



## TERMS AND CONDITIONS

### 1 Introduction

- 1.1 When You rent a Vehicle from Us the contract (**Hire Contract**) You have with Us consists of two separate documents. They are:
- (a) the agreement (**Hire Agreement**) You have signed to rent the Vehicle from Us; and
  - (b) these hire Terms and Conditions (**Terms and Conditions**).
- 1.2 The date of the Hire Contract is the date shown in the Hire Agreement.

### 2 Who may drive the Vehicle?

- 2.1 Only You or an Authorised Driver can drive the Vehicle.
- 2.2 It is a Major Breach of the Hire Contract if You or an Authorised Driver let anyone who is unauthorised drive the Vehicle. If there is a Major Breach of the Hire Contract there is no cover for You, the Authorised Driver or the unauthorised driver for any Damage, theft of the Vehicle or Third Party Loss.
- 2.3 We set a minimum and maximum age limits for those hiring Our Vehicles. You and any Authorised Driver must be at least 25 and not over 75 years of age and have no less than 12 months driving experience, unless We have agreed to a variation of those restrictions before the Start of the Hire and it is shown in the Hire Agreement.
- 2.4 You and any Authorised Driver must also have a valid licence to drive the class of Vehicle which is issued in an Australian state or territory or an international licence (with a translation into English if it is not issued in English) appropriate for the class of the Vehicle and not subject to any restriction or condition. Learner drivers and provisional and probatory licence holders are not acceptable and must not drive the Vehicle.
- 2.5 The Vehicle **must not** be driven if Your licence or the licence of any Authorised Driver has been cancelled or suspended within 2 years of the date of the Hire Agreement.

### 3 Prohibited Use

- 3.1 The Vehicle **must not** be driven by You or any Authorised Driver:
- (a) if You or any Authorised Driver is intoxicated or under the influence of drugs or alcohol or has a blood alcohol content or any urine or oral fluid sample that exceeds the limit set by law;
  - (b) recklessly or dangerously; or
  - (c) whilst the Vehicle is damaged or unsafe.
- 3.2 You and any Authorised Driver **must not**:
- (a) fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment; or
  - (b) use the Vehicle:
    - (i) for any illegal purpose;
    - (ii) to move dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
    - (iii) in connection with the motor trade for experiments, tests, trials or demonstration purposes; or
    - (iv) in an unsafe or un-roadworthy condition.
- 3.3 You and any Authorised Driver **must not**:
- (a) damage the Vehicle deliberately or recklessly 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.
- 3.4 You and any Authorised Driver **must not** use the Vehicle:
- (a) to carry passengers for hire, fare or reward or for rideshare purposes; or
  - (b) to carry more than the number of passengers for which the Vehicle is licensed.
- 3.5 You and any Authorised Driver **must not**:
- (a) use the Vehicle to transport any pets or animals except assistance animals; or
  - (b) smoke in the Vehicle and You **must** prevent any passenger from doing so. Additional cleaning and deodorising costs must be paid if there is a breach of this clause.

### 4 Where the Vehicle can and cannot be used

#### 2WD Vehicles

- 4.1 If the Vehicle is a Two Wheel Drive Vehicle it **must only** be driven:
- (a) on a Sealed Road; and
  - (b) for local use in:
    - (i) Doomadgee;
    - (ii) Burketown; or
    - (iii) transit between Doomadgee and Burketown, unless We have given Our prior written permission prior to the Start of the Hire and it is noted on the Hire Agreement.

