You authorise us to reserve credit or obtain authorisation on the Card for the expected cost of the rental plus a deposit or other such amount as agreed at the time of reservation or rental at the time of reservation; and
- (c) You authorise Us to charge the Card with any amount which you owe us under the Rental Contract at any time during the rental and up to 60 days after return of the Vehicle to Us.

**9.9 Default in payment**

If You default in the payment of any moneys owed to Us under the Rental Contract:

- (a) You **must** pay Us interest on that overdue amount calculated at the rate of 10% per annum and starting 7 days after the date that overdue amount became payable to Us and ending on the date of payment of all amounts due;
- (b) We may engage a mercantile agent or debt collector and You **must** pay the reasonable costs and charges We incur in recovering or attempting to recover that overdue amount, including mercantile or debt collection fees and commission plus any legal costs; and
- (c) You authorise Us to provide information of that default to a credit reporting body and to obtain a current 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.

## 10 DAMAGE EXCESS v. DAMAGE COVER

### 10.1 Damage Excess

If there is Damage to the Vehicle or if it is stolen, You **must** pay up to the Damage Excess shown on the Rental Agreement for each individual Accident or theft claim.

### 10.2 Liability Reduction Fee (LRF) does not apply to Unsealed Roads or Overhead Damage

Even if you pay the LRF to reduce the Damage Excess, this does **not** change your liability for Damage on an Unsealed Road or for Overhead Damage.

### 10.3 When is the Damage Excess due for payment?

- (a) In the case of Damage to the Vehicle arising from an Accident, the Damage Excess is due for prompt payment and before We supply any replacement or substitute vehicle.
- (b) If the Vehicle has been stolen, after We have made reasonable enquiries and in Our opinion it is unlikely the Vehicle will be recovered.

### 10.4 Damage Cover

The Rental Charges include Damage Cover above the dollar amount of the Damage Excess. Subject to these Terms and Conditions, We will not hold You liable for:

- (i) Damage to the Vehicle arising from an Accident;
- (ii) theft of the Vehicle; or
- (iii) Third-Party Loss.

above the dollar amount of the Damage Excess.

### 10.5 Claims Administration fee

All Accident, attempted theft and theft claims will incur an \$88 claims administration fee in addition to Your Damage Liability. This fee is to compensate Us for the labour and associated costs with processing Your claim.

## 11 YOUR ADDITIONAL LIABILITY FOR OTHER DAMAGE

11.1 Even if You have paid the LRF to reduce the Damage Excess, You remain liable for:

- (a) all Damage and any Third-Party Loss arising from:
  - (i) a Major Breach of the Rental Contract; or
  - (ii) the use of the Vehicle by any driver who is not an Authorised Driver;
- (b) the first \$9,900 of any Overhead Damage or Damage on an Unsealed Road;
- (c) all Underbody Damage;
- (d) Damage caused by:
  - (i) immersion of the Vehicle in water;
  - (ii) use of the incorrect fuel type;
  - (iii) loading or unloading the Vehicle, except for Fair Wear and Tear; or
  - (iv) Your failure to properly secure goods, property or equipment carried in the Vehicle; and
- (e) any Damage to the tyres except for Fair Wear and Tear.

11.2 There is also no Damage Cover for:

- (a) the cost of replacing any Vehicle accessories parts or tools and any appliances equipment or utensils for camping or cooking;
- (b) loss or damage to goods or property carried in the Vehicle whether owned by You or a Third Party; or
- (c) personal items which are left in or stolen from the Vehicle.

## 12 CONSEQUENCES OF MAJOR BREACH OF CONTRACT

### 12.1 No Damage Cover

If You:

- (a) commit a Major Breach of the Rental Contract leading to Damage or theft of the Vehicle or Third-Party Loss; or
- (b) drive the Vehicle in a reckless or unsafe manner such that there is a substantial breach of road safety legislation

then You:

- (c) have no Damage Cover;
- (d) are liable for all costs of such Damage, theft of the Vehicle and Third-Party Loss; and
- (e) are liable for and **must** pay any additional costs or expenses which We incur as a result.

### 12.2 Termination and repossession

We may terminate the Rental Contract and immediately retake possession of the Vehicle if we have reasonable grounds for believing that there has been a breach of any part of sub-clause 12.1

## 13 PRIVACY

**IMPORTANT NOTICE: A breach of sub-clause 13.2(b) is a Major Breach of the Rental Contract. See clause 12 for details.**

### 13.1 Personal Information

- (a) We are committed to complying with the Australian Privacy Principles.
- (b) When We collect Your personal information, We will do so only for the purpose of providing rental services to You. If You choose not to provide this information to Us, then We may not be able to provide those rental services to You.
- (c) We take reasonable steps to ensure that Your personal information is accurate, complete and up to date and also that it is protected from unauthorised access and disclosure, loss, modification or misuse.

### 13.2 Monitoring Device

- (a) A Monitoring Device may be fitted to the Vehicle to enable Us to monitor the Vehicle when it is out of Our possession. When You sign the Rental Agreement, You are authorising Us to monitor and record the Vehicle's location and speed and record other data relating to its use.
- (b) You must not tamper with any Monitoring Device or remove it from the Vehicle.

**END OF RENTAL TERMS AND CONDITIONS**



## FOR THOSE WHO STILL HAVE QUESTIONS

### **Q** *Who is allowed to drive the vehicle?*

**A** Only those who have shown us their driving licences and have been accepted by us and authorised as a renter or joint renter.

**Note:** Don't let anyone else drive, otherwise, they'll be responsible for all damage to other people's property and you'll be responsible for all the damage to our vehicle.

