

## TERMS AND CONDITIONS

This is an Agreement between the Hirer ("You") and the Company ("the Company"), identified in Schedule 1 (attached), to rent the motor vehicle ("the Vehicle") described in Schedule 1 including all its accessories, tools, tyres and equipment as well as any replacement vehicle.

### 1. Vehicle Condition and Return

You acknowledge that the Vehicle is delivered to you in good operating condition with the seal of the odometer unbroken. You agree to return the Vehicle in the same condition (except for ordinary wear and tear, **NOT INCLUDING WINDSCREEN, DAMAGE INCURED WHILE REVERSING AND UNDERBODY OR TYRE DAMAGE**) together with its tools, tyres, accessories and equipment on the date and place specified in Schedule 1 (or sooner, if demanded by the Company). The Company may take possession of the vehicle without prior demand to you and at your expense if there has been a breach of any Terms or Conditions of this agreement or if the vehicle is illegally parked, used in violation of the law or is apparently abandoned. If the seal of the odometer is broken, or otherwise tampered with, You will be responsible for not only an extra charge based on 500 km's per day at AU\$1 per kilometre, but also for any cost of repairing or replacing the odometer.

NOTE: If there is to be any extension of the period of hire beyond that stated in Schedule 1, the Company must be notified and it must agree to such extension in writing, otherwise the Vehicle will be immediately reported to the police as stolen.

### 2. Persons who must not drive the Vehicle

- a. a person who is not identified in Schedule 1 as either the Hirer, Joint Hirer or Authorised Driver;
- b. a person who is not licensed to drive the hired class of vehicle;
- c. a person whose blood alcohol concentration exceeds the lawful percentage whilst driving the Vehicle;
- d. a person who is driving the Vehicle whilst under the influence of a drug;
- e. a person who has given or for whom You have given a false name, age, address or driver's licence details;
- f. a person whose driver's licence has been cancelled endorsed or suspended within the last three years;
- g. a person who has held a driver's licence for any class of vehicle for less than two years;
- h. a person who uses or intends to use the Vehicle for an illegal purpose.

### 3. Circumstances where the Vehicle must not be used

- a. any area outside the Area of Use shown in Schedule 1 or disclosed by the hirer prior to the hire in writing;
- b. any unsealed roads or off-road conditions unless authorised by the company in the 'Area of Use' in Schedule 1;
- c. the carriage of any persons for hire or the carriage of any inflammable, explosive or corrosive materials;
- d. pushing or towing any vehicle, trailer, boat or other object unless the Company has authorised such use in writing;
- e. the carriage of any greater load and/or persons and/or for a purpose for which the Vehicle was designed and constructed;
- f. the carriage of any animal in the Vehicle unless authorised in writing or noted in Schedule 1 in SPECIAL CONDITIONS;
- g. the use of the Vehicle for racing, pace making, reliability trials, speed trials, hill climbing or being tested in preparation for those activities;
- h. the use of the Vehicle in a dangerous manner;
- i. the use of the Vehicle in contravention of any legislation or regulation controlling vehicular traffic.

### 4. Obligations of the Hirer/Joint Hirer/Authorised Driver

NOTE: The Hirer/Joint Hirer and Authorised Driver are jointly and severally liable for compliance with the terms and conditions of this Agreement. By entering into this Agreement You are responsible for and irrevocably authorise the Company to debit the credit card provided in Schedule 1 or any other credit card provided (and You will pay the company on demand any balance) with the following charges:

