

# Tassie Motorshacks

ABN 79 877 833 959

## Rental Terms and Conditions

### 1. Introduction

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#### 1.1. Rental Contract

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

- (a) the agreement (**Rental Agreement**) You have signed to hire the Vehicle from Us;
  - (b) the Handover Inspection Report; and
  - (c) these rental Terms and Conditions (**Terms and Conditions**),
- and together they create binding and enforceable legal obligations.

#### 1.2. Jurisdiction

The Rental Contract is governed by the laws of Tasmania and You agree that courts in that state have non-exclusive jurisdiction to determine any dispute that 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 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 means of acknowledgment and acceptance of these Terms and Conditions and Your obligations under the Rental Contract.

#### 1.5. Amending these Terms and Conditions

We may amend these Terms and Conditions by providing You with 30 days' notice in writing. If You do not accept the amendments or replacement, You **must** return the Vehicle prior to the end of the 30 day period.

### 2. Who may drive the Vehicle?

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#### IMPORTANT NOTICE

**A breach of any part of this clause 2 is a Major Breach of the Rental Contract that excludes Your entitlement to Damage Cover. See clause 12 for further details.**

#### 2.1. Authorised Drivers

Only You or an Authorised Driver can drive the Vehicle. Allowing anyone who is not an Authorised Driver to drive constitutes a Major Breach of the Rental Contract that excludes You and any Authorised Driver from all entitlement to Damage Cover indemnity under clause 8 of these Terms and Conditions.

#### 2.2. Age limits

- (a) There is a minimum and maximum age limit for those renting Our Vehicles.
- (b) 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 that restriction before the Start of the Rental and it is shown in the Rental Agreement.

#### 2.3. Licence requirements

- (a) You and any Authorised Driver **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; and
  - (iii) not subject to any restriction or condition.
- (b) Learner drivers and provisional and probationary licence holders are not acceptable and **must not** drive the Vehicle.

#### 2.4. Cancelled and suspended licences

The Vehicle **must not** be driven:

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

#### 2.5. False information

The Vehicle **must never** be driven by You or an Authorised Driver who has provided a false or misleading name, age, address or driver's licence.

#### 2.7. Prior insurance history

The Vehicle **must not** be driven by You or an Authorised Driver if either You or the Authorised Driver has been refused motor vehicle insurance or had a policy of motor insurance cancelled or declined by an insurer at any time prior to entering into the Rental Contract.

### 3. Prohibited Use

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#### IMPORTANT NOTICE

**A breach of any part of this clause 3 is a Major Breach of the Rental Contract that excludes Your entitlement to Damage Cover. See clause 12 for further details.**

#### 3.1. Prohibited driving

The Vehicle **must not** be driven by You or any Authorised Driver:

- (a) whilst intoxicated or under the influence of drugs or alcohol or with a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit set by law;
- (b) recklessly or dangerously; or
- (c) whilst the Vehicle is damaged, unsafe or unroadworthy.

#### 3.2. Prohibited conduct

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) use the Vehicle:
  - (i) for any illegal purpose;
  - (ii) to move dangerous, hazardous, biohazardous, infectious, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
  - (iii) to propel or tow another vehicle or a trailer;
  - (iv) to carry or transport illegal drugs or substances; or
  - (v) in connection with the motor trade for experiments, tests, trials or demonstration purposes; 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 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.

#### 3.3. Prohibited actions

- (a) You and any Authorised Driver **must not**:
  - (i) damage the Vehicle deliberately or recklessly or allow anyone else to do so;
  - (ii) modify the Vehicle in any way;
  - (iii) sell, rent, lease or dispose of the Vehicle; or
  - (iv) register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009.
- (b) You and any Authorised Driver **must not** use the Vehicle to carry:
  - (i) passengers for hire, fare or reward or for rideshare purposes;
  - (ii) more than the number of passengers for which the Vehicle is licenced; or
  - (iii) any load that exceeds the limits for which the Vehicle was designed, constructed, registered or licenced.

