HIRE 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.

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

1.4 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 those laws or any other Federal, State or Territory legislation.

1.5 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 means of acknowledgment and acceptance of these Terms and Conditions and Your obligations under the Rental Contract.

2 Who may drive the Vehicle?

2.1 Only You or an Authorised Driver can drive the Vehicle. It is a Major Breach of the Hire Contract if You 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 or Third-Party Loss.

2.2 We set a minimum and maximum age limits for those renting Our Vehicles. You and any Authorised Driver **must** be at least 21 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.

2.3 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 probationary licence holders are not acceptable and **must not** drive the Vehicle.

2.4 The Vehicle **must not** be driven if Your licence or the licence of any Authorised Driver has been cancelled 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, including a zero limit if the Vehicle is used to supply a commercial passenger service;

(b) recklessly or dangerously; or

(c) whilst the Vehicle is damaged or unsafe.

3.2 You and any Authorised Driver **must not** use the Vehicle:

(a) for any illegal purpose;

(b) to move dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;

(c) to propel or tow another vehicle or trailer;

(d) in connection with the motor trade for experiments, tests, trials or demonstration purposes; or

(e) in an unsafe or un-roadworthy condition.

3.3 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;

(b) damage the Vehicle deliberately or recklessly or allow anyone else to do so;

(c) modify the Vehicle in any way;

(d) sell, rent, lease or dispose of the Vehicle; or

(e) 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 transport any pets or animals except assistance animals;

(b) to carry passengers for hire, fare or reward or for rideshare purposes; or

(c) 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 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 the body of the phone is secured in a mounting affixed to the Vehicle and its use does not require manual operation of the phone; or

(ii) to send a text message, video message, email or similar communication unless the Vehicle is parked; or

(b) use the DVD player whilst the Vehicle is in motion or stationery but not parked.

3.6 You and any Authorised Driver **must not** 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.

4.1 The Vehicle **must never** be driven on an Unsealed Road or Off-road.

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

(a) roads that are prone to flooding or are flooded;

(b) beaches, streams, rivers, creeks, dams and floodwaters;

(c) any road where the police or an authority has issued a warning;

(d) any road that is closed; and

(e) any road where it would be unsafe to drive the Vehicle.

4.3 The Vehicle **must never** be driven or used interstate unless You have Our prior written permission prior to the Start of the Hire, and it is noted on the Hire Agreement.

5 Your obligations

5.1 A non-refundable booking deposit ranging from $100 to $200 according to the class of Vehicle applies to Your Hire.

5.2 At the Start of the Hire and before collecting the Vehicle You must:

(a) present Your driver's licence and that of any Authorised Driver and permit copies of the drivers' licences to be made and kept by Us; and

(b) present your passport if you are not an Australian Citizen;

(c) inspect the Vehicle to make sure that any pre-existing damage is noted and shown in the Hire Agreement.

(d) provide a valid payment card and authorise Us to place a pre-authorisation hold for the Security Bond amount shown in the Hire Agreement. A pre-authorisation is not an immediate debit. We may capture or debit only amounts properly payable under the Hire Contract, with an itemised explanation and supporting evidence where applicable. For hires exceeding 28 days, We may process the bond as a payment where expressly disclosed in the Hire Agreement. Release of any unused hold is subject to the card issuer's processing time.

5.3 The Bond is fully refundable to You at the End of the Hire provided that:

(a) all amounts due to Us under the Hire Contract have been paid;

(b) the Vehicle has been returned to the Hire Location at the date and time set in the Hire Agreement;

(c) there is no Damage or Third-Party Loss;

(d) the exterior and interior of the Vehicle are clean;

(e) the Vehicle has a full tank of fuel; and

(f) there has not been a Major Breach of the Hire Contract,

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

5.4 The primary credit card holder must be present at the Start of the Hire and for shorter rentals We may also pre-authorise Your credit card for the anticipated Hire Charges.

