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10 Wyreema St, Murray Bridge SA 5253 | ABN – 58 605 735 484

Murray Bridge Vehicle Hire Terms & Conditions

Bond & Payment

At the Start of the rental you must provide your credit/bank card which we will charge the rental amount and bond. Please check that your proposed means of payment is acceptable to us before signing the Rental Contract/Agreement. The bond will be refunded on return of the vehicle (as long as the vehicle is returned in the same condition and with a full tank of fuel). Allow 2 - 14 business days for this refund to be reflected on your credit/bank card or deposited into your bank account.

Pricing for extras such as additional kilometre charges (if applicable) are GST inclusive and don't include Administration Fees and Credit Card Fees.

1. Your rental contract

1.1 This Contract (Rental Contract/Agreement) You have entered into with Murray Bridge Vehicle Hire comprises the rental document for the hire of the Vehicle (Rental agreement) and these terms and conditions of rental (Terms and Conditions). When We refer to the Rental Contract We mean both the Rental Agreement and the Terms and Conditions.

1.2 The date of the Rental Contract is the date that is shown on the Rental Agreement.

1.3 Please read the Rental Contract carefully. If there is anything that You do not understand please ask before signing the Rental Contract/Agreement, as Your signature is Your acknowledgement that You have read and understood the Rental Contract/Agreement in its entirety and that You are bound by it.

1.4 There are words and phrases used in the Rental Contract/Agreement that have a particular meaning that You need to be familiar with.

Accident means an unintended and unforeseen collision between the Vehicle and any other object, including another vehicle, that results in Damage or Third Party Loss.

Administration Fee means the fee charged by Us for the administrative costs associated with Your rental.

Authorised Driver means any driver approved and recorded by Us, either on the Rental Agreement or by prior written agreement.

Damage means:

- (a) any loss or damage to the Vehicle, however caused, that requires repair or replacement;
- (b) towing and salvage fees;
- (c) assessing fees; and
- (d) Loss of Use.

Debit Card means Debit MasterCard or Visa Debit Card.

Loss of Use means the fee calculated at the daily rate shown in the Rental Agreement being Our loss because the Vehicle needs repair and We are waiting for the repairs to be completed or it is a write-off or has been stolen and We are waiting for it to be replaced.

Murray Bridge Vehicle Hire means Murray Bridge Vehicle Hire Pty Ltd ABN 58 605 735 484

Off Road means any area that is not a gazetted road nor a sealed road nor an Unsealed Road and includes but is not limited to unformed roads, fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, rivers, food waters, sand, deserts, rocks, fields and paddocks.

Overhead Damage means:

- (a) Damage at or above the level of the top of the front windscreen of the Vehicle; or (b) Third Party Loss, caused by:
 - (i) contact between the part of the Vehicle that is at or above the level of the top of the front windscreen with objects overhanging or obstructing its path;
 - (ii) use of a Commercial Vehicle so that its height exceeds that permitted by law, by-law, regulation or advisory sign in the area of use;
 - (iii) objects being placed on the roof of the Vehicle; or
 - (iv) You or any person standing or sitting on the roof of the Vehicle.

Rental Charges means all rental and associated charges plus GST or other taxes and levies required by law all shown in the Rental Agreement.

Rental Period means the period shown in the Rental Agreement or as extended by Us.

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

(a) impacts with animals, roadside infrastructure, vegetation, rocks and obstacles; (b) rollovers; or

(c) impacts with any stationary object, including other stationary parked vehicles.

Snow Line means the gates leading to any of the national parks or snowfields in Australia between 1 June and 31 October, or any area where it is indicated or required that snow chains are to be fitted to the Vehicle.

Start of Rental means the date and time that the rental commences at the Rental Station shown in the Rental Agreement.

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

Underbody Damage means any damage to the underside of the Vehicle and includes but is not limited to all parts of the drivetrain, chassis, steering, suspension, brakes, exhaust, floor pan and fuel systems.