### 4. Prohibited areas of use

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#### IMPORTANT NOTICE

**A breach of any part of this clause 4 is a Major Breach of the Rental Contract that excludes Your entitlement to Damage Cover. See clause 12 for further details.**

#### 4.1. Prohibited roads

The Vehicle **must never** be driven:

- (a) on an Unsealed Road **unless** it is:
  - (i) a well-maintained access road to caravan and campervan parks, official camping areas or officially recognised tourist attractions; and
  - (ii) less than 500 metres in length;
- (b) Off Road; or
- (c) in any area where snow has fallen or is likely to fall.

#### 4.2. Prohibited areas

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, sand dunes, 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. Use in Tasmania only

The Vehicle **must** only be driven in Tasmania and **must never** be taken out of the state under any circumstances.

### 5. Your obligations

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#### IMPORTANT NOTICE

**A breach of any of clauses 5.7, 5.8, 5.9, 5.10 or 5.12 is a Major Breach of the Rental Contract that excludes Your entitlement to Damage Cover. See clause 12 for further details.**

#### 5.1. Booking deposit

- (a) A deposit of \$500 is required to secure Your booking of the Vehicle.
- (b) Only Visa and MasterCard are accepted.

#### 5.2. Start of the Rental

At the Start of the Rental 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;
- (b) present Your passport if You are not an Australian citizen;
- (c) fully inspect the Vehicle to ensure that the condition of the Vehicle and any pre-existing damage is accurately noted and shown in the Handover Inspection Report. If there is any discrepancy You **must** notify Us prior to leaving the Rental Station;
- (d) pay the anticipated Rental Charges; and
- (e) the Security Deposit of \$1,500.00.

#### 5.3. Security Deposit

- (a) The Security Deposit will be retained by Us as a security for the performance of any of Your obligations and liabilities under the Rental Contract and is fully refundable to You ten (10) business days after the End of the Rental provided that:
  - (i) all amounts due to Us under the Rental Contract have been paid, including cleaning and refuelling costs;
  - (ii) the Vehicle has been returned to the Rental Station at the date and time set in the Rental Agreement;
  - (iii) there is no Damage (except for reasonable wear and tear) or Third Party Loss;
  - (iv) the equipment supplied and listed in clause 7.1 is clean and in the same condition it was in at the Start of Rental, subject to reasonable wear and tear;
  - (v) the fire extinguisher listed in clause 7.1(b) is unused;
  - (vi) the exterior and interior of the Vehicle are clean;
  - (vii) the Vehicle has a full tank of fuel; and
  - (viii) there has not been a Major Breach of the Rental Contract.
- (b) If at the End of the Rental You fail to pay any of the amounts in clause 5.3(a) for which You are liable, We will apply the Security Deposit against those outstanding amounts.

#### 5.4. During Your rental

- (a) On a daily basis You **must**:
  - (i) check the oil levels and that there is coolant in the radiator;
  - (ii) inspect the Vehicle for oil, water and fuel leaks, and Damage;
  - (iii) check tyre pressure for correct inflation;
  - (iv) check the tyres visually for wear; and
  - (v) check the indicators, brake lights, head lights and tail lights for correct operation.
- (b) When the Vehicle is refuelled, the tyre pressure **must** be checked and filled to the tyre manufacturer's recommended pressure.
- (c) The Vehicle **must** be washed and cleaned weekly.

#### 5.5. Pets/Smoking – cleaning fees

- (a) You **must not**:
  - (i) use the Vehicle for transporting any pets or animals, except accredited or trained assistance animals, unless specifically approved by Us;
  - (ii) smoke in the Vehicle and You must prevent take reasonable steps to prevent other occupants from doing so; or
  - (iii) use any live flame inside the Vehicle or under the annexe or awning;
  - (iv) light any campfire in close proximity to the Vehicle; or
  - (v) use the Vehicle to move infectious, biohazardous or biomedical waste, **unless** specifically approved by Us.
- (b) At the End of the Rental the Vehicle **must** be returned cleaned inside and out, including the awning and **must** be deodorised from any odours including smoking, including campfire smoke.
- (c) Any cleaning or deodorising required upon return, will incur a cleaning fee of \$75.00 per hour which will be deducted from the Security Deposit.