5.5 For longer term rentals (one week or more) You and any Authorised Driver must on a weekly basis:

(a) check the oil and radiator water levels;

(b) check the tyres (visually) for wear and correct inflation;

(c) check the indicators, brake lights, headlights and the tail lights for correct operation; and

(d) wash and clean the Vehicle.

5.6 At the End of the Hire You must:

(a) return the Vehicle in the same mechanical condition it was in at the Start of the Hire, fair wear and tear excepted;

(b) return the Vehicle accessories such as the GPS unit, DVD players and radio/stereo units, in the same condition they were in at the Start of the Hire, fair wear and tear excepted;

(c) pay the balance of the Hire Charges (if any), including any adjustment for extra kilometres;

(d) pay the Damage Excess if there is Damage or Third Party Loss as a result of an Accident or the Vehicle is stolen;

(e) pay for any Damage to the Vehicle accessories such as the GPS unit, DVD players and radio/stereo units that is not fair wear and tear,

(f) pay any costs We incur, including extra cleaning costs under clauses 3.4(a) (because pets or animals have been carried), 3.6 (because You or a passenger has smoked in the Vehicle), or 5.5(d) (because You or the Authorised Driver have not washed and cleaned the Vehicle weekly) in reinstating the Vehicle to the same condition it was in at the Start of the Hire, fair wear and tear excluded;

(g) pay for all Damage arising from a Major Breach of the Hire Contract;

(h) pay for all Overhead Damage;

(i) pay for all Underbody Damage; and

(j) pay for any Damage caused by the immersion of the Vehicle in water.

5.7 You and any Authorised Driver must pay all tolls, 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.

5.8 If We pay for any tolls, 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 toll, fine or infringement.

5.9 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;

5.10 You must also comply with all child restraint laws and ensure that for all children under the age of seven years the restraint has been fitted correctly according to the weight and age of the child and that the restraint is properly adjusted

5.11 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.

5.12 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 checking these no less than on a weekly basis;

(d) using the correct fuel type; and

(e) making sure it is not overloaded.

5.13 If during the Hire Period the Vehicle develops a fault You must inform Us immediately and not drive the Vehicle unless We have authorised You to do so and You must not let anyone else repair or work on the Vehicle or towing or salvage of it without Our prior written authority to do so. Where 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 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 **I**f the Vehicle breaks down, subject to the Australian Consumer Law, We are not responsible for:

(a) flights You have missed;

(b) holiday plans that are disrupted;

(c) loss or inconvenience caused by natural disasters such as floods, cyclones, hailstorms, earthquakes or bushfires;

(d) loss of enjoyment; or

(e) consequential or economic loss.

7 Damage Cover

7.1 Standard Damage Cover is included in the Hire Charges and You may purchase at extra cost additional Damage Cover that reduces the amount of the Damage Excess.

7.2 Subject to these Terms and Conditions if You or any Authorised Driver has an Accident or if the Vehicle is stolen, We will indemnify You for the theft, any Damage or Third-Party Loss but You must pay up to the Damage Excess for each Accident or theft unless We agree that You were not at fault and the other party's insurance company accepts liability. The obligation to pay the Damage Excess applies even if You have travel or rental vehicle excess insurance.

7.3 All Accident, attempted theft and theft claims will incur a claim administration fee of $100 in addition to the Damage Excess liability. This fee is to compensate Us for the labour and associated costs with processing your claim.

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) Overhead Damage;

(c) Underbody Damage; and

(d) 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.

7.6 There is no Damage Cover for 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;

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 **Shorter Term Hires (less than 28 days)**

(a) Payment of the Hire Charges by Debit Card or cash is subject to Your completion and Our acceptance of an application for cash hire before the Start of the Hire.

(b) At the Start of the Hire You must pay the anticipated Hire Charges, less the deposit paid.

(c) A failure to pay the Hire Charges will incur a late fee of up to $10 per day and roadside assistance and any other benefits under the Hire Contract are not available whilst any portion of the Hire Charges is unpaid.