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

Vehicle means the vehicle described in the Rental Agreement and includes its parts, components, accessories, keys, keyless start or remote control device, audio equipment and tools or any vehicle substituted by Us pursuant to the Rental Contract.

We, Us, Our means Murray Bridge Vehicle Hire as shown in the Rental Agreement.

You, Your means the person, firm, company or organisation renting the Vehicle or any Authorised Driver shown in the Rental Agreement.

2. Rental period

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

2.2 The Vehicle must be returned to Murray Bridge Vehicle Hire on the date and by the time shown in the Rental Agreement. If You return the Vehicle earlier than the date shown in the Rental Agreement the daily rate payable will be adjusted to reflect the daily rates that apply for shorter rentals. (This will not apply for minimum 2 day hire)

2.3 We understand that circumstances change and that You may require the Vehicle for longer than the Rental Period. If so, You must notify Us at least 12 hours prior to the expiration of the Rental Period.

2.4 If We have agreed to an extension of the Rental Period we will debit the credit/debit card provi.

2.5 If You fail to notify Us at least 12 hours before the expiration of the Rental Period that You require an extension, We may:

(a) terminate the Rental Contract; and

(b) recover the Vehicle by lawful means.

2.6 A 'No Show' fee may apply if You fail to notify Us of Your intended cancellation prior to the date and time of the commencement of Your reservation.

3. Costs, charges & payment

3.1 At the Start of Rental You must provide Your credit card or Debit Card which We may pre authorise as security to pay Your Rental Charges. Check that Your proposed means of payment is acceptable to Us before signing the Rental Contract.

3.2 When collecting the Vehicle the primary cardholder must be present.

3.3 At the end of the Rental Period You must pay Us:

(a) the Rental Charges;

(b) all reasonable costs to return the Vehicle to the same condition it was in at the Start of Rental including but not limited to extra cleaning; and

(c) any amounts payable under clauses 3.9, 3.10, 4.4 and 4.5.

3.4 If You extend the Rental Period from that shown in the Rental Agreement Your included rental kilometres may change and You will be charged for extra kilometres if You exceed the included kilometres

applicable to Your Rental Period.

3.5 If there is Damage or Third Party Loss or the Vehicle has been stolen Your bond will not be refunded.

(a) once Damage has been assessed We will:

(i) Create an invoice outlining the amount owing to Us; or

3.6 If You have not paid the Bond You are in breach of the Rental Contract. You then have no cover and are liable for each of the items and amounts payable under clause 4.5.

3.7 The Vehicle is supplied with a full tank of fuel. If You do not return the Vehicle with a full tank of fuel a refueling charge of \$35 + the fuel cost will apply.

3.8 Roads and Maritime Services payment of tolls incurred by You when driving the Vehicle on a toll road and You must pay RMS:

(a) all tolls incurred in connection with Your use of a toll road;

(b) any other amount that is payable pursuant to the Roads and Maritime Services Terms and Conditions.

3.9 You are liable for and must pay:

(a) speeding and traffic fines, infringements and penalties arising from the use of the Vehicle;

(b) fines, infringements and penalties arising from parking, clamping, towing, or release of the Vehicle from compounds; and

(c) all court fees or costs arising from sub-clauses (a) or (b), whether You were driving the Vehicle or not.

3.11 We may supply Your details to any regulatory authority upon its request and an administrative fee applies if We do. If We have paid any amount for which You are liable pursuant to clauses 3.8 or 3.9 You will also be charged that amount together with an administrative fee of \$50 per infringement.

3.12 All amounts payable under the Rental Contract are subject to subsequent verification and adjustment and details of any adjustments will be provided to You as soon as practicable. If a refund is due to You it will be credited to Your nominated bank Account or bank card (fees may apply). If any amount is due to Us You authorise Us to charge Your bank card with that amount, including the bond and any amounts payable under clauses 3.8, 3.9, 4.4 or 4.5. These charges may be made at any time during or after the end of the Rental Period.

