

Terms and Conditions of the Rental Contract and Agreement

This Rental Contract consists of the Rental Agreement and the Vehicle Condition and Accessories Report.

When we refer to the Rental Agreement or The Agreement, we refer to the whole of the Rental Contract.

Please read the full Rental Agreement before signing it. By signing the Rental Agreement, you are acknowledging that you have read and understood all of the Agreement including the Terms and Conditions and that You are bound by it.

If there is anything in the contract that you do not understand, please ask and clarify before you sign any document.



DEFINITIONS OF TERMS USED

'The Company' means CI car hire ABN 83581345195 also referred to as **'We'** **'Us'** and **'Our'**.

The **'Rental Agreement'** is a legally binding contract made between CI car hire and You (the person hiring the vehicle and any authorised driver).

'You', **'Your'** or **'Hirer'** means the principal hirer of the Vehicle.

'Your Account' means Your deposit, bond, credit card, debit card or cash deposit to which any or all of Your Rental Charges are to be debited.

'Rental Charges' means all fees, amounts, costs and charges specified on Page 1 of the Rental Document or payable under this Rental Agreement.

'Authorised Driver' means any person authorised by CI car hire to drive the Vehicle and noted on Page 1 of the Agreement.

'Rental Period' means the hire of the Vehicle between the dates as shown on page 1 of the Agreement or such extended time as authorised by Us in writing.

'Collection Costs' means the costs incurred by CI car hire in collecting any unpaid Rental Charges from You, including the legal costs, applicable administration fees and any debt collection agent's fee.

'Vehicle' means the rental vehicle as described on Page 1 of the Rental document (or any substitute vehicle) including all its various parts and components, keys and any associated electronic device or tolls tag.

'Overhead Damage' means damage to the vehicle or third-party property resulting from the Vehicle coming into contact with anything above the front and rear windscreens or the top of the doors, other than in an accident with another vehicle.

'Underbody Damage' means damage to the Vehicle caused by the Vehicle coming into contact with anything (including water) below the lower edge of the doors and the bottom of the front and rear bumpers.

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

'Single Vehicle Accident' (SVA) means an incident where the rental Vehicle sustains damage, but does not include any impact between the Vehicle and another moving vehicle. It includes but is not limited to a) impacts with buildings, poles, obstacles, vegetation, rocks, curbs, gutters or drains b) impacts with any other stationary object, including other stationary parked vehicles c) single vehicle rollovers.

'Multiple Vehicle Accident' means loss or damage where Your Rental Vehicle is in a collision with one or more moving vehicles.

'Final Inspection' means the full Vehicle inspection completed following the end of the hire period, once the Vehicle is back in our possession and has been cleaned and properly inspected.

Rental Agreement Terms and Conditions

This is an agreement between the Hirer(s) identified on Page 1 and (The Company) CI car hire to rent a vehicle including all accessories, tools, tyres and equipment of the vehicle.

1. VEHICLE CONDITION, SAFETY AND RETURN

1.1 Our commitment when renting you a Vehicle is we will ensure it is provided in a clean and good operating condition.

1.2 You agree to return the vehicle in the same condition, except for ordinary wear and tear (this does not include windscreen or tyre damage) together with all tools, tyres, accessories and vehicle equipment to the location, date and time as agreed upon by both parties.

1.3 CI car hire may take possession of the vehicle without prior notice and at your expense, if it is used in violation of the law or a material condition of this agreement; or if it is apparently abandoned.

1.4 You must keep the vehicle locked at all times when You are not using it and the keys must be under your personal control at all times.

1.5 You must be able to produce the keys in the event of theft of the Vehicle.

1.6 CI car hire must be notified and agree in writing to any extension of the agreed Hire Period beyond that specified on this Agreement (Page 1), in advance of the return date and time, or the vehicle may be reported as stolen.

1.7 Where an extension of the hire period is agreed to by CI car hire, payment for the agreed extended period of hire must be made immediately, or as agreed by CI car hire.

1.8 The vehicle is fitted with a front and rear recording device, therefore please note that your driving will be recorded at all times and CI car hire will be notified of any reckless driving such as, but not limited to, forceful breaking, harsh turning, speeding and excessive accelerating. CI car hire reserves the right to take possession of the vehicle without any prior notice or refund, should there be evidence of the above. The footage will be used as evidence if an accident has occurred and/or where reckless driving has been reported. The data will be deleted after each Rental Period.