### **Q** *Can't I travel on unsealed roads?*

**A** We aren't saying that you can't travel on unsealed roads, just that they're much riskier than sealed roads. Unsealed roads are mostly narrow and winding with poor sightlines and with a high centre crown and loose gravel at the edges. So, if you're on an unsealed road, slow right down and be extremely cautious. Decide for yourself whether you really want to travel on an unsealed road. Don't leave the decision to your GPS.

### **Q** *Why do I have to pay for damage if it isn't my fault?*

**A** It's the same as it is with most private vehicles. You pay for the first so many dollars of any loss or damage unless and until this can be recovered from the other driver. (If our costs can be recovered from the other driver, then we'll reimburse you for the amount we've taken from you). This process can take as long as 6 months or even more and doesn't always result in success.

### **Q** *What about windscreen and tyre damage?*

**A** Windscreen and tyre damage are treated in the same way as any other vehicle damage. You're responsible up to the limit of the liability amounts stated in your rental contract.

- We'll repair windscreens if appropriate and replace them only where necessary.
- A damaged tyre will be charged in line with the measured tread; e.g., a tyre with 75% remaining tread would be charged at 75% of the new price.

### **Q** *What does fair wear and tear mean?*

**A** "Fair wear and tear" means deterioration in the condition of the vehicle, consistent with careful use (e.g., stone chips to the paintwork or tiny dents in the panels).

#### **Items which are not fair wear and tear:**

##### **Vehicle Bodywork**

- Scratch or Scrape over 20mm long and over 1mm wide with paint surface penetration.
- Dent over 20mm diameter or paint surface penetration or multiple dents.
- Bumper scratch/scrape over 20mm in diameter with paint surface penetration.
- Lower front bumper scuffing or scrapes above the first 50mm of the lower front bumper or above the lower front bumper first crease line.

##### **Tyres**

- Where a repair is possible (i.e. the tyre has not been run while flat) only the tyre repair will be charged.
- Where a repair is not possible, a replacement tyre (including the cost of fitting) will be charged, pro rata to the original tyre's tread; e.g. a tyre with 75% remaining tread would be charged at 75% of the new tyre price. If you buy a replacement tyre, its type, make and rating must exactly match the other existing tyres.
- Tyre damage examples are:
  - unrepairable punctures
  - tread and sidewall damage making the tyre un-roadworthy, e.g. cuts, bulges, gouges and abrasions
  - misuse e.g. tyre flat spots caused by burnouts.

##### **Ancillary components**

- Damage to mirrors.
- Damage to lights including: chips, holes, scratches and cracks.
- Wheel trims cracked, broken, missing, mismatched or not original.
- Alloy wheels cracked, buckled, gouged, mismatched or not original.

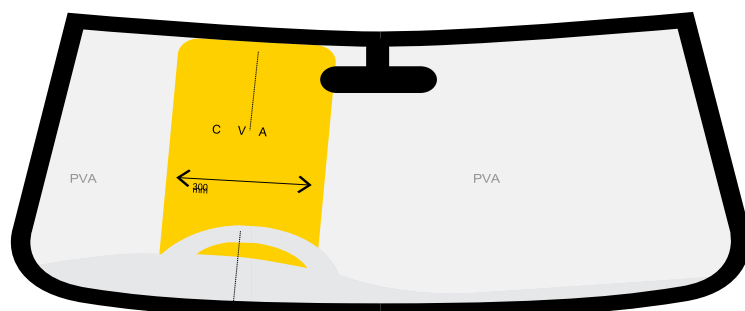
##### **Vehicle Interior**

- Any missing original equipment.
- Trim damage or missing parts of the interior trim.
- Upholstery burns, cuts, stains or tears to the seats, carpets, roof lining and lining in the glovebox or boot/trunk.
- Excessively dirty or smelly vehicle.

##### **Windscreen Repair or Replacement?**

- Repair – If 2mm to 20mm within primary vision area (PVA) only.
- Replacement – If over 20mm in primary vision area (PVA) – OR – If over 2mm in critical vision area (CVA).

*The primary vision area (PVA) is anywhere more than 90mm from the top and sides of the screen or more than 65mm from the bottom.*



**Note:** If you notice a chip within 60 minutes of driving away at the start of your rental, take a time-and-date-stamped photograph and present it to us on your return.

**Continued next page**

**FOR THOSE WHO STILL HAVE QUESTIONS (continued from previous page)**

**Q What if I want to keep the vehicle longer?**

**A** Provided that you call beforehand and pay in advance, we'll extend your rental if your vehicle hasn't been reserved for someone else. If you're paying by credit card, we'll debit your card account with the cost of the extension; but, if you're paying by EFTPOS, you'll need to call in to our nearest office to pay the additional charges in advance, before the extension is authorised.

**Q What if I'm a bit late getting back?**

**A** For cars and trucks charges are calculated on a per 24 hour basis, or as otherwise stated for campervans. A grace period of 59 minutes is usually allowed, after which extra charges apply, not only to the vehicle but also optional extras like the Liability Reduction Fee and sundry items such as baby seats.

**Q Where do I return the Vehicle?**

**A** Our Rental Return Locations are shown below. We will transfer you from there to the Airport.  
**Note: Do NOT take the Vehicle into the Airport.**

**RENTAL RETURN LOCATIONS**

**Devonport (Spirit of Tasmania) – 4-8 Murray Street, East Devonport.**



**Devonport (Airport) – Drop off & Pick up in the Devonport Airport Car Park.**



**Hobart Airport – Via the rear entrance.  
9 Lamb Place, Cambridge TAS 7170**



**Launceston Airport – Launceston Drive Park Fly Car Park.  
2 Hudson Fysh Dr, Western Junction TAS 7212**

