
Rental Terms and Conditions

1 Introduction

1.1 Rental Contract

Your contract to hire a Vehicle from Isle Hire (**Rental Contract**) consists of:

(a) the agreement (**Rental Agreement**) You have signed to hire the Vehicle from Us; and (b) these rental Terms and Conditions (**Terms and Conditions**).

1.2 Jurisdiction

The Rental Contract is governed by the laws of Queensland and You agree that courts in that state have non-exclusive jurisdiction to determine any dispute that arises between You and Us.

1.3 Australian Consumer Law

The Australian Consumer Law applies to the Rental Contract and it provides You with rights that are not excluded, restricted or modified by the Rental Contract and any provision in this contract is subject to the specific protections and guarantees in that and any corresponding Federal, State or Territory legislation.

1.4 Electronic signatures

We may use electronic signatures as a means of entry into the Rental Contract. When You insert an electronic signature You consent to the use of this means of acknowledgment and acceptance of these Terms and Conditions and Your obligations under the Rental Contract.

2 Who may drive the Vehicle?



IMPORTANT NOTICE

A breach of any part of this clause 2 is a Major Breach of the Rental Contract. See clause 12 for further details.

2.1 Authorised Drivers

Only You or a one additional Authorised Driver can drive the Vehicle. Allowing anyone who is not an Authorised Driver to drive constitutes a Major Breach of the Rental Contract that excludes You and any Authorised Driver from all entitlement to Damage Cover indemnity under clause 7 of these Terms and Conditions.

2.2 Age limits

There is a minimum and maximum age limit for those renting Our Vehicles. You and any Authorised Driver **must** be at least 21 and not over 75 years of age and have no less than 12 months driving experience, unless We have agreed to a variation of that restriction before the Start of the Rental and it is shown in the Rental Agreement.

2.3 Licence requirements

(a) You and any Authorised Driver must also have a valid licence to drive the Vehicle which is:

- (i) issued in an Australian state or territory or an international licence (with a valid International Driving Permit or an approved translation into English if the licence is not issued in English);
- (ii) appropriate for the class of the Vehicle; and (iii) not subject to any restriction or condition.

- (b) Learner drivers and provisional and probationary licence holders are not acceptable and must not drive the Vehicle.

2.4 Cancelled licences

The Vehicle **must not** be driven if Your licence or the licence of any Authorised Driver has been cancelled within 2 years of the date of the Rental Agreement.

2.5 False information

The Vehicle **must never** be driven by You or an Authorised Driver who has provided a false or misleading name, age, address or driver's licence.

3 Prohibited Use



IMPORTANT NOTICE

A breach of any part of this clause 3 is a Major Breach of the Rental Contract. See clause 12 for further details.

- 3.1 The Vehicle **must not** be driven by You or any Authorised Driver:
- (a) whilst intoxicated or under the influence of drugs or alcohol or with a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit set by law;
 - (b) at a speed in excess of 60 kilometres per hour unless We have given Our prior written permission prior to the Start of the Rental and it is noted on the Rental Agreement;
 - (c) recklessly or dangerously, including burnouts or excessive speeding (being more than 7 speed alerts on Navman); or
 - (d) whilst the Vehicle is damaged or unsafe.
- 3.2 You and any Authorised Driver **must not**:
- (a) fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;
 - (b) use the Vehicle:
 - (i) for any illegal purpose;
 - (ii) to move dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
 - (iii) to propel or tow another vehicle or a trailer;
 - (iv) to carry or transport illegal drugs or substances;
 - (v) in connection with the motor trade for experiments, tests, trials or demonstration purposes; or (vi) in an unsafe or un-roadworthy condition; or (c) use a mobile phone:
 - (i) to make or receive a phone call, perform any audio function or as a navigational device, unless the Vehicle is stationary and the body of the phone is secured in a mounting affixed to the Vehicle and its use does not require manual operation of the phone; or
 - (ii) to send a text message, video message, email or similar communication unless the Vehicle is parked.
- 3.3 You and any Authorised Driver **must not**:
- (a) damage the Vehicle deliberately or recklessly or allow anyone else to do so;
 - (b) modify the Vehicle in any way;
 - (c) sell, rent, lease or dispose of the Vehicle; or
 - (d) register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009.
- 3.4 You and any Authorised Driver **must not** use the Vehicle to carry:
- (a) more than four (4) persons (including the driver) in an open top Vehicle;