2. UNAUTHORISED AND PROHIBITED USE

2.1 Persons who must NOT drive the vehicle

- a) A person who is not identified on Page 1 of the Rental Agreement.
- b) A person who is not licensed for that class of vehicle
- c) A person whose blood alcohol concentration exceeds the lawful percentage or who is under the influence of drugs.
- d) A person who has given, or for whom You have given a false name, age, address or driver's license detail.
- e) A person whose driver's license has been cancelled, endorsed or suspended within the last (one) year.
- f) A person who has held a driver's license for less than two years.
- g) Any L Plate driver or person learning how to drive
- h) Any P plate driver not specifically authorised by CI car hire to drive the Vehicle.

2.2 Circumstances in which and/or for which the vehicle must NOT be used:

- a) On any road that is not a properly formed and constructed as a sealed, metalled or gravel gazetted road in good condition; except where the lack of sealant or coverage is because the road is under maintenance or if the vehicle is travelling on a well-maintained private driveway or commercial establishment access road.
- b) Off road or on any dirt or sand track, bush or beach path.
- c) To carry any inflammable, explosive or corrosive materials.
- d) To propel or tow any vehicle, trailer, boat or any other object unless CI car hire has specified and authorised such use in writing.
- e) To carry any greater load and/or more persons than is lawful or use the vehicle in as manner or for a purpose other than for which it was designed and constructed.
- f) For any racing, reliability trials, speed trials, hill climbing or being tested in preparation for these purposes.
- g) In a dangerous or wilfully negligent, careless or reckless manner.
- h) In contravention of any legislation or road traffic laws or for any illegal purpose.

3. FINANCIAL OBLIGATIONS

Special Note: Joint hirers and all Authorised Drivers are jointly and severally responsible under this Agreement.

3.1 By entering into this agreement You accept that you are responsible for the following charges and costs resulting from your actions or omissions. **You irrevocably authorise CI car hire to debit your credit card(s) / Debit Card / Deposit / Bond and you will pay on demand:**

- a) All rental charges specified on Page 1.
- b) All charges claimed from CI car hire in respect of parking and any other traffic violations incurred during the hire period or until such later time as the vehicle is returned to CI car hire's possession.
- c) All loss or damage to the motor vehicle, Third Party Damages, legal expenses, assessment fees, clamping fees, towing and recovery, storage and service charges to CI car hire where any condition of this Agreement, relevant to the loss or damage and in particular the conditions of Clause 2, or any special condition on Page 1 has been breached.
- d) Costs, penalties or infringement charges arising from clamping or towing, or release from holding compounds.
- e) All rental charges for any extension of hire that you have requested and we have agreed to.
- f) It is a condition of this Agreement that (excepting where you have entered into a commercial agreement) all hire periods are pre-paid.
- g) The Company reserves the right to require and You agree, that where an extended hire period, week by week, month by month or a long-term hire agreement with progressive payments is entered into, the Account shall be in credit at all times.

- h) Where You are in arrears with progressive hire payments and do not make immediate restitution on demand from CI car hire, We reserves the right to use debt collectors to recover all outstanding fees and charges and use its staff or Mercantile Agents/Repossession Agents to recover the Vehicle.

3.2 You are also required to pay Us the full amount of any damage charges incurred, where:

- a) You have left the vehicle unlocked or left the keys in the vehicle
- a) You have not kept the vehicle key secure and under your personal control.
- b) The underbody of the vehicle is damaged (including water related damage) regardless of cause when an accident with another vehicle is not involved.
- c) The vehicle is partially or totally immersed in water, irrespective of how the damage or loss was caused.
- d) The interior of the vehicle is damaged (other than fair wear), regardless of cause, when no other vehicle is involved.
- e) The tyres of the vehicle are damaged other than by normal wear.
- f) Where damage or loss, including any consequential damage is caused by the use of the incorrect type or grade of fuel
- g) The vehicle is damaged by driving it under or into an object lower than the height of the vehicle, or narrower than 30cm wider than the widest part of the vehicle, including mirrors.
- h) You have failed to maintain all fluid and fuel levels and tyre pressures or have failed to immediately rectify or report to Us any defect of which you become aware or ought to have become aware.
- i) You have failed to properly secure any load or equipment which leads to damage or loss caused by any part of the load or equipment.
- j) The vehicle is damaged by loading or unloading, other than normal wear.
- k) Court costs, fees or penalties arising from use of the Vehicle, whether You were driving the Vehicle, or not.
- l) We may supply your details to any regulatory authority upon demand. You may be charged an administration fee if we do this.
- m) If We have paid a fee for which You are liable, under clause 3, You will be charged that amount plus an Administration Fee.

3.3 Should You fail to pay Us any amount due under the Rental Contract, You must also pay Us:

- a) all reasonable costs and charges We incur in the recovery or attempted recovery of any overdue amount including mercantile agent fees, debt collection fees, commissions and all legal costs.

