

**THIS RENTAL AGREEMENT IS MADE ON THE DATE SPECIFIED IN THE RENTAL AGREEMENT BETWEEN TASSIE MOTOR SHACKS PTY LTD AND THE CUSTOMER. TASSIE MOTOR SHACKS WILL HIRE AND THE CUSTOMER WILL ACCEPT HIRE OF THE VEHICLE ON THE FOLLOWING TERMS AND CONDITIONS:**

## **1. CONSUMER RIGHTS STATEMENT**

All Customer rights set out in this Agreement are in addition to the Customer's rights as a consumer pursuant to applicable consumer protection laws, including the Australian Consumer Law. Such rights are not excluded, restricted or modified by operation of this Agreement. The Customer may find out more about the Customer's rights from consumer organizations and bodies including the Australian Competition and Consumer Commission and State/Territory fair trading authorities.

## **2. DEFINITIONS**

In this Agreement, unless the context clearly indicates otherwise:

**'Agreement'** means the Rental Agreement and these terms and conditions;

**'Bond'** Excess reduction option chosen.

**'Collection Point'**, in respect of the Vehicle, means the collection point specified in the Rental Agreement;

**'Customer'** means the person or persons nominated as the customer and any person whose credit card is presented for payment of the customer's charges;

**'Excess Reduction Cover'** in respect of a Vehicle means the excess reduction cover option specified in the Rental Agreement;

**'Fee'** daily rental costs and any additional fees as agreed.

**'TMS'** means Tassie Motor Shacks Pty Ltd (ABN 79 877 833 959);

**'Rental Agreement'** means the document entitled Rental Agreement which has been signed for and on behalf of the Customer;

**'Return Location'**, in respect of the Vehicle, means the return location specified in the Rental Agreement;

**'Terms and Conditions'** means the terms and conditions set out in this document; and

**'Vehicle'** means the vehicle hired by the Customer and includes tyres, tools, accessories, and all other equipment, documents or additional hire items related to the vehicle and any replacement or substitute vehicle that may be provided.

## **3. RENTAL DURATION**

**a)** The term of hire (**'Term of Hire'**) in respect of the Vehicle shall commence at the time and date specified in the Rental Agreement (**'Start Date'**) and cease at the time and date specified in the Rental Agreement (**'Return Date'**). Vehicle charges are calculated on a 24-hour basis. On return, the first hour late is free; after the first hour late a full day hire applies. Campervan charges are calculated on a calendar day basis. When calculating the number of days the vehicle is rented, the Start Date is counted as day one of the rental, regardless of pick-up time. The Return Date is counted as the final day of the rental regardless of drop off time.

**b)** Minimum rental periods are subject to change, and any such change will be notified to the Customer prior to booking confirmation.

## **4. RATES, AMENDMENTS AND CANCELLATION CONDITIONS**

**a)** This Agreement and the rates and conditions quoted in our website, brochures and/or documentation are subject to change without notice. However (subject to changes in legislation or system generated errors) TMS will not alter this Agreement or the rates or conditions applicable to the Customer's rental once the Customer's booking has been confirmed by TMS, unless the booking is amended at the Customer's request.

**b)** All amendments to a booking are subject to approval by TMS. If a reservation, Return Location, category or Vehicle type, Collection Point, Start Date or Return Date is amended prior to collection; the applicable rate for the Vehicle may in the absolute discretion of TMS be recalculated to the new rate applicable at time of amendment.

**c)** Subject to clause 4(e), if the Customer requests to voluntarily downgrade their Vehicle type from the reserved category of Vehicle, the Customer will not be entitled to any refund from TMS.

**d)** All changes to a booking, including extensions to the Return Date, are subject to availability and approval by TMS and must be requested through TMS's reservations team at least 48 hours prior to the Return Date specified on the original Rental Agreement or any agreed extension thereof. In the event of any unauthorised extension to the Return Date, TMS reserves the right to charge the Customer the current daily rental rate for each day until the Vehicle is returned.