#### 5.6. Seat belts and restraints

You **must** comply with all mandatory:

- (a) 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; and
- (b) 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 and fastened.

**5.7. Vehicle to be locked and keys kept in Your possession**

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 and never left in the ignition or in the Vehicle when it is unattended.

**5.8. Reasonable care**

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) properly securing any goods, property or equipment carried in the Vehicle;
- (d) maintaining the engine and brake oils and coolant level and tyre pressures;
- (e) using the correct fuel type; and
- (f) making sure it is not overloaded.

**5.9. 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 engine or brake oils, or engine coolant levels; or
- (c) the Vehicle develops any fault during the Rental Period.

If You fail to notify Us and continue to use the Vehicle You will be responsible for any Damage or Third Party Loss.

**5.10. Repair without authority prohibited**

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

**5.11. Repair with authority**

Where We have given You Our prior authority to repair 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 Rental Contract.

**5.12. Operating the awning**

You **must** take reasonable care in the use and operation of the awning and You are responsible for any damage to the awning as a result of a failure to comply with this condition of use.

**5.13. 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.

**6. Rental Period, costs and charges**

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**6.1. Your Rental**

Your rental of the Vehicle from Us is for the Rental Period and at the rate shown in the Rental Agreement.

**6.2. Extending the Rental Period**

- (a) We understand that circumstances change and that You may require the Vehicle for longer than the Rental Period. If so, You **must** notify Us **no less** than 24 hours prior to the expiration of the Rental Period.
- (b) If You fail to notify Us at least 24 hours before the expiration of the Rental Period that You require an extension, and fail to return the Vehicle on the scheduled date and at the time shown in the Rental Agreement, We may:
  - (i) terminate the Rental Contract; and
  - (ii) 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.

**6.3. Cancelling a booking and 'No Show'**

- (a) You can cancel a booking at any time by contacting us at [info@tassiemotorshacks.com.au](mailto:info@tassiemotorshacks.com.au) or **(03) 6248 4418**.
- (b) Please see below for applicable charges for cancellations.

Days before rental start date	% of booked rental cost
24+	Full refund
11 -24	20%
5 - 10	50%
0 – 5 and 'No show'	100%

- (c) Please note your deposit of \$500 is valid for 12 months and non-refundable..
- (d) A cancellation is not effective until acknowledged and confirmed by Us.

**6.4. Fines and infringements**

- (a) You and any Authorised Driver **must** pay
  - (i) fines or charges imposed for parking;
  - (ii) infringements and fines imposed for speeding and other driving offences; and
  - (iii) fines or charges imposed for release of the Vehicle if it has been seized by a regulatory authority.
- (b) An administrative fee applies if We are required to nominate You as the responsible driver if any toll, fine or infringement is unpaid.

#### 6.5. **Return of the Vehicle**

- (a) You **must** return the Vehicle:
  - (i) to the Rental Station;
  - (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 it was in at the Start of the Rental, fair wear and tear excepted; and
  - (v) with a full tank of fuel.
- (b) If You return the Vehicle:
  - (i) with less than a full tank of fuel a refuelling charge of \$55 (including GST) plus the cost of the fuel, will apply;
  - (ii) earlier than the date shown in the Rental Agreement there is no entitlement to a refund;
  - (iii) more than one hour after the date and time set for its return in the Rental Agreement, We will charge You \$25 per hour up to one full day's rental and 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 daily Rental Charges and all Damage until the Rental Station next opens for business **unless** We have agreed to an after business hours drop off and it is shown on the Rental Agreement.

#### 6.6. **Deleting Personal Information and data**

- (b) Before returning the Vehicle it is Your responsibility to delete any personal information or data, such as mobile phone numbers, stored addresses, or navigation history, that may have been used during the Rental Period.
- (c) If You have added the Vehicle to the Vehicle manufacturer's app on Your mobile phone or other device so that You can remotely lock and unlock the Vehicle, check its location and access other functions, at the end of the Rental Period You **must** remove or delete the Vehicle from that app.
- (d) We are not responsible for removing any personal information, data or mobile phone numbers or for any future use of Your account where You have failed to remove or delete personal information, data or mobile phone numbers.