8.3 **Longer Term Hires (28 days or more)**

(a) The minimum Hire Period for longer term hires is 28 days, and the Hire Period is automatically renewed for a further 28 days at the expiration of each 28-day Hire Period and subject to these Terms and Conditions continues until terminated pursuant to clause **Error! Reference source not found.**.

(b) At the Start of the Hire and before collecting the Vehicle in addition to Your obligations under clause 5.2 You must pay 7 days' Hire Charges in advance at the rate shown on the Hire Agreement.

(c) During the Hire Period, at weekly intervals You must pay Us by authorised recurring direct debit or payment card recorded with Us (bank transfers are not accepted unless We agree in writing):

(i) the Hire Charges for the next 7 days in advance; and

(ii) all amounts paid or payable arising out of Your use of the Vehicle or imposed on You or Us by any regulatory or other competent authority, such as parking infringements, speeding and traffic fines.

(d) Either party may terminate the Hire Contract by providing the other party with a written notice of their intention to do so, such notice to be received not less than 28 days prior to the expiration of the 28 day Hire Period.

(e) Unpaid Hire Charges will incur a late payment fee of up to $10 per week, and if You default in payment for one (1) day or more, We may issue a default notice and, if the default remains unresolved, terminate the Hire Contract and recover the Vehicle by lawful means in accordance with clause 14.5. No recovery action permits unlawful entry, threats or unreasonable conduct.

8.4 **End of the Hire**

(a) For shorter term hires You must return the Vehicle at the End of the Hire Period 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.

(b) For longer term hires of 28 days or more, the Vehicle must be returned by no later than the last day of the termination notice period in clause **Error! Reference source not found.**.

(c) If You fail to return the Vehicle, we may recover the Vehicle by lawful means if its location is known, but if it is unknown, after making reasonable attempts to contact You, we will report the Vehicle as stolen to the Police.

(d) If You return the Vehicle:

(i) 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; and

(ii) (i) with less than a full tank of fuel a refuelling charge of $55 (including GST) plus the cost of the fuel, will apply;

(iii) at any time other than during Our normal business hours, You are liable for and **must** pay:

(A) the daily Hire Charges; and

(B) Damage to the Vehicle and Third party Loss,

until the Hire Location next opens for business a final inspection of the Vehicle has been conducted.

(e) If it is not possible to conduct an inspection of the Vehicle with You at the end of the Hire Period, We will use Our best endeavours to confirm the condition of the Vehicle with You within 2 working days of the final inspection.

(f) A daily limit of 200 kilometres (calculated over the Hire Period) applies unless You have Our prior written approval to have this fee waived and it is noted on the Hire Agreement. For each day You exceed that limit You will incur an additional fee of thirty-five cents (35c) per kilometre.

(g) At the End of the Hire You must also pay for all amounts owing pursuant to clauses 5.6 and 8.4 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.

8.5 **Credit card authority**

If any amount is due to Us or remains unpaid, including:

(a) for tolls;

(b) speeding and traffic fines and infringements;

(c) fines or charges imposed for parking;

(d) extra cleaning costs

(e) refuelling costs; or

(f) the Damage Excess payable under clause 7.2,

You authorise Us to debit Your credit card with that amount within a reasonable time after the End of the Hire.

8.6 **Default in payment**

If You default in the payment of any moneys owed to Us under the Hire 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, commission and any legal costs; and

(c) 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.

9 Cancellation

If:

(a) Your booking is cancelled within 48 hours prior to the Start of the Hire; or

(b) You fail to notify Us of Your intended cancellation prior to the Start of the Hire,

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.

10 Servicing and Maintenance

10.1 It is Our responsibility to keep the Vehicle regularly serviced. If the Hire Period is more than 28 days, You **must** take the Vehicle to Our nominated service agency at no less than 10,000 kilometre intervals at a time and on the date and at the location notified to You or on another day and time as We shall mutually agree. If You fail to attend a service appointment any charges, we incur will be passed onto You.