**e)** Cancellations – A \$500 deposit is required at the time of booking. If the booking is cancelled up to 24 days prior to pick up, a full refund of the deposit will be made (not including any credit card administration fee). If a booking is cancelled between 11 – 24 days prior to pick up, 20% of the total rental cost is charged. If a booking is cancelled between 5 – 10 days prior to pick up, 50% of the total rental cost is charged. If the booking is cancelled from 5 days prior to and including the Start Date or the Customer does not collect the Vehicle from the Collection Point then 100% of the gross rental is chargeable.

## **5. PERSONS WHO MAY DRIVE THE VEHICLE**

**a)** The Vehicle may be hired and driven during the Term of Hire only by the persons specified as authorised drivers in the Rental Agreement and only if they hold a valid full open unrestricted drivers licence, which must be presented to TMS at time of collection of the Vehicle (**'Authorised Driver'**). Only persons 18 years and over may be an Authorised Driver in respect of a Vehicle.

**b)** If the licence of an Authorised Driver is not printed in English it must be accompanied by an accredited English translation which is to be provided to TMS. An International driver licence or permit must always be accompanied by an original and current driver licence.

## **6. CUSTOMER'S OBLIGATIONS**

**a)** **The Customer acknowledges having received the Vehicle in a clean condition, with a full fuel tank. The**

**Customer will return the Vehicle in a clean condition with a full fuel tank on the Return Date at the time and at the Return Point set out in the Rental Agreement.**

**b)** The Customer must ensure that all reasonable care is taken in handling and parking the Vehicle and that it is left securely locked when not in use.

**c)** The Customer must ensure that the recommended levels are maintained with respect to the water in the radiator and battery, the oil and the tyre pressures of the Vehicle.

**d)** Smoking and/or animals (excluding registered guide or assistance dogs) are not permitted in the Vehicle at any time. If this condition is breached, the Customer must pay to TMS a cleaning fee determined by TMS in its reasonable opinion and being not more than \$500.

**e)** The Customer must ensure that all Authorised Drivers comply with, and all Authorised Drivers shall be bound by, these terms and conditions and all Authorised Drivers must carry their driver licence with them when driving the Vehicle.

**f)** In the event of any new damage to the Vehicle, the Customer must notify TMS of the full circumstances of the damage as soon as practicable (being not more than 48 hours) from the time the Customer has knowledge of the damage.

**g)** If there is an equipment defect or mechanical failure of the Vehicle during the Term of Hire, the Customer must notify TMS as soon as practicable, and in any event within 24 hours, from the time the Customer has knowledge of the defect or failure so as to give TMS the opportunity to rectify the problem during the Term of Hire. TMS does not accept liability for any claims submitted after this period.

**h)** The Customer must ensure that a copy of this Agreement is kept in the Vehicle throughout the Term of Hire and produced without delay for inspection on demand by an enforcement officer.

## **7. PAYMENT BY CUSTOMER**

**a)** Prior to collection of the Vehicle, the Customer must pay TMS in full the fees ('Fees'), excess amount/bond ('Security Bond') and any other amounts specified in the Rental Agreement and present a credit card in the Customer's name or a credit card authorization form that is acceptable to TMS for payment of such amounts. Subject to the terms and conditions of this Agreement, the Customer agrees to pay any additional fees and costs that are incurred by the Customer or are payable by TMS in connection with the hire of the Vehicle by the Customer including parking charges and fines, toll road charges and fines, camping charges and fines, speeding and other traffic offence fines, late return fees, and cleaning fees. In addition, the Customer authorises TMS to debit the Customer's credit card for those additional costs which become apparent following the Term of Hire.

**b)** The Customer must pay for all petrol or diesel (but not oil) used in the Vehicle during the Term of Hire.

**c)** The following credit cards will be accepted: Visa and MasterCard.

**e)** Some banks and credit card providers may impose fees for certain transactions, including currency conversion fees. Any fees and other charges which may be charged to the

Customer or the Customer's bank or credit card provider will be the Customer's sole responsibility, and for the avoidance of doubt, are not included in any rate or sum provided by TMS.

f) The Customer accepts the risk of any currency exchange rate fluctuations (including in relation to refunds and return of bonds) and accepts that TMS has no control over any currency conversion rates or fees.