#### 4WD/AWD Vehicles

- 4.2 If the Vehicle is a Four Wheel Drive or All Wheel Drive Vehicle it **must only** be driven on:
- (a) a Sealed Road; or
  - (b) an unsealed road that is formed and constructed and maintained by a commonwealth, state or local government authority, is in good condition and upon which it is safe to drive the Vehicle.
- 4.3 Four Wheel Drive and All Wheel Drive Vehicles **must never** be driven:
- (a) further than:
    - (i) Normanton to the north east;
    - (ii) Burke & Wills roadhouse to the east; or
    - (iii) Hell's Gate Roadhouse to the west; or
  - (b) to Point Parker/Old Doomadgee to the north, unless We have given Our prior written permission prior to the Start of the Hire and it is noted on the Hire Agreement and then only if it is not the Wet Season.
- 4.4 Four Wheel Drive and All Wheel Drive Vehicles are not designed for and **must never** be driven in heavy mud, sand or on or over rocky surfaces. Any Damage to the Vehicle that occurs as a result of a breach of this clause is excluded from Damage Cover and will be the responsibility of You or any Authorised Driver.



#### **All Vehicles**

4.5 The Vehicle **must not** be driven in any area that is prohibited by Us. Prohibited areas include:

- (a) any area that is Off Road or **unsealed**
- (b) roads that are prone to flooding or are flooded;
- (c) any water crossing;
- (d) beaches, streams, rivers, creeks, dams and floodwaters;
- (e) any road where the police or an authority has issued a warning;
- (f) any road that is closed; and
- (g) any road where it would be unsafe to drive the Vehicle.

#### **Wet Season**

4.6 The Wet Season runs from 1 October until 1 March in the following year and during that period extra precautions **must** be taken for the safety of the Vehicle and in addition to the obligations in clause 4.5 You **must**:

- (a) drive slowly to avoid aquaplaning and skidding;
- (b) drive with Your lights on low beam;
- (c) use Your air conditioner or demister to keep the windscreen clear of condensation;
- (d) avoid braking suddenly or accelerating or turning quickly to reduce Your chances of skidding; and
- (e) watch out for landslides as heavy rain can cause layers of rock and soil to dislodge.

4.7 During the Wet Season there are additional restrictions that apply to Four Wheel Drive and All Wheel Drive Vehicles which **must** only be driven:

- (a) in Doomadgee;
- (b) in Burketown; or
- (c) for transit between Doomadgee and Burketown.

#### **5 Your obligations**

5.1 At the Start of the Hire and before collecting the Vehicle You **must** provide Your credit card which We may pre-authorise to pay Your total estimated Hire Charges plus a deposit, as security. The primary credit card holder **must** be present at the Start of the Hire.

5.2 At the Start of the Hire You **must** also inspect the Vehicle to make sure that any pre-existing damage is noted and shown in the Hire Agreement. At the End of the Hire You **must**:

- (a) return the Vehicle in the same condition it was in at the Start of the Hire, fair wear and tear excepted;
- (b) pay the Hire Charges, including any adjustment for extra kilometres;
- (c) pay up to the **Damage Excess (\$5000)** if there is Damage or Third Party Loss as a result of an Accident or the Vehicle is stolen;
- (d) pay any costs We incur, including extra cleaning costs under clause 3.5, in reinstating the Vehicle to the same condition it was in at the Start of the Hire, fair wear and tear excepted;
- (e) pay for:
  - (i) all Damage arising from a Major Breach of the Hire Contract;
  - (ii) Damage arising from a Single Vehicle Accident;
  - (iii) Damage arising from the Vehicle being driven on **unsealed roads** or in heavy mud, sand or on or over rocky surfaces; and
  - (iv) all Overhead Damage, all Underbody Damage; and any Damage caused by the immersion of the Vehicle in water.

5.4 You and any Authorised Driver **must** pay all speeding and traffic fines and infringements as well as any fines or charges imposed for parking or using the Vehicle or release of the Vehicle if it has been seized by a regulatory authority.

5.5 If We pay for any fines or infringements incurred by You during the Hire Period We will charge You an Administrative Fee for all such payments as well as charging You for the fine or infringement.

5.6 You **must** 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;

5.7 You and any Authorised Driver **must** make sure that the Vehicle is locked when not in use or unattended and the keys or remote control device **must** be kept in Your possession, or that of any Authorised Driver, at all times.