10.2 We will pay for the service, parts, tyres and any other issues with the Vehicle providing that these issues were not caused by You or any Authorised Driver.

10.3 To ensure the Vehicle is properly maintained, at intervals of no less than 14 days, You **must** photograph the Vehicle's odometer and email the photo to info@t-ranz.com.au or text it to **0404 441 630.**

11 Accidents or breakdowns

11.1 Twenty-four-hour roadside assistance is provided free of charge and You **must** contact the service provider, NRMA Roadside Assistance, on **1300 369 349** and quote the registration number to arrange that assistance. Provided there has not been a Substantial Breach Our roadside assistance provider will supply all practical assistance as soon as practicable.

11.2 We are not responsible for:

(a) use of the incorrect fuel type;

(b) a flat battery because the lights or entertainment systems have been left on;

(c) tyre changing;

(d) lost keys or remote control device; or

(e) keys or remote control device locked in the Vehicle,

and extra charges will apply if any of these services are provided at Your request.

11.3 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.

11.4 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.

11.5 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) take a photo of the other driver's licence;

(c) take as many photos as is reasonable showing: take the registration numbers of all vehicles involved;

(d) take as many photos as is reasonable showing: the position of the Vehicles before they are moved for towing or salvage

(e) take as many photos as is reasonable showing: the Damage to the Vehicle

(f) take as many photos as is reasonable showing: the damage to any third-party vehicle or property; and

(g) take as many photos as is reasonable showing:the general area where the Accident occurred, including any road or traffic signs;

(h) obtain the names, addresses and phone numbers of all witnesses;

(i) not make any admission of fault or promised to pay the other party's claim or release the other party from any liability;

(j) forward all third party correspondence or court documents to Us within 7 days of receipt; and

(k) 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.

12 Consequences of a Major Breach of the Hire Contract

12.1 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 the Division 6 of the Crimes Act 1900 (NSW), or equivalent legislation in other states (where You have Our prior permission to take the Vehicle interstate), 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.

12.2 Acting reasonably, we may terminate the Hire Contract and take immediate possession of the Vehicle if a breach of any part of clause 12.1 has occurred.

13 Personal Property Securities Act 2009

13.1 You will have no right to, or interest in, the Vehicle other than as a bailee and will not endeavour to obtain any other right or interest by Yourself or Your nominee.

13.2 You acknowledge that the Hire Contract may create a security interest (**Security Interest**) (as that term is defined in the Personal Property Securities Act 2009 (**PPSA**)) in the Vehicle and that We may register the Security Interest on the Personal Property Securities Register.

13.3 If the Hire Contract creates a Security Interest to which the PPSA applies, You agree to do anything (such as obtaining consents, signing and producing documents, getting documents completed and signed, and supplying information) within Your reasonable control and which We ask and reasonably consider necessary for the purposes of:

(a) ensuring that the Security Interest is enforceable, perfected and otherwise effective;

(b) enabling Us to apply for any registration, complete any financing statement or give any notification in connection with the Security Interest; or

(c) enabling Us to exercise rights in connection with the Security Interest.

13.4 You agree to cause any financing statements required of You pursuant to clause 13.3 to be registered at such times as reasonably directed by Us.

13.5 We need not give any notice under the PPSA (including a verification statement) unless the notice is required by the PPSA and the requirement to give it cannot be excluded or has not been excluded by clause 13.7.

13.6 We and You agree that You and We are not required to, and **must not**, without the other party's consent, disclose any information of the kind referred to in section 275(4) of the PPSA unless section 275(7) of the PPSA applies.

13.7 We and You agree that the following provision of the PPSA do not apply to this agreement, to the extent that the PPSA permits the parties to contract out of such provisions:

(a) section 95 (to the extent that it requires a secured party to give a notice to the grantor);

(b) section 96;

(c) section 121(4);

(d) section 125;

(e) section 130 (to the extent that it required a secured party to give notice to a grantor);

(f) section 132(3)9d);

(g) section 132(4);

(h) section 135;

(i) section 142; and

(j) section 143.