#### 6.7. **Toilet cassette and cavity**

- (a) The Vehicle is fitted with a toilet and shower and before returning the Vehicle at the End of the Rental:
  - (i) all waste material **must** be removed from the toilet cassette and the cavity **must** be washed out; and
  - (ii) the grey water tank **must** be emptied.
- (b) If You fail to do so, You will incur a \$150.00 disposal fee which will be deducted from the Security Deposit.

#### 6.8. **Personal items left in the Vehicle**

If personal items are left in the Vehicle at the End of the Rental they will be kept safely for a period of 14 days during which time they may be reclaimed but if not reclaimed they will be dealt with according to state or territory legislation or donated to a suitable charity.

#### 6.9. **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, We will use reasonable endeavours to conduct the inspection within four (4) business hours; and
- (c) if Damage is detected, We will notify You as soon as it is reasonably practical to do so.

#### 6.10. **End of the Rental**

At the End of the Rental You **must** pay:

- (a) the balance of the Rental Charges;
- (b) the Damage Excess if there is Damage or Third Party Loss as a result of an Accident or the Vehicle is stolen;
- (c) any costs We incur, including:
  - (i) refuelling costs; and
  - (ii) extra cleaning costs;
- (d) for all Damage arising from a Major Breach of the Rental Contract;
- (e) for all Overhead Damage;
- (f) for all Underbody Damage;
- (g) for any Damage caused by the immersion of the Vehicle in water; and
- (h) the replacement cost if equipment listed in clause 7.1 is missing or not returned in the same condition as at the Start of Rental, subject to fair wear and tear.

#### 6.11. **Credit card authority**

By signing the Rental Agreement You authorise Us to debit Your credit card within a reasonable time after the End of the Rental for any amount that is due to Us or remains unpaid, including:

- (a) the Rental Charges;
- (b) tolls;
- (c) speeding and traffic fines and infringements;
- (d) fines or charges imposed for parking;
- (e) extra cleaning costs
- (f) refuelling costs; or
- (g) the Damage Excess; or
- (h) any amount due to Us as a result of a Major Breach.

#### 6.12. **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, 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.

### **7. Equipment Supplied**

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7.1. At the Start of Rental We will supply:

- (a) a gas bottle;
- (b) a fire extinguisher;
- (c) a First Aid kit;
- (d) slide out barbecue;
- (e) linen and all utensils; and
- (f) other equipment listed in the Rental Agreement.

7.2. At the End of Rental You will be charged the refilling cost of the gas bottle and the replacement cost plus a service fee if the fire extinguisher has been used.

7.3. You will also be charged replacement costs if any of the equipment listed in clause 7.1 is missing or not returned in the same condition as at the Start of Rental, subject to fair wear and tear.

### **8. Damage Cover**

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8.1. **Damage Excess**

- (a) Standard Damage Cover is included in the Rental Charges.
- (b) Subject to these Terms and Conditions, We will indemnify You and any Authorised Driver for any Damage to the Vehicle, its theft and Third Party Loss but You **must** pay up to the Damage Excess shown on the Rental Agreement for each Accident or theft claim,

8.2. **When is the Damage Excess payable?**

Unless You have expressly authorised a charge to Your credit card at an earlier time an amount up to, but not exceeding, the Damage Excess will be charged to Your credit card:

- (a) for single vehicle Accidents, after a repairer's estimate or tax invoice verifying the amount charged for Damage has been sent to You;
- (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; and
- (c) for Accidents in which there is also Third Party Loss, after We have made an estimate of Your total liability. Supporting documents and particulars of the claim for Third Party Loss will be forwarded to You as soon as practicable.