#### **8. CUSTOMER'S LIABILITY**

a) If multiple persons are described as the Customer in the Rental Agreement, each person is jointly and individually responsible for all fees, charges and other obligations pursuant to this Agreement.

b) Subject to clause 8(e), the Customer is liable to TMS for and indemnifies TMS against:

(i) any loss of, or damage to, the Vehicle (including any accessories);

(ii) any consequential damage, loss or costs incurred by TMS, including salvage costs, loss of ability to re-hire and loss of revenue; and

(iii) any loss of, or damage to, vehicles and property of third parties, arising from the use or misuse of the Vehicle by the Customer, any Authorised Drivers, person whom the Customer permits or allows to drive the Vehicle, invitee of the Customer or passengers in the Vehicle during the Term of Hire, to the extent that such loss, damage or costs have been caused by or contributed to by the Customer, any Authorised Driver, any person the Customer permits or allows to drive the Vehicle, any invitee of the Customer or any passenger in the Vehicle, provided that the Customer's liability may be reduced to the amount of the relevant excess amount payable in respect of an incident subject to the terms and conditions of this Agreement.

c) Subject to clause 8(e), the Customer agrees to release and indemnify TMS from and against all actions, claims, demands, losses, damages, costs, expenses, harm or other misadventure which the Customer may suffer or incur or become liable for as a result of any use of the Vehicle in breach of this Agreement, any reckless or negligent act, error or omission of the Customer, any Authorised Driver, invitee of the Customer or passenger in the Vehicle or any misuse of the Vehicle by the Customer during the Term of Hire.

d) Notwithstanding any provision in this Agreement to the contrary, the Customer is not liable to TMS for any loss to the extent that it is caused by us (for example, through our negligence or breach of contract).

e) This clause 8 will survive termination of this Agreement.

#### **9. EXCESS REDUCTION OPTIONS**

The Customer may nominate an option for insurance coverage of the Vehicle. The excess/bond payable in respect of the Vehicle or any incident shall be in accordance with the insurance package option selected by the Customer at the time of renting and specified in the Rental Agreement and the excess applicable to such option will apply together with the appropriate rate of payment for such option.

#### **10. EXCESS REDUCTION COVER**

The Excess Reduction Options is subject to the provisions and exclusions set out below:

a) The Customer may purchase and pay the daily rental rate for the Excess Reduction Option to reduce the Standard Excess payable by the Customer under TMS's cover ('**Excess Reduction Cover**')

b) The Customer's liability is covered by the Excess Reduction Cover as set out in clause 9 to a maximum of \$5,500.

c) The Customer's liability for damage applies in respect of each separate accident, incident or new damage, not each rental.

d) This clause 10 does not apply if the Customer rejects Excess Reduction Cover. If the Customer elects not to use Excess Reduction Cover, the excess payable by the Customer is the Standard Excess as per the Rental Agreement and is payable for each and every event involving the Vehicle.

#### **11. EXCESS REDUCTION EXCLUSIONS**

Excess Reduction Cover does not apply in the following events or in respect of the following fees, damages, expenses and/or costs and the Customer will be fully liable for all fees, damages, expenses and/or costs as specified and/or which are associated with the relevant event:

a) The driver of the Vehicle is under the influence of alcohol or any drug that affects their ability to drive the Vehicle.

b) The Vehicle is in an unsafe or un-roadworthy condition that arose during the Term of Hire and such condition has caused or contributed to the damage or loss, and the Customer or driver of the Vehicle was aware or ought to have been aware of the unsafe or un-roadworthy condition of the Vehicle.

c) The Vehicle is driven by any person not identified as an Authorised Driver in the Rental Agreement.

d) The Vehicle is damaged as a result of submersion in water, including as a result of crossing creeks, rivers, flooded fords, salt water or on beaches, driving through low plain flooded areas or if there was a reasonably foreseeable risk of the Vehicle's submersion in water (for example, while parked in a below ground parking garage).

e) The Vehicle is used in any off road conditions, including on any unsealed road (being a road not sealed with a hard material such as tar, bitumen or concrete). Off road conditions include: fire trails, beaches, sand, tracks, fields or paddocks. The only exception to this is reasonable use of access roads to recognised commercial campgrounds on Bruny Island, Tasmania. Addition costs to the Customer will be incurred for accidents occurring on unsealed roads.