- a. the rental charges specified in Schedule 1;
  - b. all charges claimed by the Company in respect of parking and/or any other traffic violations incurred during the period of hire or until such later time as the Vehicle is returned to the Company;
  - c. all loss or damage to the Vehicle (including the loss or use of that Vehicle), legal expenses, assessment fees, towing and recovery, consequential third party damage, storage and company service charges where:
    - i. any term or condition of this Agreement has been breached;
    - ii. the Vehicle is involved in a single vehicle incident where full amount of all damage will apply in addition to the Collision Damage Loss Liability (also known as CDLL, Security Bond or DLER) noted on Schedule 1. A Single Vehicle Incident is defined as any incident where the Vehicle suffers loss or damage as a result of an impact with any object whether animate or inanimate except another vehicle which can be fully identified and details of which have been provided by you or on your behalf to the Company
    - iii. You have left the Vehicle unlocked or left the keys in the vehicle;
    - iv. You have failed to keep the key secure and under your personal control;
    - v. any damage incurred to the vehicle while reversing regardless of cause;
    - vi. the under-body of the Vehicle is damaged regardless of cause except where there is a collision with another vehicle;
    - vii. the Vehicle is totally or partially immersed in water regardless of the cause;
    - viii. the interior of the Vehicle is damaged regardless of the cause except where there is a collision with another vehicle;
    - ix. the tyres of the Vehicle are damaged other than by normal wear and tear;
    - x. the Vehicle or any third party property is damaged by driving the Vehicle under or into an object lower than the height of the Vehicle;
    - xi. You have failed to maintain all fluid and fuel levels of the Vehicle or failed to immediately rectify or report to the Company any defect in the Vehicle of which You have become or ought to have become aware;
    - xii. the Vehicle is damaged by loading or unloading, normal wear and tear excepted;
    - xiii. You have failed to secure properly any load or equipment which leads to loss or damage caused by any part of the load or equipment;
    - xiv. You use the Vehicle as an articulated vehicle unless agreed to by the Company in SPECIAL CONDITIONS in Schedule 1;
    - xv. the exterior of the Vehicle is damaged regardless of cause except where there has been a collision with another vehicle.
- You have paid for the hire of the Vehicle by use of a credit card or directed the Company to bill charges to some other person, corporation, firm or organisation who or which fails to make payment when called upon by the Company, You hereby irrevocably accept that You are liable and will immediately pay the full amount due to the Company on demand. The Company, in addition, may charge You 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.
- d. In the event of a single vehicle incident the Company may at its sole discretion, depending on the extent of the damage to the Vehicle, elect not to submit a claim to its insurer for damage, loss or replacement of the Vehicle. Should the Company elect not to lodge a claim with its insurer in a single vehicle incident, the Company may instead hold the Hirer/Joint-Hirer and/or Authorised Driver/s of the vehicle jointly and severally liable for:
    - i. the total amount necessary to rectify all Vehicle damage in order to repair the Vehicle to a standard to be determined by the Company; or
    - ii. the Vehicle's replacement value as assessed by the Company's insurer; or
    - iii. the sum required to fully satisfy any vehicle pay-out figure under a contract of finance between the Company and a financier whichever is the greater of these three figures and at the sole discretion of the Company. In the event the Company elects not to submit a claim to its insurer for any such rectification of Vehicle damage or Vehicle replacement, the Hirer / Joint Hirer and/or Authorised Driver/s hereby acknowledge and agree that the quantum associated with the repair or replacement of the Vehicle, or the Vehicle's payout figure with the Company's financier, will be payable to the Company as liquidated damages immediately upon written demand by the Company or its legal representatives.

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## 5. Damage Cover

Australian 4WD Hire has an Insurance Policy provided You and/or the Authorised Driver act within the terms and conditions of this Agreement, the Company will, subject to clause 4(d) herein, grant damage cover (which includes your legal costs incurred with our written consent) to You and/or the Authorised Driver in respect of damage to the Vehicle and/or damage to any third party property other than damage as a result of a single vehicle accident (see clause 4 above) or to any property owned by You (including any friend/ relative, associate or passenger) in your physical or legal control. This cover is also subject to:

- a. You paying the CDLL or DLER and Remote Area Access Bond if applicable as on Schedule 1;
- b. You and/or the Authorised Driver not having breached any terms and conditions of this Agreement;
- c. You and/or the Authorised Driver not being covered under any policy of insurance; and
- d. You and/or the Authorised Driver provide a report and all required documents in the event of an accident within required time frame as per this Terms and Conditions.
- e. You providing such information and assistance as may be requested by the Company or anyone acting on behalf of the Company. If cover is provided then the Company, or its insurer, may bring, defend or settle any legal proceedings in its/their sole discretion and the Company shall have the sole conduct of any proceedings. Any such proceedings shall be brought or defended in your name or the name of the Authorised Driver.