8.3. **Exemption from paying the Damage Excess**

You will not have to pay the Damage Excess shown in the Rental Agreement for a claim for Damage or Third Party Loss if:

- (a) You have fully completed an Incident Report Form with:
  - (i) the name, residential address, contact phone, email address and licence number of any person involved (**Third Party**);
  - (ii) the registration number of all vehicles involved;
  - (iii) an accurate written and diagrammatic description of the Accident and location; and
  - (iv) the names and addresses of all attending police officers and the stations at which they are based;
- (b) You have taken all necessary steps to assist Us in Our investigation of the Accident or theft claim;
- (c) We believe You were not at fault; and
- (d) You have supplied or We have established the name of the insurer of any Third Party You believe was at fault and the insurer will agree to pay Us for the Damage.

#### 8.4. Refund of Damage Excess paid

- (a) We will refund any amount You have paid for the Damage Excess as soon as practicable:
  - (i) in full, if We recover the Damage from a responsible third party or their insurer or successfully reject or defend a claim for Third Party Loss;
  - (ii) in part, if the repair cost to the Vehicle is less than the amount You have paid;
  - (iii) in part, if a claim for Third Party Loss is rejected or defended for an amount less than the Damage Excess; or
  - (iv) on a pro rata basis if We recover only a proportion of any amount We have claimed against a Third Party for Damage.
- (b) In making a refund We may take into account all reasonable administrative, collection agency and legal costs incurred in connection with the recovery of the Damage cost or rejection or defence of a claim for Third Party Loss.

#### 8.5. Claims Administration fee

All Accident, attempted theft and theft claims will incur a claims 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.

#### 8.6. Travel Insurance recommended

We strongly recommend that You hold a policy of travel insurance that includes cover for lost or damaged personal items, reimbursement of the Damage Excess and cover for delays and expenses caused by natural disasters, pandemics and delayed or cancelled flights.

### 9. Damage Cover Exclusions

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#### 9.1. General exclusions

Even if You have paid the Damage Excess, 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 Rental Contract; or
  - (ii) the use of the Vehicle by any driver who is not an Authorised Driver or who is less than 25 or more than 75 years of age;
- (b) Overhead Damage;
- (c) 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 reasonable wear and tear; or
  - (iv) Your failure to properly secure goods, property or equipment carried in the Vehicle; and
- (e) damage to the tyres of the Vehicle, other than by normal wear and tear.

#### 9.2. Delayed co-operation exclusion

Your entitlement to Damage Cover will be reduced to the extent We are prejudiced as a result of any delay by You or any Authorised Driver in complying with Your obligations under clause 11 of these Terms and Conditions.

#### 9.3. Exclusion for personal items

There is also no Damage Cover for:

- (a) the full cost of replacing or repairing any accessories supplied by Us including, but not limited to GPS units, lost keys, keyless start and remote control devices;
- (b) loss or damage to goods or property carried in the Vehicle whether owned by You or a Third Party;
- (c) 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:
  - (i) You;
  - (ii) any relative, friend or associate of Yours ordinarily residing with You or with whom You ordinarily reside; or
  - (iii) any relative, friend or associate of an Authorised Driver.

### 10. Accidents or breakdowns

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#### 10.1. Roadside assistance

- (a) We will provide You with a Vehicle that is of acceptable quality and in good working condition taking into account the age of the Vehicle but breakdowns do occur.
- (b) Twenty four hour roadside assistance is provided free of charge for breakdowns (but not for Accidents) and if the Vehicle breaks down during the Rental Period You **must** contact Us to arrange assistance. If the fault cannot be repaired on site We will recover and repair the Vehicle as soon as possible but if it cannot be repaired We will use Our best endeavours to provide a replacement Vehicle where one is available.

#### 10.2. Assistance not covered

We are not responsible for:

- (a) a flat battery;
- (b) tyre changing;
- (c) lost keys or remote control device; or

(d) keys or remote control device locked in the Vehicle.

Extra charges will apply if any of these services are provided at Your request and You are responsible for and **must** pay for any Damage caused.

### 10.3. **Consequential and other loss**

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, bushfires, or pandemics;
- (d) loss of enjoyment; or
- (e) consequential or economic loss.