4. SAFETY OBLIGATIONS

During the Rental Period You must:

- 4.1 Take all reasonable care when driving, reversing and parking the vehicle to avoid any damage or third party loss
- 4.2 Ensure You and your passengers comply with all seatbelt and child restraint laws and ensure any child restraint has been fitted correctly, according to the age and height of the child and ensure the restraint is properly adjusted and fastened when in use.
- 4.3 Never use the Vehicle when it is damaged or unsafe.
- 4.4 Never drive the Vehicle in a deliberately careless, reckless or dangerous manner.
- 4.5 Not leave the scene of a road accident before the arrival of the police or a tow or salvage operator.
- 4.6 Always ensure that any item or load on the Vehicle is properly and safely secured.
- 4.7 CI car hire will not supply any form of child restraint and this will be the responsibility of authorised driver as identified on page 1 of the Agreement.

5. INSURANCE

During the Rental Period:

- 5.1 CI car hire will provide insurance on behalf of the hirer for any accidents, loss or damage occurring to the vehicle described on page 1 of this Agreement. The hirer shall pay an excess amount of \$3500.00.
- 5.2 The hirer is liable for the initial \$3500.00 worth of damage, per event/accident.
- 5.3 The hirer is fully liable for any damage to third party property which is caused or contributed by You or an Authorised Diver or any person You or the Authorised Driver allow to drive the Vehicle
- 5.4 CI car hire strongly recommends the hirer/s take out comprehensive travel insurance.
- 5.5 The hirer shall lose the benefit on the policy of insurance mentioned in clause 5:5.1 if:

- a. the dashcam recording device reports reckless driving such as, but not limited to, forceful breaking, harsh turning, speeding and excessive accelerating
- b. the hirer fails to submit a drugs and alcohol test within one hour of the accident/damage to the vehicle
- c. the hirer fails to notify the local police and/or CI car hire representatives within one hour of the accident/damage to the vehicle
- d. the hirer breaches any of the conditions mentioned in clause 2 of the agreement, including breaching any of the Australian road rules/laws.

5.6 In the event where the vehicle is written off and/or unrepairable, and CI car hire has reasonable grounds to believe the damage was caused or contributed to by You or another Authorised Driver or any person You allow to drive the vehicle, and where you have breached the terms and conditions of the insurance as mentioned in clause 5, You will be liable for the full retail value of the vehicle at the date of the incident plus an import shipping fee of \$13,000.00. The retail value will be determined by a third party.

5.7 CI car hire is liable for any damage to or loss of the Vehicle that is our fault. This includes:

- a) Any failure on our part to properly maintain the Vehicle; and
- b) Loss or damage directly due to our negligence or wilful default.

6. PROOF OF IDENTITY

In order to hire a vehicle, You must present a valid driver's licence, a passport and a credit/debit card.

We will accept an International License in English or with an official English translation where the holder has held the license for a minimum of two years.

We reserve the right to ask any customer for further proof of identity and/or place of residence

7. ACCIDENTS

7.1 In the event of an accident the Hirer or Authorised Driver shall NOT:

- a) Make any admission of liability
- b) Undertake any repairs or salvage without the prior authority of CI car hire except to the extent that repairs or salvage are necessary to prevent further damage to the vehicle or other property.
- c) Admit liability for any loss, claim or demand and agree that if such an admission is made by You or an Authorised Driver then that is a material breach of this Contract.
- d) Not make or give any officers, promises of payment, settlement, waiver, release, indemnity or admission of liability in relation to the Incident, except to the extent that You or the Authorised Driver are required to provide a statement to the Police.

7.2 In the event of an accident the hirer SHALL:

- a) Notify CI car hire of the full circumstances within one hour of the accident/incident.
- b) Notify the State or Territory Police within one hour of the accident/incident.
- c) Where possible, prepare a written statement of the facts signed by all parties. If agreement cannot be reached, obtain a copy of the Police Report.
- d) Where practical and safe to do so, obtain photos of the accident scene and the vehicles involved to assist in any claim.
- e) Complete and furnish to CI car hire or its insurers within a reasonable time any statement, information or assistance which CI car hire or its insurers may reasonably require, including attending at a lawyer's office and at Court to give evidence.

7.3 Should an accident, where You are fully or partially at fault, render the Vehicle unfit to drive, CI car hire will make no refund for the unused hire period, (including any excess reduction payment if applicable).

7.4 The provision of a replacement vehicle shall be at the sole discretion of CI car hire.

7.5 CI car hire shall not be responsible for transporting the hirer or any passengers away from the accident location.

7.6 You will deliver to CI car hire immediately, every summons, complaint or paper in relation to any such loss or damage.