## 6. General Provisions

- a. if there is any incident involving loss or damage to the Vehicle or involving the Vehicle while rented under this Agreement, You and/or the Authorised Driver shall promptly report such incident to Company's Head Office, as well as delivering to the Company immediately upon receipt by You and/or the Authorised Driver, every summons, complaint or paper in relation to such incident involving such loss or damage. You and/or the Authorised Driver must also report all incidents to the police or other proper authority;
- b. You and/or the Authorised Driver irrevocably release and hold harmless the Company (and its agents and employees) from all claims for loss or damage to your personal property, or that of any other person's property left in the vehicle, or which is received, handled or stored by the Company at any time before, during or after the rental period, whether due to the Company's negligence or otherwise;
- c. You and/or the Authorised Driver acknowledge that the Company relies on the truth of your/the Authorised Driver's representations in this Agreement;
- d. You and/or the Authorised Driver will not refuse or fail to take any blood analysis or breathe test requested by the police;
- e. except as provided by law, no driver or passengers in the Vehicle shall be or deemed to be the agent, servant or employee of the Company in any manner for any purpose whatsoever;
- f. the Company gives no express warranty in relation to the motor vehicle. Certain conditions and warranties are implied by statute, whether Commonwealth or State, which cannot be excluded, restricted or modified, such as those under the Trade Practices Act 1974. Where the Company is permitted to limit its liability under those statutes for breach of an implied condition or warranty the Company limits its liability to replacement, repair or resupply of the Vehicle. All other warranties, conditions and other obligations which may be otherwise implied are expressly excluded in their entirety. The Company is not liable to You and/or the Authorised Driver for any indirect, special, incidental or consequential damages relating to this Agreement;
- g. no right of the Company under this Agreement can be waived except by writing of an authorised officer of the Company;
- h. words used in this Agreement to denote any gender shall include all genders, singular words including the plural, and noted in Schedule 1;
- i. notwithstanding any other provision in this Agreement, a goods and services tax (GST) or any similar tax, stamp duty or any other tax, duty, surcharge, levy or fee ("charges") imposed by Local, State or Federal Government that is charged and collected by the Company is imposed anywhere in Australia and has application to any supply or use made under or in connection with this Agreement or in relation to the use or the likely use of any roads, facilities or other infrastructure by You and/or the Authorised Driver or in relation to the provision of rental or other services to You or the Authorised Driver: The Company may in addition to the rate, price or any other amount or consideration quoted or expressed as payable elsewhere in this Agreement, recover from You and/or the Authorised Driver an additional amount on account of the charge. Any additional amount on account of the charge shall be calculated without any deduction or set-off of any other amount and is payable to the Company upon demand.
- j. You and/or the Authorised Driver acknowledge that your interest in the Vehicle is as a bailee of the Company only and that You agree not to part with possession, dispose of, encumber or assign any right or interest in the Vehicle and not create any lien on the Vehicle for repairs;
- k. You and/or the Authorised Driver agree to indemnify the Company from and against any or all claims, demands, actions, liabilities, losses, costs and expenses (including, but not limited to legal costs on an indemnity basis) incurred by the Company as a consequence of the failure for whatever reason of the due and punctual performance of your obligations under this Agreement;
- l. You acknowledge that the Company has not in any way represented itself to You as an entity carrying on the business of insurance;
- m. You and/or the Authorised Driver must not at any time admit liability for any claim, loss or demand and agree that if such admission is made by You and/or the Authorised Driver then that is a breach of this Agreement.
- n. during your rental period You are obliged to inform the Company immediately of any damage whatsoever to the vehicle, so the Company may arrange for an urgent repair to accommodate any following booking, if necessary. You will be charged for all damages regardless of the cost. Collision Damage Waiver and/or Loss Liability Options are taken into account when calculating the quantum for vehicle damage and consequential loss to the Company.