f) The Vehicle is driven when a warning light appears or where the coolant temperature gauge enters a red zone (High).

g) The use of roof racks and snow chains on the Vehicle where such roof racks or snow chains have not been hired through TMS.

h) The costs to replace keys which have been lost, broken or damaged, the cost of retrieval of keys which have been locked inside a Vehicle

i) All costs as a result of breakages, loss, theft or defacement of the Vehicle's interior caused by or contributed to by the Customer, any Authorised Driver, any person the Customer permits or allows to drive the Vehicle,

any invitee of the Customer or any passenger in the Vehicle.

j) Excess Reduction Cover does not cover any theft or attempted theft of the Vehicle or its contents resulting in damage where reasonable precautions were not taken to protect against that theft or attempted theft.

k) Loss of or damage to personal belongings. TMS recommends the Customer does not leave valuables in the Vehicle and TMS strongly recommends that the Customer ensures they take out the highest level of travel insurance.

l) All damage and costs caused by or in connection with reckless conduct or willful misconduct of the Customer or an Authorised Driver or any invitee of the Customer or passenger in the Vehicle. For example, Excess Reduction Cover does not apply in connection with any incidents involving sitting or standing on the bonnet, boot or roof of the Vehicle or propelling an object from the Vehicle.

m) If the Vehicle is willfully or recklessly damaged or is lost as the result of the willful or reckless actions of the Customer or an Authorised Driver or any invitee of the Customer or passenger in the Vehicle (Note: Willful or reckless damage includes fires, any punctures or damage to tyres or rims caused by or contributed to by the Customer, any Authorised Driver, any person the Customer permits or allows to drive the Vehicle, any invitee of the Customer or any passenger in the Vehicle, burning out a clutch and any damage arising from using the Vehicle to propel any other vehicle).

n) Except where TMS is in breach of this Agreement, the costs relating to delivery of a replacement vehicle required as a result of any of the exclusions listed in this clause 11.

o) The use of the incorrect fuel type (i.e. Petrol or Diesel).

p) The retrieval or recovery of a Vehicle which has become bogged or immobile. Any towing required for the Vehicle must be authorised by TMS prior to the towing taking place.

**q) If the Vehicle is involved in a single vehicle accident or the roof of the Vehicle is damaged as a result of any single vehicle incident or accident, regardless of any excess reduction chosen by the Customer, the Customer must pay TMS and is responsible to TMS for all costs and damages arising in respect of such rollover, incident or accident.**

**The Customer's liability under this clause 13(q) is the repair or full replacement cost of the vehicle whichever is the lesser. For the purposes of these terms and conditions a single vehicle "rollover" includes any incident or accident where the Vehicle has rolled, tipped or fallen over and this has caused damage to the Vehicle, including to the roof and/or sides of the Vehicle.**

r) The Vehicle is operated in any race, speed test, rally or contest or the Vehicle is used for the purpose of reward (for example, as a taxi or courier vehicle) or drivers' license test.

s) The Vehicle is driven by any person who at the time when that person drives the Vehicle is disqualified from holding or has never held a driver licence appropriate for that Vehicle.

t) The Vehicle is operated outside the Term of Hire or any agreed extension of that term.

u) If a driver of the Vehicle is convicted of any driving offence under Australian law where the Vehicle, property or any other vehicle is damaged in circumstances which are illegal in Australia.

v) If the Vehicle is loaded or is being loaded in excess of the manufacturer's specifications.

