

BETWEEN: **NO LIMITS 4WD HIRE**

(ABN 31517304385), ( **Us**)

AND:

THE CUSTOMER, as noted in the Vehicle Rental Agreement, ( **You**)

• **Warranties**

**1. The Vehicle Rental Agreement contains a list of the only persons authorised by us to drive the vehicle.**

**2. You state to us that you and/or such persons authorised to drive the vehicle:**

- A. Are over 21 years of age and under 75 years of age;
- B. Hold a valid and current driver's licence for a manual vehicle, which legally authorises you/them to drive the vehicle listed in the Vehicle Rental Agreement;
- C. Are not currently under a suspended driver's licence;
- D. Are not currently disqualified from holding a driver's licence;
- E. Are not currently under a court order restricting the terms of their driver's licence;
- F. Have not had your/their driver's licence cancelled, dis-endorsed or suspended within the last three years;
- G. Have not held a driver's licence for any class of vehicle for less than two years;
- H. Will use the vehicle lawfully and in accordance with all current road rules in Australia and in the State in which they are driving, including parking regulations, motorway tolls and speed limits.

**2. You indemnify us for all loss and damage caused to us or a third party as a result of any breach of these warranties.**

**B. Vehicle Condition**

**1. You acknowledge and agree that you:**

- A. Have inspected the vehicle condition report for the vehicle;
- B. Have thoroughly inspected the vehicle before leaving the premises;
- C. Agree with the condition of the vehicle as set out in the vehicle condition report;
- D. Have been supplied with all the tools, tyres, accessories, equipment, keys, where applicable, and any other items specified in the vehicle condition report; and
- E. Have accurately noted, and discussed with us, any discrepancies in the vehicle condition report, including any panel damage (such as scratches and dents).
- F. Have read the Vehicle Maintenance Schedule and that you understand your obligations in regard to maintenance of correct tyre pressure, checking of fluid and fuels and other general vehicle maintenance.

**C. Return of Vehicle**

**1. You agree to return the vehicle to us:**

- A. In the same condition as set out in the vehicle condition report, other than fair wear and tear;
- B. To the return location described in the Vehicle Rental Agreement attached herein (the Rental Agreement) or to a location other than the return location, with our permission by the specified return date and time;
- C. With a full tank of fuel.

**2. We must be notified of and agree to any extension of the period of hire, in advance of**

the return date.

**3. Failure to return the vehicle to us by the agreed return date and time may result in the vehicle being reported to the police as having been stolen.** You will remain liable for all rental charges and any loss we suffer, including any costs incurred by us to recover the vehicle, up to and including the day we recover the vehicle.

**4. You will be responsible for the vehicle and the hire will continue until we make our final inspection.**

**5. Final inspection will take place as soon as reasonably practical.**

**6. If the return location is unattended or the vehicle is returned outside the usual hours of operation,**

**Inspection will take place on the next business day. In this case, the hire period and associated hire-charge will be extended until the end of business on the following day.**

#### **D. Use of Vehicle**

**1. You agree to maintain tyre pressure, fluid and fuel at the proper operation levels, as outlined in the Vehicle Maintenance Schedule and instructions provided to you with the vehicle. The vehicle you are hiring must be filled with diesel fuel only.**

**2. You agree to immediately report any defects in the vehicle to us.**

**3. You agree that the following persons must not drive the vehicle:**

**A.** Any person who is not identified under the "Hirer and Driver Information" in the Rental Agreement.

**B.** Any person who does not hold a current unrestricted motor vehicle licence for the class of vehicle hired. Learner and Provisional licences are not permitted;

**C.** Any person whose breath or blood alcohol concentration exceeds the maximum lawful concentration level, who is intoxicated or who is under the influence of any drug, toxic or illegal substance;

**D.** Any person who has given us or for whom you have given a false name, age, address or driver's licence details.

**4. You agree that the vehicle must not be used by you or any other driver:**

**A.** In any other state or territory than that stated and agreed upon in the Rental Agreement.

**B.** To carry persons for hire, fare or reward;

**C.** To carry any dangerous, hazardous, inflammable goods or substances which pollute or contaminate, in quantities above that used for any domestic purpose;

**D.** To carry any animal or pet, excluding Guide Dogs, without our knowledge and permission;

**E.** To carry a number of passengers greater than that for which the vehicle was contracted;

**F.** To carry any greater load, number of persons or for use in any manner or for any purpose for which the vehicle was not designed/constructed to do so;

**G.** For any motor sports (i.e. racing competition) or time trial or testing in preparation for those purposes;

**H.** In connection with the motor trade for experiments, tests, trials or demonstration purposes;

- I. In contravention of any criminal legislation involving a penalty or for any illegal purpose whatsoever;
- J. In unsafe or un-roadworthy condition.