3.13 If currency conversion is required for payment of amounts due to Us under the Rental Contract, We will apply the commercial exchange rate valid at the time We credit or debit Your Murray Bridge Vehicle Hire Account.

3.14 If You fail to pay Us any amount due under the Rental Contract You must also: (a) 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; and

(b) 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.

4. Covers and waivers

4.1 The bond shown in the Rental Agreement will not be refunded if there is Damage, theft of the Vehicle or Third Party Loss.

4.2 There is no cover for Damage to the Vehicle's windscreen, headlights, wheels or tyres.

4.3 There is no cover for personal property owned by You or any passenger.

4.4 You must always pay and there is no cover for:

(a) Theft of the Vehicle or Third Party Loss;

(b) Damage or Third Party Loss that occurs whilst a Commercial Vehicle is being driven in reverse;

(d) Overhead Damage;

(f) Damage or Third Party Loss caused deliberately or recklessly by You, any unauthorised driver or any passenger of the Vehicle;

(g) Underbody Damage and any Damage linked to that Underbody Damage caused by contact between the underside of the Vehicle and any part of the road way or any object or obstruction including but not limited to kerbs, gutters, speed or road humps, barriers or wheel stops;

(h) Damage caused by total or partial inundation or immersion of the Vehicle in water or exposure of the Vehicle to salt water, including that which occurs whilst the Vehicle is being transported;

(i) Damage or Third Party Loss caused or contributed to by You or any driver where You or the driver leaves the scene of the Accident prior to the attendance of the police or reporting the Accident to the police;

(j) the full cost of replacing or repairing any accessories supplied by Us including, but not limited to child

restraints, GPS units, lost keys, keyless start and remote control devices;

(k) Damage caused by use of the incorrect fuel type;

(l) Damage or Third Party Loss if the Vehicle is taken into any area prohibited by the Rental Contract;

(m) property that is stolen from the Vehicle, lost or damaged during the Rental Period or left in the Vehicle after the Vehicle is returned to the Rental Station;

(n) loss or damage to Your property, the property of a member of Your immediate family or of an entity related to You, that arises from the use of the Vehicle; or

(o) Damage, theft of the Vehicle or Third Party Loss if Your Rental Contract is for Customer Own Insurance.

4.5 If You breach the Rental Contract there is no cover and You are liable for:

(a) Damage;

(b) loss of the Vehicle as a result of theft;

(c) Third Party Loss;

(d) storage, repossession and recovery fees;

(e) fees for release of the Vehicle from compounds;

(f) roadside assistance; and

(g) administrative and legal costs of recovery, even if Cover Products have been purchased.

5. Vehicle Tracking

5.1 All vehicles are fitted with tracking devices. Use of tracking devices will only occur if the rental agreement has been breached. We respect Your privacy so We take all reasonable steps to make sure that Your personal information is protected from misuse, unauthorised access or wrongful disclosure.

6. Your responsibilities

6.1 In this section, We set out the responsibilities You have to Us when You hire one of Our Vehicles. You should be aware that a failure to fulfill any of these responsibilities is a breach of the Rental Contract with the consequences that are set out in clause 4.5.

6.2 The Vehicle must only be driven by You.

6.3 You must:

(a) be no less than 25 years of age;

(b) hold a full, current, unrestricted driving licence for the Rental Period valid for the Vehicle and which is written in English or an international licence translated into English;

(c) allow Us to inspect Your licence at any time during the Rental Period;

(d) fully inspect the Vehicle at the Start of Rental to ensure that any pre-existing damage is accurately noted and shown in the Rental Agreement.

If there is any discrepancy You must notify Us prior to leaving the Murray Bridge Vehicle Hire; and

(e) tell Us if You will be using the Vehicle to drive interstate.