## 7. Fuel

The Vehicle must be returned with the amount of fuel equal to that at the time of the rental. If the Vehicle is returned with less fuel the difference will be charged at a rate which may include a service component unless prior arrangements have been made and noted in Schedule 1 & 2.

## 8. Governing Law

This Agreement shall be governed by the laws of the State of Queensland Australia and the federal laws of Australia applicable therein, excluding applicable conflict of law rules. You hereby submit to the exclusive personal jurisdiction and venue of the courts of the State of Queensland Southport, with respect to matters related to this Agreement.

## 9. Force Majeure

Australian 4WD Hire will not be liable for any failure or delay in performing any obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labour strikes or difficulties, relocation or transportation stoppages or slowdowns including unscheduled late return of vehicles and vehicle unavailability due to break down and accidents.

## 10. Australian 4wd Hire reserves the right to supply similar vehicles from internal and external fleets.

## 11. Vehicle Cancellation Policy

We ask that you notify us as soon as possible of any cancellation. The 20% deposit is non-refundable.

Cancellations notified:

- a. notified outside of 30 days attract no charge to the outstanding balance;
- b. notified within 30 days may attract a fee of 50% of confirmed price of rental;
- c. notified within of 14 days Australian 4WD Hire may charge for the full rental period;
- d. No-Show full charges apply.

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## 12. Security Bond

The Hirer / Joint Hirer may elect a Collision Damage Loss Liability (also known as CDLL, Security Bond or DLER) option at the time of booking confirmation, and depending on the option chosen, an agreed amount will be debited from their credit card:

- a. \$5,000.00 - \$0.00 charge per day
- b. \$2,500.00 - \$15.00 charge per day
- c. \$1,500.00 - \$25.00 charge per day
- d. \$5,000.00 - \$50.00 charge per day for drivers 21 and 25 years of age. (This option is available subject to Australian 4WD Hire strict approval).
- e. \$5,000.00 - \$0.00 charge per day – Remote Area Access Bond (this option is at the discretion on Australian 4WD Hire based on area of use and will be held in addition to option a, b, c, or d). Australian 4WD Hire reserves the right to refuse all CDLL Reduction options to any person at its own discretion. **We offer 2 options for payment of the Security Bond & Remote Area Access Bond. Option 1** - The bond is processed by credit card at the agency on the day of collection. This option will incur a 3% surcharge. **Option 2** - The bond amount is transferred via EFT into our nominated bank account. No surcharge is payable on this option. If you choose this option, the funds must be cleared in our account 5 - 7 days prior to pick-up of the vehicle, you must also provide us with the payment receipt from your bank. If the vehicle is returned clean, and in the same condition, minus wear and tear, the full bond amount will be refunded. If you choose **Option 1** the bond must be refunded to the same credit card, less 3% surcharge. If you choose **Option 2** the bond must be refunded to the account it was paid from. Processing the Security Bond over the EFPOS Terminal will attract a 3% merchant fee. It is your responsibility to have adequate funds on your Credit Card available for security bond of your choice at least 5 - 7 days prior to vehicle pick up. Under no circumstances will bonds and pre-authorisations will be released or cancelled until the Company's inspection process is completed and a written report is forwarded to the Company Head Office for final approval. You hereby acknowledge, consent and agree that you will be charged for any damage caused by you that has been identified in your absence. Generally, bond refund occurs within 3 - 7 business days, however Australian 4wd Hire reserves the right in some cases to withhold bond funds until all outstanding matters arising from, or in connection with the Hire are resolved. Any further amount due and owing to the Company in excess of the amount of the Bond as a result of any act or omission by the Hirer /Joint Hirer and/or Authorised Driver/s or as a result of any breach of these Terms and Conditions, will become due and payable to the Company as liquidated damages immediately upon written demand. The Hirer / Joint Hirer and/or Authorised Driver/s will be jointly and severally liable for any such amount in excess of the bond, including, but not limited to any further sum becoming due and payable to the Company arising from or in connection with any other provision of these Terms and Conditions. The Hirer or joint Hirer are wholly responsible and liable during and after your hire to have sufficient funds on your Credit Card to cover the Security Bond of your choice. If you provide a Credit Card with insufficient funds or invalid details, not only are you committing a fraud but also losing Insurance Cover and immediately are liable for the whole vehicle or the full finance amount.