**5. The Vehicle must be locked at all times whilst it is unattended.**

**6. You agree that when travelling in tidal conditions:**

- A. Travel must be within the period from 4 hours before low tide to two hours after low tide;
- B. Whilst driving on any beach tyre pressure may need to be reduced to 28 psi. Upon the vehicle's return to bitumen the tyres must be reinflated as soon as possible to the pressure as stated on the vehicle-body above each tyre;
- C. That extreme care must be taken whilst driving on low inflated tyres and at a significantly reduced speed.

**7. You agree that when travelling in remote areas and the Outback:**

- A. Travel is permitted on any gazetted roads both sealed and unsealed, provided that the road is open, in a good condition and safe for the passage of the vehicle;
- B. All signposts and instructions that are governed by local authorities, indigenous and private land owners and communities must be followed. If travelling on private land, permission and advice must be sought from landowners;
- C. Advice must be sought from local police that the roads on which the vehicle is intended to travel are in fact open for travel.
- D. Failing to follow all signposts, instructions and advice is considered negligence and, regardless of circumstances, will constitute a breach of these terms and conditions and the Rental Agreement.

**8. Vehicle Breakdown Procedure:**

- A. Breakdown service is extended to all NOLIMITS4x4 Hire Vehicles by RACQ and its affiliates in their respective service areas.** If the vehicle is travelling outside a serviced area there may be a waiting period for service to arrive. No replacement vehicle is offered in these circumstances. NOLIMITS 4x4 vehicles are maintained to appropriate company and statutory standards, however in the unlikely event of breakdown your vehicle has RACQ Fleet Road Site Assistance and may be attended by RACQ FLEET CARE 1800 648 058 (Member Number is on the keyring).
- B. Included with the vehicle are instructions for essential repairs, such as may be required to be undertaken by you, or a person authorised by you, when in a remote region and unable to access RACQ or a licenced repairer.** Following these instructions correctly will exempt you from costs associated with damage to the vehicle as a result of attempting such essential repairs.

**E. Charges**

- 1. You agree to pay on demand all of the following charges for the period up until the return to or recovery by us of the vehicle:**

- A. All fines, penalties and any similar charges incurred by you or by any other driver of the vehicle or any such charges logged against the vehicle during your period of hire;
- B. The cost of repair or reinstatement of loss or damage, where loss or damage cover offered by us does not apply;
- C. The damage recovery fee and vehicle accident fee as outlined in our Rates and Charges Schedule attached;
- D. The replacement of any lost or damaged keys;
- E. Where you damage or fail to return any items listed in the Vehicle Condition Report and/or Extras Hire Form;
- F. Any applicable liability fee as set out in the Rental Agreement;
- G. For fully refuelling the vehicle, which will include a service charge as outlined in our Rates and Charges Schedule attached;
- H. Burnt-out clutch replacement and/or damage to the drive-train, and associated costs to return the vehicle to our workshop;
- I. If any tyre is returned punctured or unrepairable, the hirer will be charged for the cost of repair or replacement, at our option;
- J. Vehicles returned late will be charged at a rate of 150% of the hourly rate applicable to the hire, for every hour late;
- K. All charges at the rates described under rental charges in our Rates and Charges Schedule attached.

**2. The final amount to be charged to you will be determined after a final inspection by us, which will be made as soon as practical after return of the vehicle to us or recovery by us of the vehicle.** You may be charged interest at the rate of 18% per annum calculated on a daily basis on all outstanding accounts or charges payable in accordance with this Agreement, such interest to be computed from the end of the rental period.

#### **F. Payment of Charges**

**1. You hereby irrevocably and unconditionally authorise us to charge your credit card and/or to charge your account (as nominated under payment information in the Rental Agreement) all charges payable by you under the Rental Agreement, plus any other charges considered under the "charges" section of these Terms and Conditions.**

**2. If you fail to make full payment of any charges due to us, you agree:**

- A. To pay us our costs of recovering or attempting to recover from you outstanding charges, including any mercantile agents costs, and legal costs on a fee indemnity basis; and
- B. We shall be entitled to list payment default/s with the Credit Reference Association of Australia or any other relevant credit organisations which you acknowledge may affect your credit rating;
- C. To indemnify and release us from any loss you suffer as a result of us acting in accordance with this clause.

#### **G. Loss or Damage Cover**

**1. All vehicles are provided with standard damage loss liability cover, which includes:**

- A. The amount of accidental loss or damage to our vehicle, our assessment fees, our loss of revenue, our legal and investigative expenses;
- B. Any amount which you are legally held liable to pay as a result of an accident caused by your use of the vehicle, for loss or damage to property other than any property owned by you (or any relative, associated passenger, listed driver, or any person known to you) or any

property in your physical or legal control.