8. FUEL

8.1 The Company has a policy of providing vehicles with a full tank of fuel; however, acknowledges that it is not always practical.

8.2 Notwithstanding the above, the Vehicle must be returned with the amount of fuel equal to that at the time the rental commences.

8.3 If the Vehicle is returned with less fuel the difference will be charged at a cost of \$3.50AUD per litre of fuel plus a \$20.00AUD administration fee.

8.4 The correct type and grade of fuel must be used in the Vehicle, as advised by CI car hire.

8.5 You must pay CI car hire a fixed amount of \$2500.00 in the event where the wrong fuel type was inserted into the vehicle. The Hirer must notify CI car hire immediately if the wrong fuel was inserted to prevent further damage.

9. CLEANING CHARGES

9.1 If the vehicle is returned in an excessively dirty condition that requires additional cleaning or de-odorising, the Hirer is liable for the full cost of this cleaning and any consequent loss of use of the vehicle. These fees include, but are not limited to the cleaning of:

- a) Excessive dirt, mud or sand on, under, or in the Vehicle
- b) Cigarette/cigar smoke, smells or ash residue
- c) Substances spilt on or making the paintwork, including bird or bat droppings
- d) Vomitus, urine, faeces or smells thereof
- e) Fish and bait/or associated smells
- f) Spillage of food or fluids such as milk, drinks, paints, oils or other substances

9.2 Under no circumstances is the authorised driver, or any other passenger, allowed to smoke or use illicit drugs inside the vehicle, including e-cigarettes and vapes.

10. PROPERTY LEFT IN VEHICLE

10.1 Hirers and Authorised drivers are responsible for ensuring no private property is left in the Vehicle at the end of the Hire Period.

10.2 Unless CI car hire or its employees are negligent, We accepts no liability to any person for any loss or damage to any property left in the vehicle after its return; or stolen or lost during the rental.

10.3 You agree to release and hold harmless CI car hire, its agents and employees from all claims for loss or damage to your personal property during the Hire Period.

11. TERMINATION AND EXTENTION OF RENTAL

11.1 Either party may terminate the Rental Agreement at any time if the other party commits a material breach of the Rental Agreement.

11.2 You accept that (excepting where you have entered into a commercial agreement) you have no lawful or contractual right to be in possession of or to use the Vehicle unless the hire for any day of use is agreed to by CI car hire and is pre-paid.

11.3 Continued possession of the Vehicle when not pre-paid is considered to be a material breach of the Contract/Agreement and grounds for immediate termination of the Contract by CI car hire. Once CI car hire has terminated the Contract under these conditions, We consider You to be in unlawful possession of the vehicle.

11.4 You understand and accept that where CI car hire is not able to contact You within 72 hours to arrange immediate payment of any arrears and return the vehicle, or make prepayment to any agreed further extension of the hire, We will cancel / terminate the contract and You or any authorised or unauthorised driver may be considered to be in unlawful possession of the Vehicle.

11.5 You accept that in circumstances where CI car hire reasonably believes you are in unlawful possession of the Vehicle for any reason, the vehicle may be reported to the Police as stolen.

12. GENERAL PROVISIONS

12.1 No right of CI car hire under this agreement may be waived except in writing by Us.

12.2 You and each Authorised Driver agree to indemnify CI car hire from and against any or all claims, demands, actions, liabilities, expenses and costs (including, but not limited to legal costs on an indemnity basis) incurred by CI car hire as a consequence of the failure for whatever reason of the due and punctual performance of Your obligations under this Agreement.

12.3 You and/or the Authorised Driver(s) acknowledge that your interest in the Vehicle is as a bailee of Ci car hire only and that You agree not to part with possession, dispose of, encumber or assign any right or interest in the Vehicle and not to create any lien on the Vehicle for repairs.

12.4 The Hirer shall ensure that a copy of this Agreement is kept in the Vehicle throughout the Hire Period and produced for inspection on demand from an enforcement officer.

12.5 To the extent permitted under Australian Law our liability is limited, at our option, to repair, replacement, or re-supply of the Vehicle for the remainder of Your Hire Period, or reimbursement of your Rental Charges.

13. CANCELLATION POLICY

- Cancellation 30 days or more before the vehicle collection date: 80% refund of the total booking amount.
- Cancellation between 30 and 7 days before the vehicle collection date: 50% refund of total booking amount.
- Cancellation 7 days or less before the vehicle collection date: No refund
- Non arrival of the customer: No refund
- If the cancellation or non-arrival is as a result of airline or weather disruption, customers are eligible for a full refund, and will only be charged a booking fee. Please note, these airline or weather disruptions will only be applicable to flights from Perth or Cocos Keeling Island.