6.4 During the Rental Period You must:

(a) take all reasonable care of the Vehicle:

(i) to prevent Damage or Third Party Loss;

(ii) to ensure that the Vehicle is not overloaded by the number of persons or by the weight of goods carried;

(iii) by using any security device fitted to or supplied with the Vehicle; and

(iv) by protecting the Vehicle against inclement weather;

(b) keep the Vehicle locked and the keys and any keyless start or remote control device under Your personal control at all times and You must be able to produce those keys and device in the event of a theft of the Vehicle;

(c) maintain the Vehicle's engine and brake oils, engine coolant levels and tyre pressures;

(d) use the correct fuel type;

(e) comply with all mandatory seat belt laws and fines may be imposed by the police on any driver or passenger who does not have a seat belt properly adjusted and fastened;

(f) comply with all child restraint laws and ensure that for all children under the age of seven years the restraint has been fitted correctly according to the weight and age of the child and that the restraint is properly adjusted and fastened;

(g) return the Vehicle and any accessories supplied by Us including, but not limited to, child restraints and

GPS units in the same condition as at the Start of Rental;

(h) adhere to any mileage instructions displayed in the Vehicle or set by the Murray Bridge Vehicle Hire; and

(i) immediately upon request provide Us and any regulatory authority Your full, accurate and up-to-date information relating to the use of the Vehicle during the Rental Period.

6.5 You must never:

(a) use the Vehicle when it is damaged or unsafe;

(b) drive the Vehicle whilst under the influence of alcohol or drugs or have a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit in the state or territory where the Vehicle is driven;

(c) fail or refuse to undergo any breath, blood, oral fluid or urine test or drug impairment assessment in the state or territory in which the Vehicle is driven;

(d) drive the Vehicle whilst Your driving licence is subject to any restriction or condition;

(e) commit:

(i) any wilful, deliberate or criminal act, including an act of driver abuse; or

(ii) an act of connivance with any person acting for You or on Your behalf, that causes Damage or Third Party Loss;

(f) drive the Vehicle dangerously or recklessly;

(g) use a mobile phone or a GPS unit whilst the Vehicle is in motion or stationary but not parked unless the body of the phone or GPS unit is affixed to the Vehicle and the phone or GPS unit is not being held or touched at any time whilst being used;

(h) leave the keys to the Vehicle, any keyless start or remote door control device in it or with it whilst it is unattended or unoccupied by You or any passenger;

(i) leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator;

(j) modify the Vehicle in any way and no roof racks or towbars are permitted unless fitted by Us;

(k) use the Vehicle for the carriage of passengers or property for hire, fare or reward unless the Vehicle is a Commercial Vehicle and You have Our prior

written authority;

(l) use the Vehicle for off-roading, reliability trials, contest, speed testing, driving instruction, to propel or tow another vehicle, in violation of any legislation, order or regulation affecting the use, loading or condition of the Vehicle, or for any illegal purpose;

(m) use the Vehicle for transporting any animals, unless specifically approved by Us. Additional cleaning charges may apply and will be shown in the Rental Agreement;

(n) sell, rent or dispose of the Vehicle; or

(o) register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009.

6.6 You and any passengers must not smoke in the Vehicle. Additional cleaning charges will apply if there is a breach of this condition.

6.7 Parts of Australia are not suitable for access by rental vehicles. To prevent damage to the Vehicle and for Your own personal safety We strictly enforce conditions that restrict Your use of the Vehicle.

6.8 Unless We have given Our prior written consent, You must never take the Vehicle:

(a) on any Unsealed Road

(b) above the Snow Line.