- (b) passengers for hire, fare or reward or for rideshare purposes;
- (c) more than the number of passengers for which the Vehicle is licenced; or
- (d) any load that exceeds the limits for which the Vehicle was designed, constructed, registered or licenced.

4 Prohibited areas of use



IMPORTANT NOTICE

A breach of any part of this clause 4 is a Major Breach of the Rental Contract. See clause 12 for further details. The Vehicle **must never** be driven in any area that is prohibited by Us. Prohibited areas include:

- (a) Off Road;
- (b) any restricted area shown on the map provided by Us at the Start of the Rental;
- (c) Westpoint Road and Radical Bay Road;
- (d) roads that are prone to flooding or are flooded;
- (e) beaches, tidal lands, mud flats, salt pans, streams, rivers, creeks, dams and floodwaters;
- (f) any road where the police or an authority has issued a warning;
- (g) any road that is closed; and
- (h) any road where it would be unsafe to drive the Vehicle.

5 Your Obligations



IMPORTANT NOTICE

A breach of any part of clauses 5.5, 5.6, 5.7, 5.8, or 5.10 is a Major Breach of the Rental Contract. See clause 12 for further details.

5.1 Start of the Rental

At the Start of the Rental and before collecting the Vehicle You **must**:

- (a) present Your driver's licence and that of any Authorised Driver and permit copies of the drivers' licences to be made and kept by Us;
- (b) inspect the Vehicle to make sure that any pre-existing damage is noted and shown in the Rental Agreement; and
- (c) pay the anticipated Rental Charges and the Security Bond of \$200.

5.2 Security Bond

The Security Bond will be retained by Us as a security for the performance of any of Your obligations and liabilities under the Rental Contract and is fully refundable to You provided that:

- (a) all amounts due to Us under the Rental Contract have been paid, including toll road charges and refuelling costs;
- (b) the Vehicle has been returned to the Rental Location at the date and time set in the Rental Agreement;
- (c) there is no Damage or Third Party Loss;
- (d) the exterior and interior of the Vehicle are clean; and
- (e) there has not been a Major Breach of the Rental Contract,

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

5.3 During Your rental

You and any Authorised Driver **must not**:

- (a) use the Vehicle to transport any pets or animals except assistance animals;

- (b) smoke in the Vehicle and You must prevent any passenger from doing so; or
- (c) allow the Vehicle to be affected or contaminated by excessive sand, dirt, water, wet seats, food, and drink spillages.

Additional cleaning and deodorising costs of up to \$150 will be charged for a breach of these requirements.

5.4 Seat belts and restraints

You **must** comply with all mandatory:

- (a) 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; and
- (b) 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.

5.5 Vehicle to be locked and keys kept in your possession

You and any Authorised Driver **must** make sure that the Vehicle is locked when not in use or unattended and the keys or remote control device **must** be kept in Your possession, or that of any Authorised Driver, at all times and never left in the ignition when the Vehicle is unattended.

5.6 Reasonable care

You and any Authorised Driver **must** take reasonable care of the Vehicle by:

- (a) preventing it from being damaged;

- (b) making sure that it is protected from the weather;
- (c) maintaining the engine and brake oils and coolant level and tyre pressures;
- (d) using the correct fuel type; and
- (e) making sure it is not overloaded.

5.7 Notification of Vehicle fault You **must** inform Us immediately if:

- (a) a warning light or fault message appears;
- (b) You see or become aware of low engine or brake oils, or engine coolant levels; or (c) the Vehicle develops any fault during the Rental Period.