## 13. Miscellaneous

The Hirer/Joint Hirer and Authorised Driver being jointly and severally liable for any and all loss or damage whatsoever caused to the vehicle or the Company as a result of any breach of the terms and conditions herein, acknowledge, consent and agree to the following;

- a. That the only time to drive the vehicle on any beach is two (2) hours before low tide and two (2) hours after low tide;
- b. You will be solely liable for any and all damage to the vehicle whilst driving on any beach at any time;
- c. That whilst driving on any beach tyre pressure may need to be reduced to 28 psi. Upon your return to bitumen, you are obliged to reinstate the normal type pressure of 40 Psi, or alternatively to the tyre pressure as stated on the tyre as soon as possible;
- d. that extreme care must be taken whilst driving on low inflated tyres and at a significantly reduced speed;
- e. That when travelling outside built up areas you are not permitted to drive between sunset and dawn or during any period of reduced visibility, including but not limited to fog, dust storms, heavy rain etc.
- f. that you will return the vehicle and any equipment in the same clean and working condition as it was at the commencement of the hire period;
- g. That you are fully responsible for the cleanly return of your rental vehicle and are solely responsible for a comprehensive clean of the vehicle, interior, exterior, all Commercial, Mining and Camping Equipment and under body wash removing all dirt, sand and salt. Failure to return the vehicle in such cleanly condition, as espoused herein, will result in you being held liable for all Detailing and Cleaning Cost.
- h. that a vehicle with freewheeling hubs is to be disengaged on the bitumen as penalty applies for replacement of the hubs and can be as high as \$1,000.00 per hub.
- i. That on Fraser Island you are not permitted to travel North of Indian Head as well as the beach East of Hook Point.
- j. That you are solely liable for any towing and recovery costs as a result of your negligence.
- k. That you are solely liable for any damage and repairs to the vehicle as a result of your negligence.
- l. That you are solely liable for any vehicle outages and loss of profits as a result of any vehicle outages arising from a breach of any provision of these terms and conditions.
- m. That you are solely liable for any damage due to overloading of the vehicle.
- n. That you will maintain coolant in the radiator at the required level at all times.
- o. That you will maintain oil and all lubricants at the required levels at all times.
- p. That you will at all times monitor all instruments and warning signals.
- q. That you will return the vehicle with same level of fuel as it was hired to you. Failure to return the vehicle with the same fuel level will result in a refuelling charge of \$2.50 per litre.
- r. That you are solely liable for any damage and all cost deriving from using incorrect and contaminated fuel.
- s. That you are solely liable for any water damage regardless of cause.
- t. That you are solely liable for any and all damage arising from the towing or haulage of any type of trailer, caravan, boat, vehicle or any other inanimate object.
- u. Use of winch is not permitted to general public and is limited to mining contractors with written permission of Australian 4WD Hire.
- v. That you are solely liable for any damage and repairs to the vehicle and equipment as a result of using winch regardless of cause.
- w. That you accept that you will lose your Security Bond if you will use winch without written permission of Australian 4WD Hire.
- x. That you accept that on one way hire the volume of any equipment will be determined by Australian 4WD Hire.
- y. That you accept that you lose your insurance cover and will be held fully liable for the whole vehicle and all inclusions if using vehicle Off-Road when wet, or exceeding the Off-Road Speed Limit of 60 km/h as set by Australian 4WD Hire.
- z. That you accept that you lose your insurance cover and will be held fully liable for the whole vehicle and all inclusions or any cost regardless of cause if you have failed to disclose Area of Use or using vehicle outside of disclosed Area of Use.