## 11. **Accident and theft reporting**

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### **IMPORTANT NOTICE**

**A breach of any part of this clause 11 is a Major Breach of the Rental Contract that excludes Your entitlement to Damage Cover. See clause 12 for further details.**

### 11.1. **Reporting an Accident or theft to Us**

- (a) If You or an Authorised Driver has an Accident or if the Vehicle is stolen You **must** report the Accident or theft to Us as soon as practicable but in no case more than 24 hours of it occurring and fully complete an Accident/Theft report form.
- (b) The Accident/Theft report form should include as much information as is reasonably practical, including:
  - (i) the information listed in clause 11.3 regarding the contact details for the other driver and witnesses and an accurate written and diagrammatic description of the Accident and its location; and
  - (ii) the circumstances under which the Accident or theft occurred.
- (c) The Accident/Theft report form **must** be submitted to Us
  - (i) within seven (7) days of the Accident or theft, or upon the return of the Vehicle if it is returned to Us within that seven (7) day period; or
  - (ii) if the Vehicle is stolen, immediately the theft of the Vehicle is reported to the police.

### 11.2. **Reporting an Accident or theft to the police**

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.

### 11.3. **Steps You must take following an Accident**

If You or an Authorised Driver have an Accident You and the Authorised Driver **must**:

- (a) make the Vehicle secure;
- (b) exchange names and addresses, phone numbers and email addresses with the other driver;
- (c) obtain the name of the other driver's insurance company;
- (d) take a photo of the other driver's licence;
- (e) take the registration numbers of all vehicles involved;
- (f) take as many photos as is reasonable 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; and
- (g) obtain the names, addresses, phone numbers and email addresses of all witnesses.

### 11.4. **Subsequent assistance**

Subsequent to the Accident of theft You and any Authorised Driver **must**:

- (a) forward all third party correspondence or court documents to Us within seven (7) days of receipt;
- (b) co-operate with Us in the investigation of any Accident or theft claim and supply such further information as We or Our investigator may reasonably request within seven (7) days of receipt of such a request; and
- (c) co-operate with Us in the prosecution of any legal proceedings that We may institute or the defence of any legal proceedings which may be instituted against You or Us as a result of an Accident, including attending:
  - (i) Our lawyer's office; and
  - (ii) any Court hearing.

### 11.5. **What You must not do**

You and any Authorised Driver **must not**:



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

#### 11.6. **Consequences of delayed co-operation**

Your entitlement to Damage Cover will be reduced according to the extent We are prejudiced as a direct result of any delay in complying with:

- (a) the reporting obligations in clauses 11.1 and 11.2; and
- (b) the obligations in clause 11.4 to forward third party correspondence and court documents to Us within seven (7) days and to co-operate with Us in the investigation of any Accident of theft claim and the prosecution or defence of any legal proceedings.

## 12. **Major Breach and its consequences**

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### 12.1. **Major Breach**

A Major Breach of the Rental Contract occurs if there is a breach of any of the following clauses:

- (a) 2 (who may drive the Vehicle);
- (b) 3 (prohibited use);
- (c) 4 (prohibited areas of use);
- (d) 5.7 (Vehicle to be locked);
- (e) 5.8 (reasonable care);
- (f) 5.9 (notification of fault in the Vehicle);
- (g) 5.10 (repair without authority);
- (h) 5.12 (staying with the Vehicle after an Accident), that causes Damage, theft of the Vehicle or Third Party Loss;
- (i) 11 (Accident reporting) that prevents Us from properly investigating a claim arising from an Accident or theft or from prosecuting or defending any Accident or theft claim; or
- (j) 14.2(c) (removal of the Tracking Device).

### 12.2. **No Damage Cover**

If You or any Authorised Driver:

- (a) commit a Major Breach of the Rental Contract; or
  - (b) drive the Vehicle in a reckless manner so that a substantial breach of road safety legislation 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 in recovering the Vehicle.

### 12.3. **Termination and repossession**

Acting reasonably, We may terminate the Rental Contract and take immediate possession of the Vehicle if:

- (a) there has been a Major Breach;
- (b) there has been a breach of clause 12.2(b);
- (c) the Vehicle has been illegally parked for longer than 24 hours; or
- (d) the Vehicle is apparently abandoned.