5.8 You and any Authorised Driver **must** take reasonable care of the Vehicle by:

- (a) preventing it from being damaged;
- (b) making sure that it is protected from the weather;
- (c) maintaining the engine and brake oils and coolant level and tyre pressures and if the Hire Period is seven days or more by checking these no less than on a weekly basis;
- (d) using the correct fuel type; and
- (e) making sure it is not overloaded.

5.9 If the Vehicle develops a fault during the Hire Period:

- (a) You **must** inform Us immediately;
- (b) You **must not** drive the Vehicle unless We have authorised You to do so; and
- (c) You **must not** let anyone else repair or work on the Vehicle or tow or salvage of it without Our prior written authority to do so.

5.10 Where We have given You Our prior authority to repair, tow or salvage the Vehicle 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 Major Breach of the Hire Contract.

#### **6 Our obligations**

6.1 We will provide You with a Vehicle that is of acceptable quality and in good working order.

6.2 If the Vehicle breaks down during the Hire 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 where one is available.

6.3 We are not responsible for any consequential loss You may suffer if the Vehicle breaks down unless this is because of Our negligence.

#### **7 Damage Cover**

7.1 Damage Cover is NOT included in the Hire Charges.

Subject to these Terms and Conditions:

- 7.2 (a) if You or any Authorised Driver has an Accident:
  - (i) in which the Vehicle suffers Damage; or
  - (ii) there is Third Party Loss; or
- (b) if the Vehicle is stolen or damaged, we will indemnify You and the Authorised Driver for the Damage, theft, or Third Party Loss but You **must** pay an amount up to the **Damage Excess (\$5,000)** for each Accident or theft claim unless We agree that You were not at fault and the other party's insurance company accepts liability.