If You fail to notify Us and continue to use the Vehicle You will be responsible for any Damage or Third Party Loss.

5.8 Repair without authority prohibited

You **must not** let anyone else repair or work on the Vehicle or tow or salvage it without Our prior written authority to do so.

5.9 Repair with authority

Where We have given You Our prior authority to repair the Vehicle 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 Major Breach of the Rental Contract.

5.10 Staying with the Vehicle after an Accident

You **must not** leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator.

6 Rental Period, cost and charges

6.1 Rental Agreement

The Rental Agreement shows:

- (a) the Rental Period for which You have hired the Vehicle; and (b) the Rental Charges.

6.2 Daily kilometre limit

A daily limit of 40 kilometres (for day and 24-hour rentals) applies. For each kilometre You exceed that limit You will incur an additional fee of fifty cents (50c) per kilometre.

6.3 Fines and infringements

You and any Authorised Driver **must** pay all tolls, speeding and traffic fines and infringements as well as any fines or charges imposed for parking or using the Vehicle or release of the Vehicle if it has been seized by a regulatory authority.

6.4 Return of the Vehicle (a)

You must return the Vehicle:

- (i) to the Rental Location;
 - (ii) on the date and by the time shown in the Rental Agreement;
 - (iii) in a reasonable state of cleanliness; and
 - (iv) in the same mechanical condition it was in at the Start of the Rental, fair wear and tear excepted.
- (b) If You fail to return the Vehicle, We may terminate the Rental Contract and if the location of the Vehicle is known, recover it by lawful means or if it is unknown, after making reasonable attempts to contact You, report the Vehicle as stolen to the Police.
 - (c) If the Vehicle is returned to Us early there is no entitlement to a refund.
 - (d) If You return the Vehicle:
 - (i) more than one hour after the date and time set for its return in the Rental Agreement, We will charge You vehicle price \$22 or \$33 per hour up to one full day's rental and a further full day's rental at the standard rate for each 24 hour period or part thereof until the Vehicle is returned to Us; or

- (ii) at any time outside Our normal business hours You **must** pay for the daily Rental Charges and all Damage until the Rental Location next opens for business unless We have agreed to an after business hours drop off and it is shown on the Rental Agreement.

6.5 End of the Rental

At the End of the Rental You **must** pay:

- (a) the balance of the Rental Charges, including any charges for excess kilometres (if any);
- (b) the Damage Excess if there is Damage or Third Party Loss as a result of an Accident or the Vehicle is stolen;
- (c)
 - (i) any costs We incur, including:
 - (ii) extra cleaning costs; and
 - (iii) costs incurred in reinstating the Vehicle to the same mechanical condition it was in at the Start of the Rental, fair wear and tear excluded;
- (d) for all Damage arising from a Major Breach of the Rental Contract;
- (e) for all Overhead Damage;
- (f) for all Underbody Damage; and
- (g) for any Damage caused by the immersion of the Vehicle in water.

6.6 Credit card authority

If any amount is due to Us or remains unpaid, including:

- (a) Rental Charges;
- (b) speeding and traffic fines and infringements;
- (c) fines or charges imposed for parking;
- (d) extra cleaning costs
- (e) refuelling costs; or
- (f) the Damage Excess payable under clauses 7.2(a) and 7.3,

You authorise Us to debit Your credit card with that amount within a reasonable time after the End of the Rental.

6.7 Default in payment

If You default in the payment of any moneys owed to Us under the Rental Contract:

- (a) You must 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;
- (b) We may engage a mercantile agent or debt collector and You must 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; and
- (c) You authorise Us to provide information of that default to a credit reporting body and to obtain an up to date consumer credit report on You. Personal information may be used and disclosed by the credit reporting body in accordance with the Privacy Act to create or maintain a credit information file containing information about You, including defaults in excess of 60 days and the debt owed to Us.

7 Damage Cover

7.1 Standard Damage Cover

Standard Damage Cover is included in the Rental Charges but only for Accidents on a Sealed Road. **Note:** there is no Damage Cover for Damage arising on Westpoint Road or Radical Bay Road.