## 13. **Personal Property Securities Act 2009 (Cth)(PPSA)**

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### 13.1. **Interest is as bailee**

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

### 13.2. **Security Interest**

You acknowledge that:

- (a) the Rental Contract may create a security interest (**Security Interest**) (as that term is defined in the PPSA) in the Vehicle;
- (b) We have a Security Interest in the Vehicle and the Vehicle will at all times remain subject to that Security Interest; and
- (c) We may register the Security Interest on the Personal Property Securities Register.

## 14. **Privacy**

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### **IMPORTANT NOTICE**

**A breach of clause 14.2(c) is a Major Breach of the Rental Contract that excludes Your entitlement to Damage Cover. See clause 12 for further details.**

### 14.1. **Personal Information**

- (a) We are committed to respecting privacy and will not collect, use or disclose Your personal information where doing so would be contrary to law.

- (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 We may not be able to provide those rental services to You.
- (c) We take reasonable steps to make sure Your personal information is accurate, up to date and complete and that it is protected from misuse, loss or unauthorised access, modification or disclosure.

#### 14.2. Tracking Device

- (a) To maintain and protect the Vehicle We may fit a Tracking Device to the Vehicle to enable Us to monitor the condition, performance and operation of the Vehicle and to track the Vehicle's movements.
- (b) Information from the Tracking Device may be used during and after the Rental Period. When You sign the Rental Agreement, You expressly consent to Us:
  - (i) using the Tracking Device on the Vehicle during the Rental Period; and
  - (ii) collecting, using and retaining information from the Tracking Device for the purposes referred to in clause 14.2(a).
- (c) You **must not** tamper with the Tracking Device or remove it from the Vehicle.

### 15. Definitions and interpretation

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#### 15.1. Definitions

In these Terms and Conditions:

**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 events, including hail Damage,

that results in Damage or Third Party Loss.

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

**Vehicle** means the Vehicle described in the Rental Agreement and includes its parts, components and accessories, including the GPS unit.

**Damage** means:

- (a) any loss or damage to the Vehicle including its parts, components and accessories, including the GPS unit, 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 Cover** means the cover You and an Authorised Driver have for Damage, theft, attempted theft and Third Party Loss under clause 8, subject to the Damage Cover Exclusions in clause 9.

**Damage Excess** means the amount, including GST, up to which You **must** pay Us in the event of an Accident or attempted theft that causes Damage or Third Party Loss or the Vehicle has been stolen and not recovered.

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

**Handover Inspection Report** means the document entitled Handover Inspection Report that shows the condition of the Vehicle and lists any Damage at the time of the inspection.

**Incident Report Form** means the document You **must** complete and submit to Us if there is Damage to the Vehicle or it has been stolen.

**Loss of Use** means Our loss calculated on a daily basis at the daily rate shown in the Rental 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** has the meaning in clause 12.1.

**Off Road** means an area, surface or terrain that is not a sealed or 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 to 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.

**PPSA** means the *Personal Property Securities Act 2009* (Cth).

**Rental 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 Rental Agreement.

**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, as shown on the Rental Agreement.

**Security Deposit** means the amount shown on the Rental Agreement We collect from You at the Start of the Rental as security for the Rental Charges and other fees and charges incurred during Your rental and the amount is fully refundable subject to clause 5.3.

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

**The Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

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

**Tracking Device** means a GPS or other device that is fitted to the Vehicle that has electronic tracking capabilities to determine its location and other data including speed, braking and fuel levels.

**Underbody Damage** means any damage to the Vehicle caused by or resulting from contact between the underside of the Vehicle and any part of the roadway or any object or obstruction, including kerbs, gutters, speed or road humps, barriers or wheel stops and does not arise as a result of an impact with another vehicle.

**Unsealed Road** means a road, other than a road that is undergoing temporary roadworks, that has been formed and constructed but is not sealed with a hard material such as tar, bitumen or concrete.

**We, Us, Our,** means Tassie Motor Shacks Pty Ltd ABN 79 877 833 959.

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

## 15.2. 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; and
- (b) where You comprises two or more persons each is bound jointly and severally.