## 14. Vehicle Returning Procedure

Please ensure you are aware of your vehicle contracted return time as Australian 4WD Hire does not provide refunds following the commencement of hire. Upon the vehicles return and during normal business hours all vehicles will undergo a comprehensive inspection, including any additional cleaning which may be necessary, carried out by our authorised agencies. Australian 4WD Hire, where possible, endeavours to be flexible with return times of vehicles. Please be aware however that other customers may be awaiting the return of the vehicle and Australian 4WD Hire requires sufficient time to facilitate vehicle check in and out procedures as well as preparation of the vehicle for the next Hirer. You have one hour grace period in which to return the vehicle and thereafter, Australian 4WD Hire reserves the right to charge you a full day's rental in the event of a late return.

## 15. Vehicle Breakdown Procedure

Breakdown service is extended to all Australian 4WD Hire Vehicles by RACQ and its affiliates in their respective service areas. If you are travelling outside a serviced area you may have to wait for service to arrive. No replacement vehicle is offered in these circumstances. Your vehicle is maintained to appropriate company and statutory standards, however in the unlikely event of a breakdown you are required to contact Australian 4WD Hire as your vehicle has Manufacturers Road Side Assistance and will be attended by RACQ or authorised contractor.

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## 16. Area of Use & Travelling in Remote Areas

During your travel in remote areas and the Outback, you are welcome to travel on any gazetted roads both sealed and unsealed that are visible on Hema Map, provided that the road is open, in a good condition and safe for the passage of the vehicle. You are not permitted to make your own tracks. You must follow all signposts and instructions that are governed by local authorities, indigenous and private land owners and communities. If you are travelling on private land the Company highly recommends seeking advice from station owners and requesting their own Station Map. Travel in remote areas is permitted, given the roads are visible on a HEMA Map, the road is open, in good condition and safe for passage of the vehicle, however, due to high cost of recovery, travel in remote areas may be subject to a Remote Area Access Bond of \$5,000 in addition to the standard security bond you choose. Travel in remote areas is strictly subject to company approval and the company reserves the right to determine the areas in which the Remote Area Access Bond is required. Prior to hiring the vehicle, the customer must inform the company of the remote areas they intend to travel to, including all remote roads they intend to use. Failure to do so will void the insurance cover and the customer will be fully liable for the whole vehicle. Should the vehicle breakdown, or should damage be caused outside of the disclosed area, the customer will be liable for all costs, regardless of cause. Australian 4WD Hire reserves the right to withhold insurance from any customer who does not disclose their area of use prior to hiring or provides misleading information. The Company recommends all remote area travellers confirm with local police that the roads on which they intend on travelling are in fact open for travel. Driving on roads that are closed is considered Negligence and, regardless of circumstances, will constitute a breach of these Terms and Conditions.

## 17. GPS Tracking of Vehicles

You hereby acknowledge that the Company uses GPS systems to track and monitor the vehicles including, but not limited to, speed, time, driver behaviour, location and routes of travel. At any time, the Company may at its sole discretion prepare a GPS Driver Behaviour Report ("DBR") in respect of the Vehicle indicating the aforementioned matters in addition to other matters the Company at its discretion considers necessary.

In the event the DBR evidences that you:

- have driven the Vehicle in excess of legal speed limits and/or driven the Vehicle more than 60 kilometres per hour on unsealed roads or tracks;
- at the reasonable assessment of the Company your driver behaviour has caused damage and/or excessive wear and tear to the Vehicle;
- the Vehicle has been driven on a road or track which has not been either open or safe for passage or permitted by Company;

You acknowledge that such acts have caused damage and/or excessive wear and tear to the vehicle either seen or unseen and that the Company has suffered loss and damage ("Driver Behaviour Damage"). In respect of the Driver Behaviour Damage you hereby irrevocably authorise the Company, at its sole discretion, to deduct your security bond or part of it by way of liquidated damages ("the Liquidated Damages"). You hereby acknowledge that the Liquidated Damages are a genuine pre-estimate of the loss that the Company will suffer in relation to Driver Behaviour Damage. This clause (17) does not limit the rights and/or remedies available to the Company pursuant to these Terms and Conditions, at law or in equity.

## 18. Company Operating Hours

Australian 4WD Hire is a specialised vehicle rental business, with operating hours between 9am and 5pm Monday to Friday, excluding public holidays. Pick-Up and Drop-Off must be done between 9am and 4pm Monday to Friday at all times or as per Schedule 1 **ONLY**.