13.8 You acknowledge and agree that:

(a) You have received valuable consideration from Us;

(b) attachment of the Security Interest to the Vehicle shall in no way be deferred or postponed;

(c) the Security Interest shall remain in force until We confirm that You have paid all amounts and performed all obligations under the Hire Contract;

(d) You shall not grant or permit to subsist any other security interest, encumbrance or lien over the Vehicle; and

(e) You shall give Us prior written notice of any proposed change of You name or address.

14 Other general provisions

14.1 The Hire Contract is governed by the laws of the state or territory in which the Hire Located is situated and You agree that courts in that state or territory have non-exclusive jurisdiction to determine any dispute that arises between You and Us.

14.2 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.

14.3 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.

ADDITIONAL OPERATIONAL TERMS — PROPOSED AMENDMENTS

14.4 Recurring payments and payment default

You authorise Us to debit the payment card or direct debit account identified in the Hire Agreement for the agreed weekly Hire Charges in advance and for other amounts properly payable under this Hire Contract. We will disclose the payment schedule and applicable fees before the Hire begins. You must maintain a valid payment method and promptly update expired or replaced card details. If a payment fails, we may notify You and request payment or replacement payment details. Any dishonour or late fee must be disclosed in advance, reasonable and permitted by law. Failure to remedy a material payment default after reasonable notice may result in termination and lawful recovery of the Vehicle, subject to applicable law and the Hire Agreement.

14.5 Lawful repossession and recovery costs

If the Hire Contract is lawfully terminated or the Vehicle is not returned when required, You must promptly return the Vehicle and cooperate with reasonable recovery arrangements. We may locate and recover the Vehicle only by lawful

means, using reasonable notice where practicable and without unlawful entry or interference. You must pay reasonable and evidenced third-party towing, transport, storage and key replacement or reprogramming costs directly caused by Your breach, to the extent permitted by law. We will provide an itemised account and will not charge fixed recovery amounts unrelated to the costs reasonably incurred.

14.6 Separate Accidents and Damage Excess

The Damage Excess shown in the Hire Agreement applies separately to each distinct Accident or theft claim, subject to the Damage Cover provisions. Damage arising from one continuous event will ordinarily be treated as one Accident even if several parts of the Vehicle are damaged. We will not charge multiple excesses merely because more than one repair item or third-party claim results from the same event. We will provide the basis for treating incidents as separate claims and supporting documents as soon as reasonably practicable.

14.7 Overdue servicing and maintenance

You must make the Vehicle available for servicing at the intervals and appointments required by clause 10.1 and promptly notify Us if the service warning appears or the Vehicle approaches its service interval. You must not continue driving when We reasonably instruct You to stop because of a safety or mechanical concern. If You fail to comply after reasonable notice, You are liable for the reasonable additional costs or Damage directly caused by that failure, but not for ordinary wear and tear or a fault for which We are responsible. We remain responsible for arranging and paying for routine servicing as provided in clause 10.

14.8 No sub-hire or unauthorised transfer of possession

You must not sub-hire, lend, lease, assign or transfer possession or control of the Vehicle to another person or business without Our prior written approval. Employees, contractors and other persons may drive only if they are approved Authorised Drivers recorded in the Hire Agreement. You remain responsible for complying with the Hire Contract and must notify Us promptly if the Vehicle is no longer in Your authorised possession.

14.9 Commercial Vehicle loading and cargo

Where the Vehicle is a van, truck, bus or other Commercial Vehicle, You must comply with all applicable gross vehicle mass, gross combination mass, axle load, passenger, towing and load restraint limits. You must safely distribute and secure goods, equipment and cargo and must not operate a Vehicle while overloaded. You are responsible for reasonable repair costs for Damage directly caused by negligent or improper loading, unloading, securing or carrying of cargo, subject to the Damage Cover provisions and applicable law. Normal wear and tear is excluded. You remain responsible for goods carried in the Vehicle except to the extent that law provides otherwise.