6.9 You must never take the Vehicle:

(a) Off Road;

(b) between mainland Australia and Tasmania in either direction;

(c) onto any island unless written consent is provided by Murray Bridge Vehicle Hire

(d) through any river, stream, creek or tidal crossing;

(e) through flood waters or on flood prone roads or on any road where the state or condition of the road make the use of the Vehicle unsafe;

(f) on any road where the police or any government or statutory authority has issued a warning, caution or which has been closed;

(g) onto any road where We have notified You that the use of the Vehicle is prohibited;

(h) in Queensland: north of Chillagoe or west of Georgetown, north of Cooktown or Laura, on the Burke Development Road, north of Maggieville, on Unsealed Roads north and west of Mt Isa, on the Bloomfield track; or on the Savannah Way;

(i) on the Tanami Track and the Gunbarrel Highway in Western Australia and the Northern Territory; or

(j) on the road from Jim Jim Falls to Twin Falls in the Northern Territory

6.10 There are other prohibited areas where You must never take the Vehicle in Western Australia: on the Gibb River Road, on the Cape Leveque Road, on the road to Windjana Gorge, on the Cardabia - Ningaloo Road, on the access road from the Great Northern Highway to the Purnululu National Park, commonly known as the Bungle Bungles; or in the Northern Territory on the Larapinta and Namitjira Drives, commonly known as the Mereenie Loop.

7. Our responsibilities

7.1 When You make a reservation with Us We will provide a Vehicle that is of acceptable quality and in good working order for the Rental Period.

7.2 If the Vehicle breaks down during the Rental Period because of Our negligence We will recover and repair the Vehicle as soon as possible. If the Vehicle cannot be repaired We will use Our best endeavours to provide a replacement Vehicle of an equivalent size and standard to the previous Vehicle for the remainder of the Rental Period.

7.3 If it is not possible to conduct an inspection of the Vehicle with You at the end of the Rental Period We will use Our best endeavors to confirm the condition of the Vehicle with You within 4 working hours of the Final Inspection.

7.4 We are only responsible for any direct loss that You suffer as a result of Our breach of the Rental Contract. We are not responsible for missed flights, disrupted travel or holiday plans, loss of enjoyment or opportunity, indirect or consequential loss.

8. Breakdown, accident & repair

8.1 Inherent mechanical faults in the Vehicle receive free roadside assistance.

8.2 Fees and charges apply for all other faults or driver induced errors, including but not limited to:

(a) incorrect refuelling;

(b) a flat battery;

(c) lost keys, a keyless start or remote control device;

(d) keys locked in the Vehicle; or

(e) tyre changing other than as a result of a tyre puncture.

8.3 We reserve the right not to replace the Vehicle if it is involved in a major Accident or there has been major Damage or You have breached the Rental Contract.

8.4 If:

(a) a warning light or fault message appears;

(b) You see or become aware of low engine or brake oils, engine coolant levels or tyre pressures; or

(c) the Vehicle develops any fault during the Rental Period, You must inform Us immediately via the contact details on the Rental Agreement and not use the Vehicle unless We have authorised You to do so. If You fail to notify Us and continue to use the Vehicle You will be responsible for any Damage or Third Party Loss.

8.5 You must not let anyone work on the Vehicle or arrange or undertake any repairs to the Vehicle or towing or salvage of it unless We have given You Our prior authority. You must keep and produce to Us the original tax invoices and receipts for any repairs, towing or salvage and You will be reimbursed only if these expenses have been authorised by Us. Any entitlement to reimbursement is subject to there being no breach of the Rental Contract.

8.6 You must immediately report any Accident or theft of the Vehicle to Us in writing and complete all documentation that We require and forward any third party correspondence or court documents to Us within 7 days of receipt.

8.7 If You have an Accident in which:

(a) a person is injured;

(b) the other party failed to stop or exchange details;

(c) the Vehicle or any other vehicle is towed; or

(d) a driver appears to be under the influence of intoxicating liquor or drugs, a report must also be made to the police immediately.