## 19. Administration Fee

The Company may, at its sole discretion, charge an administration fee of \$50 for each individual administration task necessary for the administration and/or enforcement of any of the terms and conditions herein. The Hirer/Joint Hirer hereby irrevocably authorise the Company to deduct such fee/s from the Bond held by the Company and/or the credit card/s provided at the time of booking or otherwise immediately upon demand by the Company.

## 20. Legal Warranties and Indemnities

- The Hirer/Joint Hirer and Authorised Driver/s warrant that they are competent drivers and have the necessary skill and judgement to safely operate the vehicle.
- The Hirer/Joint Hirer and Authorised Driver/s warrant that they have the appropriate expertise and driver licences necessary to operate the vehicle in a safe, appropriate and reasonable manner.
- The Hirer/Joint Hirer and Authorised Driver/s warrant that they must maintain necessary drivers licences throughout the term of the hire;
- The Hirer/Joint Hirer and Authorised Driver/s warrant that they will at all times act in the best interests of, well and faithfully serve and promote the Company's business and interests and will not defame or denigrate the Company or its employees, agents or servants following the return of the vehicle.
- The Hirer/Joint Hirer and Authorised Driver/s jointly and severally indemnify and keep indemnified the Company from and against any and all costs, damages, loss or liability of any kind (including legal costs and disbursements in defending or settling the claim giving rise to same on a full indemnity basis) howsoever suffered or incurred by the Company or the vehicle as a result of any act or omission by the Hirer/Joint Hirer and/or Authorised Driver and/or any breach of these Terms and Conditions.
- The indemnity contained in clause subcl 20(e) above extends (without limiting the generality of the foregoing) to any costs, damages, loss or liability (including legal costs and disbursements in defending or settling the claim giving rise to the same on a full indemnity basis) incurred by the Company by virtue of any injury or disability suffered by any employee, agent or servant of the Company, arising by whatever legal theory (whether statutory, tortious or otherwise).

## 21. Severability

If any provision of these Terms and Conditions should be held to be invalid in any way or unenforceable, the remaining provisions must not in any way be affected or impaired. These Terms and Conditions must be construed so as to give effect to the intent of Australian 4WD Hire as it was originally executed.

## 22. Schedules

**Schedule 1** - Rental Agreement Front Page.

**Schedule 2** - Vehicle Checklist.

**Schedule 3** - Vehicle Check List Diagram.

**Schedule 4** - Credit Card Authorisation.

**Schedule 5** - Cleaning Agreement.

**Schedule 6** - Photocopy of Front and Back side of all credit card/s used for the processing of rental payments and security bond.

**Schedule 7** - Photocopy of all forms of ID's and Driver Licences provided by the client and all authorised drivers.

**Schedule 8** - Australian 4WD Hire Terms and Conditions.

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**PRIVACY ACT, 1988 (COMMONWEALTH) – ACKNOWLEDGEMENT AND CONSENT**  
**TO: Smart Corporation Pty Ltd ACN 134 192 297 T/A Australian 4WD Hire ABN 96 073 408 158**

**Privacy Consent**

I/We agree that Smart Corporation Pty Ltd and any member of the Smart Corporation Pty Ltd Group (the "Parties") whether the Parties are related or not may record, collect or exchange with each other any information about me/us including:

- Any information provided by me/us in my/our rental contact;
- Any other personal information, communication or correspondence I/we provide to any of them or which they otherwise lawfully obtain about me/us;
- Any transaction details or transaction history arising out of my/our arrangements with any Party.

If Smart Corporation Pty Ltd or any member of the Smart Corporation Pty Ltd Group engages anyone (a "Service Provider") to do something on its behalf (for example a mailing house or a data processor) then I/we agree that Smart Corporation Pty Ltd, any member of the Smart Corporation Pty Ltd Group and the Service Provider may exchange with each other any information referred to above. Smart Corporation Pty Ltd or any member of the Smart Corporation Pty Ltd Group might give any information referred to above to entities other than the Parties and the Service Providers where it is required or allowed by law or where I/we have otherwise consented (this includes the consents I/we have provided in my/our application and this document).

