

## KEY TERMS AND CONDITIONS THAT MAY AFFECT YOUR LIABILITY

This is a summary of some, but not all, of the Terms and Conditions that may affect Your liability. Please read the Terms and Conditions in full so that You understand Your obligations when renting the Vehicle.

CLAUSE	SUBJECT	SUMMARY
2.1.	<i>Authorised Drivers</i>	Only drivers authorised by Us before the Start of the Rental are permitted to drive the Vehicle. Allowing an unauthorised driver to drive is a Major Breach of the Rental Contract which excludes the benefit of Damage Cover for Accidents, Third Party Loss and Vehicle theft.
2.2.	<i>Age limits</i>	The minimum permitted age is 21.
2.3, 2.4.	<i>Licence requirements</i>	You and any Authorised Driver must each have a valid licence not subject to any restrictions, cancellation or suspension and Your licences must be produced at the Start of the Rental.
3.1.	<i>Prohibited driving</i>	You must never drive the Vehicle under the influence of drugs or alcohol.
3.2.	<i>Prohibited use</i>	You must never fail to undergo a preliminary breath test, use the Vehicle for an illegal purpose or use it to move dangerous or hazardous goods. And never use a mobile phone whilst driving.
3.3.	<i>Prohibited actions</i>	You must never deliberately damage or modify the Vehicle and carrying passengers for hire, fare or reward or rideshare purposes requires our prior approval and is subject to special conditions.
4.1, 4.2, 4.3.	<i>Prohibited areas</i>	The Vehicle must not be driven on Unsealed Roads, Off Road or in prohibited areas, including flooded roads, beaches, through rivers or streams or salt water or any area prohibited by the police. The Vehicle cannot be driven interstate without our prior permission.
5.2(a).	<i>Start of the Rental</i>	You must inspect the Vehicle at the Start of the Rental for pre-existing damage and sign a Handover Inspection Report showing any pre-existing Damage, as Damage not shown may be deemed to have been caused during the Rental Period.
5.3	<i>Rental Charges</i>	The Rental Charges must be paid weekly in advance and any payment overdue for 14 or more days is a Major Breach, meaning the Vehicle can be repossessed.
5.7	<i>Smoking</i>	You and any passengers must not smoke in the Vehicle and extra cleaning fees apply.
5.9	<i>Chain of Responsibility</i>	When driving a truck that has a Gross vehicle Mass of more than 4.5 tonnes You must comply with Your obligations under the Heavy Vehicle National Law and the Chain of Responsibility.
6.1.	<i>Locking the Vehicle</i>	The Vehicle must be locked when not in use or unattended and the keys are to be kept in Your possession at all times
6.2.	<i>Reasonable care</i>	During Your rental You must take reasonable care of the Vehicle.
6.3.	<i>Maintenance</i>	You must arrange with Us for the Vehicle to be returned or taken to Our nominated service centre for scheduled servicing at the intervals set out in the Terms and Conditions.
6.4.	<i>Vehicle fault</i>	You must notify Us of any Vehicle fault, warning light or fault message or low fluid levels.
7.2	<i>Weekly km limits</i>	Free kilometre use is limited to 1,000 kilometres per working week (Mondays to Friday) and a daily limit of 200 kms per day on weekends. Any use over and above that limit will be charged at the rate of 40 cents per excess kilometre
7.4, 7.5.	<i>Tolls, fines and infringements</i>	You must pay for all tolls, parking fines and infringements and fines for speeding and other driving offences.
8.1, 8.2, 8.5.	<i>Damage Cover, Damage Excess</i>	If there is Damage to the Vehicle, it is stolen or there is any Third Party Loss, You must pay the Damage Excess shown on the Rental Agreement. Any Loss of Use liability is additional to Your Damage Excess liability.
9.1, 9.3	<i>Damage Cover Exclusions</i>	Damage Cover is excluded if there is a Major Breach of the Rental Contract. There are also exclusions for Overhead Damage, Underbody Damage, Damage caused by immersion of the Vehicle in water and use of the wrong fuel type. There is no Damage Cover for lost, damaged or stolen Personal items.
10.2.	<i>Assistance not covered</i>	Flat batteries, wheel changing for a flat tyre, lost keys and keys locked in the Vehicle are excluded and extra charges apply for these services. Use of the wrong fuel type is also excluded.
11.3	<i>Repair without authority</i>	Repairing the Vehicle or letting anyone else repair or tow it is prohibited without our written permission.
12.1, 12.2.	<i>Accident reporting</i>	Any Damage to the Vehicle during the Rental Period must be reported to Us as soon as practicable and You must also report an Accident to the police if any person is injured, a party leaves the accident scene without exchanging details or is affected by alcohol or drugs.
12.4, 12.6.	<i>Co-operation</i>	You must co-operate with Us in the investigation of an Accident or theft claim and with any subsequent legal proceedings
13.1.	<i>Return of the Vehicle</i>	The Vehicle must be returned on time, in clean and good repair and with a full tank of fuel or additional fees will apply. The Rental Period is 24 hours. If the Vehicle is returned late, you will be charged \$25 per hour up to a full day's rental and a further day's rental for each 24 hour period.
14.1, 15.1	<i>Major Breach; Termination</i>	Damage Cover is excluded if You or an Authorised Driver commit a Major Breach or drive the Vehicle recklessly. If there is a Major Breach the Vehicle may be repossessed.
17.2.	<i>Privacy/Tracking Device</i>	A Tracking Device may be fitted to the Vehicle to track its location and record its route of travel, and may provide other data about the use of the Vehicle. It must not be removed.