7.2 Damage Excess payable

- (a) Subject to these Terms and Conditions, We will indemnify You and any Authorised Driver for any Damage to the Vehicle, its theft or Third Party Loss but You must pay up to the Damage Excess of up to \$3,750 as shown on the Rental Agreement for each Accident or theft claim unless:
 - (i) We agree You were not at fault; and
 - (ii) the other party was insured and their insurance company accepts liability.

- (b) The Damage Excess payable under clauses 7.2(a) and 7.3 will be charged to Your credit card:
- (i) for single vehicle Accidents, after a repairer's estimate or tax invoice verifying the amount charged for Damage has been sent to You;
 - (ii) if the Vehicle has been stolen, after We have made reasonable enquiries and in Our opinion it is unlikely the Vehicle will be recovered; and
 - (iii) for Accidents in which there is also Third Party Loss, after:
 - a) a reasonable estimate of the Third Party Loss has been made;
 - b) a repairer's estimate or tax invoice verifying the amount charged for Damage has been obtained; and
 - c) all documents verifying the Third Party Loss and Damage have been sent to You.

7.3 Younger age additional Damage Excess

An additional Damage Excess applies to You or any Authorised Driver who is 21 to 24 years of age.

7.4 Liability reduction

Subject to clause 7.1 You may reduce the Damage Excess payable under clauses 7.2(a) and 7.3 by payment of an additional daily amount as shown on the Rental Agreement.

7.5 Claims Administration fee

All Accident, attempted theft and theft claims will incur a claims administration fee in addition to the Damage Excess liability. This fee is to compensate Us for the labour and associated costs with processing Your claim.

8 Damage Cover Exclusions

8.1 There is no Damage Cover, and You and any Authorised Driver are liable for:

- (a) Damage or Third Party Loss arising from:
 - (i) an Accident that occurs on a road that is not a Sealed Road or on Westpoint Road or Radical Bay Road;
 - (ii) a Major Breach of the Rental Contract; or
 - (iii) the use of the Vehicle by any driver who is not an Authorised Driver or who is less than 21 or more than 75 years of age;
- (b) Overhead Damage;
- (c) Loss of income is calculated at the cost of vehicle hire times the days of downtime.
- (d) Barge Fee
- (e) Underbody Damage; and
- (f) Damage caused by immersion of the Vehicle in water.

8.2 There is also no Damage Cover for:

- (a) the full cost of replacing or repairing any accessories supplied by Us including, but not limited to GPS units, lost keys, keyless start and remote control devices;
- (b) personal items that are left in or stolen from the Vehicle or for loss or damage to property belonging to or in the custody of:
 - (i) You;
 - (ii) any relative, friend or associate of Yours ordinarily residing with You or with whom You ordinarily reside; (iii) any relative, friend or associate of an Authorised Driver; or (iii) (iv) Your employees.

Cancellation

- 9.1 You may cancel Your booking by written notice to Us prior to the Start of the Rental. If You cancel Your booking, a cancellation fee calculated at the following rates applies:

Cancellation Policy
<p>You may cancel with a \$10 cancellation fee until 00:00 on the day of arrival.</p> <p>If you cancel after 00:00 on the day of arrival, the cancellation fee will be the total price of the reservation.</p>
<p>You may make changes to your booking date and time until 00:00 on the day of arrival.</p> <p>No changes to date and time 00:00 on the day of arrival.</p>
<p>If you don't show up, the no-show fee will be the same as the cancellation fee.</p>

- 9.2 A cancellation is not effective until acknowledged and confirmed by Us.

10 Accidents or breakdowns

- 10.1 We will provide You with a Vehicle that is of acceptable quality and in good working condition taking into account the age of the Vehicle but breakdowns do occur. If the Vehicle breaks down during the Rental Period You **must** contact Us on **0417 649 869** to arrange assistance. We will use Our best endeavours to provide a replacement Vehicle where one is available.