**2. Standard damage loss liability cover is subject to you and any authorised driver complying with the terms and conditions of the rental agreement.**

**3. In the event of an incident involving loss or damage, you will be required to pay the applicable liability fee, as set out in the rental agreement.**

**4. An insurance excess payment (as indicated on the hire-sheet) is applicable to any accident, regardless of who is at fault; a separate insurance excess payment is incurred in respect of each separate incident.**

**5. Where the driver of the vehicle is under twenty-five (25) years of age, the insurance excess payment will be doubled.**

## **H. Conditions of Cover**

**1. You acknowledge and agree that you will:**

**A.** Promptly report to us and the police or other relevant authority and in any event as soon as practicably possible, any incident involving loss or damage to the vehicle or any other property or injury to any person;

**B.** Provide such information and assistance as may be requested by us, including, but not limited to, being interviewed by an investigator or attending any court hearing;

**C.** Not, without our consent, give any offer, promise or payment, settlement, waiver, release, indemnity or admission of liability;

**D.** Not be covered in the event another motor vehicle is involved and that other motor vehicle or its driver has not been identified to us.

## **I. Exclusions to Cover and Liability**

**You acknowledge and accept that you will be ineligible for cover and that you will at all times retain responsibility under the following circumstances:**

**A.** Damage or loss caused to the vehicle or third party where these terms and conditions and/or the Rental Agreement have been breached;

**B.** Damage caused by total or partial immersion of the vehicle in salt or fresh water;

**C.** Damage or loss caused by failing to secure property, any load or equipment;

**D.** Damage or loss to the vehicle deliberately caused by the hirer's, driver's or passenger's wilful or reckless conduct and/or using the vehicle in a dangerous or reckless or criminal manner;

**E.** Damage or loss to the vehicle whilst being transported, ferried or towed without proper reason and due care;

**F.** The cost of towing or salvage of the vehicle, as a result of you breaching a term of warranty in these terms and/or the Rental Agreement;

**G.** Damage to or loss of any personal belongings;

**H.** Damage to the bonnet or roof of the vehicle caused by sitting, standing or placing objects on them;

**I.** Damage to the under-body of the vehicle;

- J. Damage to the vehicle transmission, gearbox, windscreen or tyres;
- K. Refuelling the vehicle with incorrect fuel;
- L. The death or personal injury of yourself or any other person;
- M. Damage or loss suffered by us as a direct or indirect result of you providing false information or engaging in fraudulent activity, in respect of your hire;
- N. The vehicle or your dealings with any law-enforcement officer or other authority during the hire period.

#### **J. Termination/ Cancellation**

**1. We may terminate the Rental Agreement at any time if you commit a material breach of these terms and conditions.**

**2. You may terminate or cancel the rental agreement at any time for any reason; however you acknowledge and accept fees may apply.**

#### **K. Cancellation Fees**

**1. In the event you terminate the Rental Agreement prior to commencement of the hire, you agree to pay the following cancellation fees:**

- A. Less than 14 days - 20% of full vehicle package;
- B. Less than 72 hours - 50% of full vehicle package.

#### **L. Refund Policy**

**1. You acknowledge and accept compensation for time lost due to a mechanical failure not of your own doing will be compensated as follows:**

- A. Replacement of hire vehicle with replacement vehicle where reasonably practical to do so;
- B. Extension of the hire period of the vehicle, where reasonably practical to do so, at no further cost to you, and/or
- C. Refund of the balance of the hire fee not used by you.

**2. You acknowledge and accept we are not liable and you will receive no compensation for:**

- A. Personal stress and anguish due to vehicle breakdown;
- B. Missing connecting travel arrangements;
- C. Use of any other unapproved travel means;
- D. For having missed places you wished to travel to;
- E. Time lost due to mechanical failure through no fault by us;
- F. Vehicles taken from the hirer due to misuse or breaches of the terms and conditions and Rental Agreement.

#### **M. Liability**

**1. Our liability is limited to, at our option, the replacement, repair or resupply of the vehicle or the reimbursement of some or all of the rental charges.**

**2. We are not liable to you for any loss, damage, costs, expenses, damages or any other liabilities resulting from:**

- A. Any accident, breakdown or any other failure of the vehicle;
- B. Any error or omission in any street directory or other map (whether or not provided by

us).

**3. Without limiting the foregoing, to the maximum extent permitted by law, we will not be liable to you for any indirect, special, incidental or consequential damage, or loss of profits or loss of earnings, suffered by you or any other person due to any breach of this Rental Agreement and/or the terms and conditions by us and you release and indemnify us (including legal costs on a full indemnity basis) from any such claim.**

**4. We are not liable for any failure or delay in performing any obligation under these terms and conditions and/or the Rental Agreement that is due to causes beyond our reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labour strikes or difficulties or transportation stoppages or slowdowns including unscheduled late return of vehicles and vehicle unavailability due to breakdown and/or accident.**

#### **N. Our Rights**

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

#### **O. Amendment Clause**

**2. Any modification of this Contract will be effective only if it is in writing and signed by an authorised representative of each party.**