I/we agree that any information referred to above can be used by the Parties and any Service Provider for processing my/our rental contract and for account administration, planning, product development and research purposes.

I/we understand that I/we can access most personal information that Smart Corporation Pty Ltd or members of the Smart Corporation Pty Ltd Group hold about me/us (sometimes there will be a reason why that is not possible, in which case I/we will be told why).

I/we understand that if I/we fail to provide any information requested in this form, or do not agree to any of the possible exchanges or uses detailed above, my/our rental contract may not be accepted. To find out what sort of personal information Smart Corporation Pty Ltd or members of the Smart Corporation Pty Ltd Group have about you, or to make a request for access, please contact Accounts on 1300 360 339 or +61 7 5527 6191. The Smart Corporation Pty Ltd Group means Smart Corporation Pty Ltd and its related bodies corporate which include Australian 4WD Hire.

Acknowledgement and consent that credit information may be given to a credit reporting agency.

I/We understand that Section 18E(8)(c) of the Privacy Act allows Smart Corporation Pty Ltd ACN 134 192 297 T/A Australian 4WD Hire ABN 96 073 408 158 to give a credit reporting agency certain personal information about Me/Us which I/We authorise Smart Corporation Pty Ltd to do. The information which may be given to an agency is covered by Section 18E (1) of the Act and includes:

- Such permitted particulars about Me/Us which allow Me/Us to be identified.
- The fact that I/We have applied for credit and to cover any outstanding on Smart Corporation Pty Ltd rental agreements in accordance with rental terms and conditions.
- The fact that Smart Corporation Pty Ltd is a credit provider to Me/Us.
- Payments which become overdue more than 60 days and for which collection action has commenced.
- Advice that payments are no longer overdue.
- Cheques drawn by Me/Us which have been dishonoured more than once.
- In specified circumstances, those in the opinion of Smart Corporation Pty Ltd I/We have committed a serious credit infringement.
- That the credit provided to Me/Us by Smart Corporation Pty Ltd has been discharged.

**Authority for Smart Corporation Pty Ltd to obtain certain credit information**

- I/We authorise Smart Corporation Pty Ltd to obtain from credit reporting agencies a credit report containing personal credit information for the purpose of assessing my/our application for personal credit.
- I/We authorise Smart Corporation Pty Ltd to obtain from credit reporting agencies a credit report containing personal credit information for the purpose of assessing my/our application for commercial credit.
- I/We authorise Smart Corporation Pty Ltd to obtain from a business which provides information about the commercial credit worthiness of persons a report about my/our commercial activities or commercial credit worthiness for the purpose of assessing My/Our application for personal credit.

**Authority to exchange information with other credit providers**

- I/We authorise Smart Corporation Pty Ltd to give and obtain from credit providers named in the accompanying credit application and credit providers that may be named in a credit report issued by a credit reporting agency information about my/our credit arrangements.
- I/We understand this information can include any information about My/Our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under Part IIIA of the Privacy Act 1988 and can be used to assess my/our application for credit, to notify other credit providers of a default by Me/Us, to exchange information with other credit providers as to the status of this loan where I/We am/are in default with other credit providers and to assess my/our credit worthiness.

**Credit providers / credit reference**

I/We authorise Smart Corporation Pty Ltd to give and receive a credit provider's credit reference for purposes connected with my/our business, trade or profession.

**Authority to provide information to guarantors**

I/We authorise Smart Corporation Pty Ltd to provide to the Guarantor/s named herein any information relating to My/Our credit worthiness, credit standing, credit history or credit capacity for the purpose of considering whether to act as a guarantor of the proposed facility or in the event that the application is approved.

**Authority for Agents**

I/We authorise Smart Corporation Pty Ltd to disclose to and receive from the Agent, named below, personal information about Me/Us in connection with our application for finance, its processing and acceptance and the ongoing management of the account.

**Name and Address of Rental Contract Holder**

Signatures

Date .... /...../.....

**Name and Address of Agent**

Signature

Date .... /...../.....

Initial Here