14.10 Bond retention and post-return adjustments

The Security Bond is security for amounts properly payable under the Hire Contract and is not automatically forfeited because of a breach. After return, We may identify tolls, infringements, excess kilometres, fuel, cleaning or Damage charges that were not reasonably ascertainable at return. We will provide an itemised statement and supporting information where reasonably available, charge only amounts properly payable and refund or release any unused balance promptly, subject to reasonable processing and card issuer timeframes. You may dispute an adjustment under clause 14.14.

14.11 Electronic tolls and administration

You are responsible for tolls incurred during the Hire Period. Where We receive toll invoices or operator charges relating to Your use, We may recharge the actual tolls and a reasonable administration fee disclosed in the Hire Agreement or fee schedule, for processing those transactions. Tolls may be invoiced periodically, including after the Vehicle is returned where the operator sends delayed charges. We will provide a transaction summary on request and will not impose duplicate administration charges for the same processing work.

14.12 Changes to long-term rental rates

The rate agreed for the current fixed Hire Period will not be increased unilaterally. Any proposed rate change for a subsequent renewal period must be notified in writing at least 28 days before that renewal and must state the new rate and effective date. You may decline the change and end the Hire at the end of the current period in accordance with the agreed termination arrangements, without a penalty for declining the new rate. Any variation during a current period requires Your express agreement.

14.13 Replacement and substitute Vehicles

If a Vehicle becomes unavailable because of a breakdown, safety concern, repair or other operational reason, We may offer a reasonably equivalent substitute Vehicle, subject to availability and Your acceptance. We will disclose any difference in vehicle class, permitted use, kilometre allowance, insurance excess or charges before the substitution. No higher rate will apply without Your agreement. If an appropriate substitute cannot be provided, Your rights and any refund or remedy will be determined under the Hire Contract and the Australian Consumer Law.

14.14 Complaints, charge reviews and dispute resolution

If You dispute a Damage charge, excess, toll, bond deduction or other amount, You may contact Us in writing using the contact details in the Hire Agreement. We will acknowledge the complaint within a reasonable time, review the information supplied and provide available photographs, inspection records, estimates, invoices or other evidence reasonably relevant to the charge. We will explain the outcome and any adjustment in writing. We will not unreasonably obstruct a genuine dispute, and nothing in this clause limits Your rights under the Australian Consumer Law or to seek assistance from a regulator or court.

14.15 Major Breach and Damage Cover interpretation

A breach of these additional operational obligations does not, by itself, automatically remove Damage Cover. The consequences of any breach are governed by the express Damage Cover provisions, the definition of Major Breach, the nature and consequences of the breach, the insurer's applicable requirements and the law. Any termination, charge or recovery action must be reasonable and proportionate.

15 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, including animals and roadside infrastructure

(b) rollovers; and

(c) weather event, including hail Damage,

that results in Damage or Third-Party Loss.

Administrative Fee means a fee of up to $55 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.

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 more than 12 persons including the driver.

Damage means any damage to the Vehicle including its parts, components and accessories, towing and assessing fees and 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 T-Ranz Rentals Premises in Sydney, Canberra, Melbourne & Brisbane.

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, 2.2, 2.3, 2.4, 3.1, 3.2, 3.3, 4.1, 4.2, 4.3, 5.11, 5.12, or 5.13 that causes Damage, theft of the Vehicle or Third Party Loss; or
- clauses 11.3, 11.4, or 11.5 that prevents Us from properly investigating a claim arising from an Accident or theft or from prosecuting or defending any Accident or theft claim.

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.

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.

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 Hire Agreement and includes its parts, components and accessories, including, the GPS unit and all Vehicle entertainment units including DVD players, radio and stereo units.

We, Us, Our, means Ravs Complete Solutions Pty Ltd trading as T-Ranz Rentals 95 169 704 545.

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.