8.8 If the Vehicle is stolen a report must be made to the police immediately the theft is discovered.

8.9 If You have an Accident You must also:

- (a) make the Vehicle secure;
- (b) get the names and addresses of all persons involved, including witnesses;
- (c) supply Us with any information concerning the driver of the Vehicle and You must allow Us direct access to the driver of the Vehicle and You must fully co-operate in allowing Us to gain such access;
- (d) not make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability;
- (e) permit and assist Us to bring, defend, enforce or settle any legal proceedings against a third party, including attending at a lawyer's office and/or court; and
- (f) allow Us to claim in Your name under any applicable substitute vehicle insurance, and do everything that may be required to assist Us in making such a claim.

9. End of rental contract

9.1 At the end of the Rental Period, in addition to Your obligations under clauses 3.3, 3.4, and 3.5, You must return the Vehicle to Us:

- (a) to the Murray Bridge Vehicle Hire;
- (b) in the same condition it was in at the Start of Rental; and
- (c) at the date and time set in the Rental Agreement.

9.2 We allow a grace period of 30 minutes for the return of the Vehicle but if it is returned to Us more than 30 minutes after the time set for its return in the Rental Agreement You will be charged one full day's extra rental. Standard daily rates will apply if the Vehicle is returned to Us more than 24 hours after the time set for its return in the Rental Agreement unless the Rental Contract has been extended by Us. You will also be liable for any repossession charges, Damage or Third Party Loss or any costs We incur.

9.3 If You return the Vehicle to any place other than a Murray Bridge Vehicle Hire a fee may apply.

9.4 If a bond has been prepaid to Us it is fully refundable to You provided that at the end of the Rental Period:

- (a) all amounts due to Us under the Rental Contract have been paid;
- (b) the Vehicle has been returned to Murray Bridge Vehicle Hire at the date and time set in the Rental Agreement;
- (c) there is no Damage or Third Party Loss;
- (d) the interior and exterior are clean;
- (e) the Vehicle has a full tank of fuel; and
- (f) the Rental Contract has not been breached.

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

9.5 If We terminate the Rental Contract it will not affect Our right to receive any money We are owed under the Rental Contract. We can also claim reasonable costs from You if You do not meet any of the requirements of the Rental Contract.

10. Breach of rental contract

10.1 We may terminate the Rental Contract and take immediate possession of the Vehicle if:

- (a) You breach the Rental Contract; or
- (b) a reckless breach of road or traffic legislation has taken place.

10.2 If the Rental Contract is terminated by Us You must pay for:

- (a) Damage;
- (b) Third Party Loss;
- (c) loss of the Vehicle as a result of theft;
- (d) storage, repossession and recovery fees;
- (e) fees for the release of the Vehicle from compounds;
- (f) road side assistance;
- (g) administrative and legal costs of recovery; and
- (h) all reasonable costs and charges under the Rental Contract.

10.3 If We have terminated the Rental Contract You give Us permission to access and enter Your premises to repossess the Vehicle without using unreasonable force or causing damage.

11 Applicable law

11.1 You have rights conferred by consumer legislation and neither this clause nor any other provision of the Rental Contract is intended to exclude, restrict or modify any implied terms or rights You may have

under the Competition and Consumer Act 2010 or any other Federal, State or Territory legislation in Australia.

11.2 The laws of the South Australia in which Murray Bridge Vehicle Hire is situated and of the Commonwealth of Australia govern the Rental Contract.

12. Dispute resolution

12.1 If You believe there has been an error in Your service or if You have any complaint, Our staff at the Murray Bridge Vehicle Hire will help You in every way they can to rectify the error or resolve the complaint.

13. Privacy policy

13.1 We collect and use Your personal information to provide You with the best level of service possible.

13.2 We respect Your privacy so We take all reasonable steps to make sure that Your personal information is accurate and up to date and that it is protected from misuse, unauthorised access or wrongful disclosure.

13.3 Your personal information may be disclosed to related and non-related third parties with whom We have arrangements to protect Your privacy.