- 7.3 There is no Damage Cover if the Vehicle is by any person who is less than 25 or more than 75 years of age and allowing anyone who is less than 25 or more than 75 to drive the Vehicle is a Major Breach of the Hire Contract.
- 7.4 There is no Damage Cover, and You and any Authorised Driver are liable, for:
- (a) Damage or Third Party Loss arising from:
- (i) a Major Breach of the Hire Contract; or
  - (ii) the use of the Vehicle by any driver who is not an Authorised Driver;
- (b) Damage arising from a Single Vehicle Accident;
- (c) Damage arising from the Vehicle being driven on **unsealed roads** or in heavy mud, sand or on or over rocky surfaces; and
- (d) Overhead Damage, Underbody Damage and Damage caused by immersion of the Vehicle in water.
- 7.5 There is no Damage Cover for personal items that are left in or stolen from the Vehicle or for loss or damage to property belonging to or in the custody of:
- (a) You;
  - (b) any relative, friend or associate of Yours ordinarily residing with You or with whom You ordinarily reside;
  - (c) any relative, friend or associate of an Authorised Driver; or
  - (d) Your employees or fellow employees.
- 8 Hire Period, costs & charges**
- 8.1 The Hire Agreement shows:
- (a) the Hire Period for which You have hired the Vehicle; and
  - (b) the Hire Charges.
- 8.2 At the End of the Hire You **must** return the Vehicle on the date and by the time shown in the Hire Agreement. If You require the Vehicle for longer than the Hire Period, You **must** notify Us at least 24 hours prior to the expiration of the Hire Period. If You fail to request an extension and You do not return the Vehicle at the scheduled time We may terminate the Hire Contract and 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 as stolen to the Police.
- 8.3 If You return the Vehicle:
- (a) more than one hour after the time set for its return in the Hire Agreement We will charge You \$25 per hour up to one full day's hire and a further full day's hire at the standard rate for each 24 hour period or part thereof until the Vehicle is returned to Us; or
  - (b) at any time other than during Our normal business hours You **must** pay for the daily Hire Charges and all Damage until the Hire Location next opens for business.
- 8.4 The Vehicle is supplied with a full tank of fuel. If the Vehicle is returned with less than a full tank of fuel You will be charged for the fuel used plus an Administrative Fee.
- 8.5 A daily limit of 100 kilometres applies unless You have Our prior written approval to have this fee waived and it is noted on the Hire Agreement. The daily limit is calculated over the Hire Period and for each day You exceed that limit You will incur additional fees as follows:
- (a) 75 cents per kilometre for the first 100 kilometres in excess of the free daily kilometre limit; and
  - (b) \$1.00 per kilometre in excess of the limit in clause (a).
- 8.6 At the End of the Hire You **must** also pay for all amounts owing pursuant to clause 5.2 and any moneys owed to Us thereafter accrue interest at the rate of 10% per annum commencing 14 days after the End of the Hire. Any amount payable under the Hire Contract is subject to subsequent verification and adjustment and details of any adjustments will be provided to You as soon as practicable. If any amount is due to Us or remains unpaid You authorise Us to debit Your credit card with that amount within a reasonable time after the End of the Hire.
- 8.7 If You default in the payment of any moneys owed to Us under the Rental Contract, 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.
- 8.8 **Cancellation**
- If:
- (a) Your booking is cancelled within 24 hours prior to the Start of the Rental; or
  - (b) You fail to notify Us of Your intended cancellation prior to the Start of the Rental, You will be charged the hire charges for the Hire Period as booked unless We are able to hire the Vehicle to another hirer for an equivalent term and rate.
- 9 Accidents or breakdowns**
- 9.1 We are not responsible for:
- (a) Damage as a result of use of the incorrect fuel type;
  - (b) a flat battery because the lights or entertainment systems have been left on;
  - (c) lost keys or remote control device; or
  - (d) keys or remote control device locked in the Vehicle, and extra charges will apply if any of these services are provided at Your request.
- 9.2 If You or an Authorised Driver has an Accident or if the Vehicle is stolen You **must** report the Accident or theft to Us within 24 hours of it occurring and fully complete an Accident/Theft report form.
- 9.3 If the Vehicle is stolen or if You or an Authorised Driver of the Vehicle has 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, You or the Authorised Driver **must** also report the theft or Accident to the Police.
- 9.4 If You or an Authorised Driver has an Accident You and the Authorised Driver **must**:
- (a) exchange names and addresses with the other driver;
  - (b) obtain the names, addresses and phone numbers of all witnesses;
  - (c) not make any admission of fault or promise to pay the other party's claim or release the other party from any liability;
  - (d) forward all third party correspondence or court documents to Us within 7 days of receipt; and
  - (e) co-operate with Us in the prosecution of any legal proceedings that We may institute or defence of any legal proceedings which may be instituted against You or Us as a result of an Accident, including attending Our lawyer's office or any Court hearing.
- 10 Consequences of a Major Breach of the Hire Contract**
- 10.1 If You or any Authorised Driver:
- (a) commit a Major Breach of the Hire Contract in a way that causes Damage, theft of the Vehicle or Third Party Loss; or
  - (b) drive the Vehicle in a reckless manner so that a substantial breach of road safety legislation, including Part 3 of Chapter 5 of the Transport Operations (Road Use Management) Act 1995 (Qld) or section 328A of the Criminal Code (Qld) has occurred,



You and any Authorised Driver:

- (i) have no Damage Cover;
- (ii) are liable for all Damage, theft of the Vehicle and Third Party Loss; and
- (iii) are liable for and **must pay** any additional costs or expenses We incur as direct consequence thereof.

10.2 Acting reasonably, We may terminate the Hire Contract and take immediate possession of the Vehicle if a breach of any part of clause 10.1 has occurred.

#### 11 Other general provisions

11.1 The Hire Contract is governed by the laws of Queensland and You agree that courts in that state have non-exclusive jurisdiction to determine any dispute that arises between You and Us.