- 10.2 A call-out fee of up to \$150 applies for:
- (a) a flat battery because the lights or entertainment system have been left on;
 - (b) tyre changing;
 - (c) lost keys or remote control device;
 - (d) keys or remote control device locked in the Vehicle; or (e) keys not returned at the End of the Rental.

- 10.3 Subject to the Australian Consumer Law, We are not responsible for:

- (a) flights You have missed;
- (b) holiday plans that are disrupted;
- (c) loss or inconvenience caused by natural disasters such as floods, cyclones, hailstorms, earthquakes, bushfires, or pandemics;
- (d) loss of enjoyment; or
- (e) consequential or economic loss.

11 Accident and theft reporting



IMPORTANT NOTICE

A breach of any part of this clause 11 is a Major Breach of the Rental Contract. See clause 12 for further details.

- 11.1 If You or an Authorised Driver has an Accident or if the Vehicle is stolen You **must** report the Accident or theft to Us as soon as is reasonably practical but in no case more than 2 hours of it occurring and You **must** fully complete an Accident/Theft report form.
- 11.2 If the Vehicle is stolen or if You or an Authorised Driver of the Vehicle has an Accident where:
- (a) any person is injured;
 - (b) the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses;
 - (c) the other party appears to be under the influence of drugs or alcohol,
 - (d) You or the Authorised Driver **must** also report the theft or Accident to the Police.
- 11.3 If You or an Authorised Driver have an Accident You and the Authorised Driver **must**:
- (a) exchange names and addresses, telephone numbers and email addresses with the other driver;
 - (b) take the registration numbers of all vehicles involved;
 - (c) take as many photos as is reasonable showing:
 - (i) the position of the Vehicles before they are moved for towing or salvage;
 - (ii) the Damage to the Vehicle;
 - (iii) the damage to any third party vehicle or property; and
 - (iv) the general area where the Accident occurred, including any road or traffic signs;
 - (d) obtain the names, addresses and phone numbers of all witnesses;
 - (e) forward all third party correspondence or court documents to Us within 7 days of receipt; and
 - (f) co-operate with Us in the prosecution of any legal proceedings that We may institute or defence of any legal proceedings which may be instituted against You or Us as a result of an Accident, including attending: (i) Our lawyer's office; or (ii) any Court hearing.
- 11.4 You and an Authorised Driver **must not**:
- (a) make any admission of fault;
 - (b) promise to pay any claim for Third Party Loss; or
 - (c) release the other party from any liability to pay for Damage as a result of an Accident, theft of attempted theft.

12 Consequences of a Major Breach of the Rental Contract

12.1 No Damage Cover

If You or any Authorised Driver:

- (a) commit a Major Breach of the Rental Contract in a way that causes Damage, theft of the Vehicle or Third Party Loss; or
- (b) drive the Vehicle in a reckless manner so that a substantial breach of road safety legislation, has occurred, You and any Authorised Driver:
 - (i) have no Damage Cover;
 - (ii) are liable for all Damage, theft of the Vehicle and Third Party Loss; and
 - (iii) are liable for and **must** pay any additional costs or expenses We incur as a direct consequence.

12.2 Termination and repossession

Acting reasonably, We may terminate the Rental Contract and take immediate possession of the Vehicle if a breach of any part of clause 12.1 has occurred.

13 Privacy

- 13.1 We are committed to respecting privacy and will not collect, use or disclose Your personal information where doing so would be contrary to law.
- 13.2 When We collect Your personal information We will do so only for the purpose of providing rental services to You. If You choose not to provide this information to Us We may not be able to provide those rental services to You.
- 13.3 We take reasonable steps to make sure Your personal information is accurate, up to date and complete and that it is protected from misuse, loss or unauthorised access, modification or disclosure.
- 13.4 We may fit a GPS Tracking Device to the Vehicle to enable Us to track the Vehicle when it is out of Our possession. When You sign the Rental Agreement You are authorising Us to use the GPS Tracking Device to track the Vehicle until it is returned to Us.