## 12. BOND

**a) If the Excess Reduction Cover has not been chosen, the excess/Bond is payable by credit card only. Please note the relevant amount will be debited from the Customer's credit card immediately. The Bond is fully refundable provided the Vehicle is returned on time on the Return Date and to the Return Point, undamaged with a clean interior and with a full fuel tank. For dispute resolution in respect of bonds please refer to clause 24 of this Agreement.**

**b) TMS reserves the right to retain all or part of the excess/Bond for such period as TMS may determine (acting reasonably) after the Term of Hire to cover the cost of un-notified damage, infringements or damage to third parties or their property. Once a refund is processed by TMS, it may take five or more business days for the funds to become available.**

**c) In the event of a claim, to allow TMS and/or its insurer to determine who is at fault, the relevant excess amount may be retained by TMS irrespective of who is at fault and such amount must be paid to TMS at the time the accident report is completed and not at the expiry of the Term of Hire. The excess will be refunded only if TMS is successful in recovering the complete cost of the damages from the third party. If TMS is not successful in recovering the complete cost of the damages from the third party TMS may retain all or part of the excess/Bond being in respect of such amount of damages that TMS was not able to recover from the third party provided that TMS shall not be entitled to retain any amounts to the extent that any damages have been caused by or contributed to by a breach of this agreement or the negligent act, error or omission of TMS or any of its officers, employees or agents. The Customer acknowledges that third party claims can take many months to resolve.**

**d) In the event of a replacement vehicle being dispatched due to an accident, the applicable excess/Bond will be twice that of the excess/ Bond for the original Vehicle.**

**e) In the event that a replacement vehicle is given due to an accident, any Excess Reduction Cover taken is not transferable to the replacement vehicle.**

**f) For the purposes of this clause 12, 'damage' includes any and all damage to third party property (including vehicle(s), damage to the Vehicle including tyres and windscreens, towing and recovery costs, theft, fire, break-in or vandalism costs and the cost of the daily rental rate for the Vehicle for the period the Vehicle is unavailable for hire by TMS due to repair and reasonable administration costs.**

**g) Where the vehicle has been returned during or outside office hours and the vehicle has undiscovered damage to**

the windscreen or body that has not been reported or is not covered by the customer's chosen excess reduction cover, the customer will be charged and contacted summarizing the cost of repairs

## 13. TMS'S LIABILITY

**a) TMS shall hire the Vehicle and supply any services pursuant to this Agreement:**

**i) on the terms and conditions expressly set out in this Agreement; and**

**ii) subject to non-excludable rights under consumer protection laws. No other terms or rights apply.**

**b) Except as set out in the paragraphs below, TMS accepts its liability to you for breach of contract or negligence under the principles applied by the courts and for breach of any non-excludable rights under consumer protection laws.**

**c) As the hire of the Vehicle and any services TMS may provide pursuant to this Agreement is provided to the Customer for the primary purpose of personal, domestic or household use, TMS does not accept liability to the Customer for losses that result from the use of the Vehicle or any of TMS's services in connection with the conduct of a business. However, we will accept that liability if it cannot be excluded under any legislation. If that liability cannot be excluded but can be limited under any legislation, TMS limits its liability to resupplying, repairing or replacing the Vehicle or services (or payment of the cost of resupply, repair or replacement) where it is fair and reasonable to do so.**

**d) TMS is not liable for any loss to the extent that it is caused by the Customer (for example, through the Customer's negligence or breach of contract).**

**e) TMS is not liable for any loss to the extent that it results from the Customer's failure to take reasonable steps to avoid or minimise the Customer's loss.**

**f) TMS is not liable for any loss caused by TMS failing to comply with its obligations in relation to the hire of the Vehicle or provision of any services where such loss is caused by events outside its reasonable control (such as a failure in equipment that is not owned or operated by us, an industrial strike or an act of God).**

**g) The liability TMS accepts to the Customer under this clause 13 includes liability for our agents according to the principles of vicarious liability at common law.**

**h) This clause 13 will survive termination of this Agreement.**

## 14. ADDITIONAL HIRE COSTS

**a)GPS - (SATELLITE NAVIGATION UNIT)**

**(i) The Customer is liable for misplacing or damaging the GPS unit, mount, charger and carry case to a maximum charge of \$300.**

**(ii) TMS is not responsible for any harm, damage, loss or misadventure that occurs as a result of the use or misuse of the GPS unit.**

**(iii) The Customer agrees to follow all safety and usage guidelines provided by the GPS manufacturer and/or TMS.**

## 15. TOLL NOTICES & INFRINGEMENT FEES

**a) The Customer is liable for all infringement notices received in respect of offences committed during the Term of Hire, including in connection with any fines or charges for traffic offences and speeding offences, any failure to**

comply with directions given by a traffic signal, any toll offences, any parking offences and freedom camping offences.