11.2 The Australian Consumer Law provides You with rights that are not affected by the Hire Contract and any provision in this contract is subject to the implied terms and conditions of that and any corresponding Federal or State legislation.

11.3 We may fit a GPS Device to the Vehicle to enable Us to track the Vehicle while it is out of Our possession. When you sign these Terms and Conditions You authorise Us to use the GPS Device to track the Vehicle until it is returned to Us.

#### 12 Definitions

When You read these Terms and Conditions You will see that there are a number of terms that occur regularly throughout this document. These words or phrases have a specific meaning each time they appear and You should familiarise Yourself with them.

**Accident** means an unintended and unforeseen incident, including:

- (a) a collision between the Vehicle and another vehicle or object; or
- (b) a weather event, including hail Damage, that results in Damage or Third Party Loss.

**Administrative Fee** means a fee of up to \$75 including GST for the administrative costs associated with Your hire.

**Authorised Driver** means any driver of the Vehicle who is approved by Us and who is recorded on the Hire Agreement prior to the Start of the Hire.

**Damage** means:

- (a) any damage to the Vehicle including its parts, components and accessories that is not fair wear and tear;
- (b) towing and salvage costs;
- (c) assessing fees; and
- (d) Loss of Use, and for the removal of doubt, any Damage to the windscreen, headlights, lights or tyres that makes the Vehicle unroadworthy is **not** fair wear and tear.

**Damage Excess** means the amount, including GST, up to which You must pay Us in the event of an Accident that causes Damage or Third Party Loss or the Vehicle has been stolen.

**End of the Hire** means the date and time shown in the Hire Agreement or the date and time the Vehicle is returned to Us, whichever is the later.

**GPS Device** means a GPS or other device that is fitted to the Vehicle that has electronic tracking capabilities.

**Hire Charges** means the charges payable for renting the Vehicle from Us together with GST and any other taxes or levies which are all fully set out in the Hire Agreement.

**Hire Location** means Doomadgee Roadhouse, corner Savannah Way and Goodeedawa Road, Doomadgee, Queensland 4830.

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

**Loss of Use** means Our loss calculated on a daily basis at the daily rate shown in the Hire Agreement because the Vehicle is being repaired or replaced if it is written off as a result of an Accident or it has been stolen.

**Major Breach** means a breach of any of clauses, 2.1, 2.3, 2.4, 2.5, 3.1, 3.2, 3.3, 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 5.7, 5.8 or 5.9 that causes Damage, theft of the Vehicle or Third Party Loss.

**Off Road** means any area that is not a Sealed Road or 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, sand, deserts, rocks, fields and paddocks.

**Overhead Damage** means:

- (a) Damage at or above the level of the top of the front windscreen of the Vehicle; or
- (b) 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 its path;
  - (ii) objects being placed on the roof of the Vehicle; or
  - (iii) You or any person standing or sitting on the roof of the Vehicle.

**Sealed Road** means a road that has been sealed with a hard material such as tar, bitumen or concrete.

**Single Vehicle Accident** means an Accident that does not involve an impact between the Vehicle and another moving vehicle and includes but is not limited to:

- (a) impacts with animals, roadside infrastructure, vegetation, rocks and obstacles;
- (b) rollovers; and
- (c) impacts with stationary objects including stationary parked vehicles.

**Start of the Hire** means the date and time that the hire commences as shown in the Hire Agreement.

**Third Party Loss** means loss or damage to third party property, including other motor vehicles and any claim for third party loss of income.

**Underbody Damage** means any damage to the Vehicle caused by an impact to the underside of the Vehicle by an impact with the road or any obstruction that does not arise as result of an impact with another vehicle. **Vehicle** means the Vehicle described in the Hire Agreement and includes its parts, components and accessories, including the GPS unit.

**We, Us, Our,** means Doomadgee Roadhouse Pty Ltd ABN 18 123 031 907.

**You, Your** means the person, whether it is an individual, a firm or company that rents the Vehicle from Us and whose name is shown in the Hire Agreement.