14 Definitions and interpretation

14.1 In these Terms and Conditions:

Accident means an unintended and unforeseen incident, including:

- (a) a collision between the Vehicle and another vehicle or object, including animals and roadside infrastructure; (b) rollovers; and
- (c) weather events, including hail Damage, that results in Damage or Third Party Loss.

Authorised Driver means any driver of the Vehicle who is approved by Us and who is recorded on the Rental Agreement prior to the Start of the Rental. **Damage** means:

- (a) any loss or damage to the Vehicle including its parts, components and accessories, including the GPS unit, that is not fair wear and tear;
- (b) towing and salvage costs;
- (c) assessing fees; and (d) Loss of Use, and for the removal of doubt, any Damage to the windscreen, headlights, lights or tyres that makes the Vehicle unroadworthy is **not** fair wear and tear.

Damage Cover means the cover You and an Authorised Driver have for Damage, theft, attempted theft and Third Party Loss under clause 7, subject to the Damage Cover Exclusions in clause 8.

Damage Excess means the amount, including GST, up to which You **must** pay Us in the event of an Accident or attempted theft that causes Damage or Third Party Loss or the Vehicle has been stolen and not recovered.

End of the Rental means the date and time shown in the Rental Agreement or the date and time the Vehicle is returned to Us, whichever is the later.

GPS Tracking Device means a GPS or other device that is fitted to the Vehicle that has electronic tracking capabilities to determine its location and other data including speed and fuel levels.

Loss of Use means Our loss calculated on a daily basis at the daily rate shown in the Rental Agreement because the Vehicle is being repaired or replaced if it is written off as a result of an Accident or it has been stolen. **Major Breach** means a breach of any of the following clauses:

- (a) 2 (all parts), 3 (all parts); 4 (all parts); 5.5, 5.6, 5.7, 5.8, or 5.10, that causes Damage, theft of the Vehicle or Third Party Loss; or
- (b) 11 (all parts) that prevents Us from properly investigating a claim arising from an Accident or theft or from prosecuting or defending any Accident or theft claim.

Off Road means any area that is neither a sealed or 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, flood 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) objects being placed on the roof of the Vehicle; or
- (iii) You or any person standing or sitting on the roof of the Vehicle.

Rental Charges means the charges payable for renting the Vehicle from Us together with GST and any other taxes or levies which are all fully set out in the Rental Agreement.

Rental Location means the location from which the Vehicle is rented, as shown on the Rental Agreement.

Rental Period means the period commencing at the time shown in the Rental Agreement and concluding at the End of the Rental.

Security Bond means the amount shown in the Rental Agreement We collect from You at the Start of the Rental as security for the Rental Charges and other fees and charges incurred during Your rental and the amount is fully refundable subject to clause 5.2.

Sealed Road means a road that has been formed and constructed and sealed with a hard material such as tar, bitumen or concrete.

Start of the Rental means the date and time that the rental commences as shown in the Rental Agreement. **Third**

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

Underbody Damage means any damage to the Vehicle caused by or resulting from contact between the underside of the Vehicle and any part of the roadway or any object or obstruction, including kerbs, gutters, speed or road humps, barriers or wheel stops and does not arise as a result of an impact with another vehicle.

Vehicle means the Vehicle described in the Rental Agreement and includes its parts, components and accessories, including the GPS unit.

We, Us, Our, means Fhayte Investments Pty Ltd ACN 603 129 611 as trustee for the Sharp Family Trust trading as Isle Hire ABN 97 421 286 595

You, Your means the person, whether it is an individual, a firm or company or government agency that rents the Vehicle from Us and whose name is shown in the Rental Agreement.

14.2 Interpretation

In these Terms and Conditions, unless the context otherwise requires:

- (a) headings are for convenience only and do not form part of the Terms and Conditions or affect their interpretation; and
- (b) where You comprises two or more persons each is bound jointly and severally.