**b) In the event that TMS receives notice of an infringement and/or fine, TMS may (in its absolute discretion) itself, or TMS may engage a subcontractor to, either:**

**(i) transfer that infringement and/or fine into the Customer's name and charge the Customer an administration fee for each infringement incurred of \$55 including GST for costs associated with the process; or**

**(ii) debit the Customer's credit card for the amount of the infringement and/or fine and charge the Customer an administration fee for each infringement or fine processed at a rate of \$55 including GST per infringement or fine being in respect of costs associated with the process.**

**c) The Customer is hereby notified that, if TMS (itself or by its appointed subcontractor) proposes to debit the Customer's credit card for an infringement and/or fine:**

**(i) TMS will send (or have sent) to the Customer, including by email to the address set out in the Rental Agreement, a copy of the relevant infringement or fine notice and any reminder notice as soon as practicable after it is received by TMS;**

**(ii) the Customer may have the right to challenge, query or object to the alleged offence to the authority that issues the infringement notice or a court (details of the relevant process should be provided on any infringement notice or fine);**

**(iii) The customer may have the right to seek a court hearing (within such as specified on the notice of infringement or fine); and**

**(iv) the Customer has the right to dispute the matter with the credit card issuer.**

## 16. TMS'S OBLIGATIONS

**a) TMS shall make the Vehicle available to hire by the Customer at the nominated time on the Start Date at the Collection Point in a safe and roadworthy condition.**

**b) TMS shall provide all booking agents with updated terms and conditions and Vehicle specifications. Any discrepancies regarding the terms and conditions and/or Vehicle category must be addressed via the original booking agent.**

## 17. MECHANICAL REPAIRS, ACCIDENTS and EQUIPMENT FAILURE

**a) If there is an equipment defect or mechanical failure of the Vehicle during the Term of Hire, the Customer must notify TMS as soon as practicable and in any event within 24 hours from the time the Customer has knowledge of the defect or failure in order to give TMS the opportunity to rectify the problem during the Term of Hire.**

**b) The Customer may contact TMS by telephone (03) 6248 1867.**

**c) TMS reserves the right not to accept liability for any claims submitted after the period specified in clause 17(a) unless the Customer is able to give a reasonable excuse (in the absolute discretion of TMS) as to the failure to provide notice within such period.**

**d) The Customer must ensure that no persons interfere with the distance recorder or speedometer, or (except in an**

emergency) any part of the engine, transmission, braking and/or suspension systems of the Vehicle.

**e)** In the event of any accident or incident involving the Vehicle, the Customer must:

**(i)** notify TMS of the full circumstances as soon as practicable and in any event within 24 hours from the time of the accident or incident;

**(ii)** notify the appropriate **Australian Emergency Services (Police,**

**Ambulance, Fire)** by calling '000' if the accident or incident involves an injury;

**(iii)** record full details of all parties, witnesses to, and vehicles involved in, the accident or incident;

**(iv)** prepare a written statement of the facts signed by all parties; and

**(v)** obtain a copy of any relevant Police report.

**f)** In the event of an accident or incident involving the Vehicle, the Customer must not:

**(i)** make any admission of liability; or

**(ii)** arrange or undertake any repairs or salvage without TMS's prior authority except to the extent that repairs or salvage are necessary to prevent further damage to the Vehicle and/or to other property.

**g)** The availability of a replacement vehicle is not guaranteed and is subject to availability, Customer's location, accident liability and remaining hire duration.

**h)** Additional Customer charges may be incurred including as follows:

**(i)** if a replacement vehicle is required as a result of an accident, the Customer is responsible for making their own way to the relevant TMS branch or pickup location;

**(ii)** the Customer is responsible for the cost of transporting the Customer and any accompanying passengers away from the accident location;

**(iii)** provided TMS has complied with clause 16(a), the Customer must pay for any costs relating to delivery of a replacement vehicle required as a result of any of the exclusions listed in clause 11. These costs apply irrespective of any Excess Reduction Cover applicable to this Agreement.

**(iv)** in the event that a replacement vehicle is given due to an accident, any Excess Reduction Cover is not transferable to the replacement vehicle.

**i)** without limiting any other provision of this agreement, in the event of an accident, breakdown or equipment failure, if a replacement vehicle is not available or accessible to the Customer, TMS will not be liable for any resulting accommodation or living expenses that are incurred, nor personal expenses for missed activities unless such accident, breakdown or equipment failure has been caused by or contributed to by a breach of this agreement by or the negligent act, error or omission of TMS.

**j)** Any mechanical or towing expenses required for the Vehicle must be authorised by TMS prior to the repairs or towing taking place or permitted in accordance with clause 17. Otherwise, TMS reserves the right to hold the Customer liable for such costs.

**k)** If any compensation is approved by TMS due to an accident, breakdown or equipment failure, TMS by agreement may compensate the Customer the

proportionate daily rental rate for the period during which the Vehicle could not be used for its intended purpose.

Please note that Daily excess reduction costs will not be included in any compensation

#### **18. USE OF THE VEHICLE**

**a)** The Customer shall not:

**(i)** drive or use the Vehicle (or permit the Vehicle to be driven or used) otherwise than in a prudent and cautious manner. For the purposes of these terms and conditions, a single vehicle rollover shall be considered a breach of this clause 18(a);

**(ii)** Use or permit the Vehicle to be used for the carriage of passengers for hire or reward, unless TMS has given its prior written consent;

**(iii)** Sublet or hire the Vehicle to any other person;

**(iv)** Permit the Vehicle to be operated outside the Customer's authority;

**(v)** Operate the Vehicle, or permit it to be operated in any race, speed test, rally or contest;

**(vi)** Operate the Vehicle or permit it to be operated for the transport of more than the number of passengers or more than the weight of passengers or more than the weight of goods specified in the certificate of loading for the Vehicle;

**(vii)** Drive or permit the Vehicle to be driven by any other person that is not the holder of a current driver licence appropriate for the Vehicle; or

**(viii)** Use the Vehicle for the purpose of a courier or delivery service.

**b)** TMS values well-being of the Customer and the occupants of the Vehicle and, for safety purposes, TMS reserves the right, at its sole discretion, to restrict Vehicle movements in certain areas due to adverse road or weather conditions, and the distance to nominated destinations in relation to the length of hire period. TMS will advise you on pick up of any travel restrictions known at that time.

#### **19. RETURN OF THE VEHICLE**

**a)** **The Customer shall at or before 1600hrs on the Return Date, deliver the Vehicle (including Vehicle keys) to the branch or Return Location stated in the Rental Agreement, or, subject to these Terms and Conditions, obtain TMS's consent to the amendment or continuation of the hire. (Note: No refund is available to the Customer if the Vehicle is returned earlier than the Return Date stated in the Rental Agreement).**

**b)** In the event of any unauthorised extension to the Return Date, TMS reserves the right to charge the current daily rental rate for each day until the Vehicle is returned and an additional late return fee of up to \$500 (inclusive of GST). In the event of any unauthorised change to the Return Location, TMS reserves the right to charge an additional relocation fee of up to \$500 (inclusive of GST).

**c)** **TMS may charge the Customer a cleaning fee of up to \$500 (inclusive of GST) if, in the reasonable opinion of TMS, the Vehicle is not returned in a clean and tidy condition (including evidence of smoking in the vehicle)**

**d)** **TMS may charge the Customer a fee of up to \$500 (inclusive of GST) for failure by the Customer to empty**

**the grey water or toilet cassette (if applicable) from the Vehicle.**

**e)** **Except where the Customer has pre-purchased gas or fuel, failure to return the Vehicle with full petrol, diesel and/or LPG tanks will result in a \$30 administration fee in addition to the cost of refilling the fuel calculated at a rate of \$3 per Litre (inclusive of GST).**

#### **20. BREACH OF CONTRACT**

TMS shall have the right to terminate the hire and take immediate possession of the Vehicle if the Customer fails to comply with any of the terms and conditions of this Agreement or if the Vehicle is damaged. The termination of the hire under the authority of this clause 19 shall be without prejudice to the other rights of TMS or the Customer under this Agreement or otherwise at law.

#### **21. GENERAL PROVISIONS**

**a)** The Customer acknowledges that TMS retains title to the Vehicle at all times. The Customer must not agree, attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage, let or hire or otherwise part with or attempt to part with the possession of the Vehicle.

**b)** The Customer warrants that all information supplied by them to TMS in connection with Agreement is true and correct.

**c)** All charges and expenses payable by the Customer under this Agreement are due on demand by TMS including any collection costs and reasonable legal fees incurred by TMS.

**d)** TMS may vary this Agreement at any time, however where a booking has been confirmed, the terms and conditions applicable at the time of confirmation will continue to apply to that booking.

**e)** The Customer must not assign, transfer or novate this Agreement or any rights or obligations under this Agreement, without the prior written consent of TMS. The Customer authorises TMS to subcontract the provision of any of the services under this Agreement as TMS may require in its absolute discretion from time to time and at any time.

**f)** If we waive any rights available to us under this Agreement on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

**g)** To the extent that any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. In the event this is not possible, the clause (or where possible, the offending part) is to be severed from this Agreement without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses as the case may be) which will continue in full force and effect.

**h)** In this Agreement, **including** and **includes** are not words of limitation.

**i)** The Terms and Conditions:

**(i)** are governed by the law in force in Tasmania and each party irrevocably submits to the non-exclusive jurisdiction of the courts of Tasmania;

**(ii)** do not create a relationship of principal and agent, joint venture, partnership or fiduciary relationship between the parties

## **22. PRIVACY**

TMS may collect information about the Customer in connection with the performance of this Agreement. TMS may not be able to perform this Agreement if all the information requested is not provided. Information collected and held about the Customer may be used by TMS in connection with the performance of its obligations under this Agreement. TMS may disclose such information to its related bodies corporate and contractors for the purposes of performing this Agreement. Your personal information may be sent to such entities and/or stored on servers. Such information will be stored in accordance with applicable privacy policies and procedures. Under the Privacy Act 1988 (Cth), individuals have rights of access to, and correction of, their personal information.

TMS will comply with the Privacy Act 1988 (Cth) and any applicable regulations and codes in connection with the collection and use such information

## **23. DISPUTE RESOLUTION**

**a)** If you believe there has been an error in your account or if you have any feedback, our staff at the branch will use reasonable endeavors to rectify the error or resolve the issue.

**b)** If your concerns are not resolved to your satisfaction you may make a complaint to TMS at our office, over the telephone, by email or by post. TMS will then refer the matter to our internal complaint handling process.

**c)** Upon receipt of a Customer's complaint, TMS will acknowledge receipt of the complaint. TMS will try to resolve a Customer's complaint at the time it is raised. However, if TMS needs to investigate a Customer's complaint further, TMS will investigate the matter and will aim to resolve the complaint or inform the Customer what it is doing to resolve the complaint within 14 days of receipt of the complaint.

**d)** The time TMS spends investigating a complaint is determined by its seriousness and complexity. TMS is committed to resolving all complaints within 14 days of receipt of the complaint.

**e)** Once TMS has resolved any complaint with the Customer, TMS will aim to finish all steps to deliver that resolution within 14 days. TMS will only implement a resolution once it has been accepted by the Customer.

**f)** If TMS is not able to resolve a complaint within the timeframes set out above, TMS will contact the Customer and explain the reason for the delay and give the Customer a new timeframe for resolution.

**g)** If the Customer is not happy with how the Customer's complaint has been resolved, the Customer has a number of options. TMS may escalate the complaint and review the resolution the Customer was offered. This may involve an escalation to the next level of management. There may be external dispute resolution options available to the Customer and you may refer trade practices issues to the Australian Competition and Consumer Commission.

**h)** Complaints may be made and the progress of a complaint may be checked by contacting TMS by any of the following means:

**(i)** Email: [info@tassiemotorshacks.com.au](mailto:info@tassiemotorshacks.com.au)

**(ii)** Post: Tassie Motor Shacks, PO Box 1097, Rosny Park TAS 7018

**(iii)** Telephone: (03) 6248 1867