



## Vehicle Rental Agreement

### 1 Definitions and Interpretation

**"Additional Charges"** means any additional costs, fees or charges which are payable under or arising from the Rental Agreement or the use of any Vehicle, including without limitation the additional costs, fees or charges set out in the Schedule of Fees and Charges.

**"Authorised Driver(s)"** means the person is listed as "The Hirer" and/or "Additional Drivers" on the Rental Agreement.

**"Collision or Damage Report Form"** is a form provided to You by SSVR, in the event of an accident or any claim involving the Vehicle, that You are required to furnish about the accident, Damage or loss involving the Vehicle or any third party property.

**"Existing Damage Report"** notes any Damage to the Vehicle at the Start Date/Time.

**"Rental Agreement"** means the form on which all personal and other details are recorded, and which is completed at the time the Vehicle is rented.

**"Hirer", "You" or "Your"** means the name of the person or entity stated in the Rental Agreement as "The Hirer" and includes the signatory, agent, any person or corporate account for whom the Rental Agreement is made, any authorised driver listed in the Rental Agreement, the Issuer of a Purchase Order or Voucher and their authorised representatives and authorised drivers, and any person or entity who or which becomes indirectly liable at law to third parties for loss or Damage caused by the driver of the Vehicle.

**"Loss or Damage Liability" or "LDL"** means the amount of Five Thousand Dollars (\$5,000) unless otherwise agreed with SSVR which You agree to pay immediately in case of loss or Damage to the Vehicle or any third party property regardless of fault, subject to clause 9.

**"Loss or Damage Liability Reduction" or "LDR"** means SSVR agrees to take the risk of Damage or loss and assume payment of Your LDL in part or in full, in effect reducing Your LDL. It applies if You elect LDR, pay the applicable fee and LDR must be shown in the Rental Agreement at the commencement of the rental.

**"Per Day"** means the charge for each 24-hour period or part thereof beginning at the Start Date/Time.

**"Personal Information"** has the meaning given to that term in the *Australian Privacy Act 1988 (Cth)*.

**"Pre-Authorisation"** means a pre-authorisation which will be taken against your debit or credit card to secure your LDL or LDR liabilities as well as any other liabilities for which you are responsible under the Rental Agreement.

**"Refuel Charge"** means the charge set out in the Schedule of Fees and Charges.

**"Rental Period"** means the period beginning at the Start Date/Time and ending at Time In.

**"Return Date/Time"** means the time and date agreed by You and SSVR as to when the Vehicle is to be returned to SSVR as stated in the Rental Agreement.

**"Schedule of Fees and Charges"** means the separate schedule of fees, costs, and charges chargeable under the Rental Agreement, as updated from time to time.

**"Substitute Vehicle Insurance"** means any coverage that You personally have that covers the Vehicle during your use of it.

**"Start Date/Time"** means the date and time when You take out the Vehicle for hire as per the Rental Agreement.

**"SSVR", "We", "Our" or "Us"** means - Smart State Vehicle Rentals Pty Limited (ABN 40 663 319 303) or its authorised licensee, franchisee, agent or representative.

**"SSVR's address"** shall mean SSVR's address as stated in the Rental Agreement.

**"Time In"** means the actual time and date when You return or You are deemed to have returned the Vehicle to SSVR.

**"Unreported Damage"** means any Damage to the Vehicle in respect of which You have not duly completed a Collision or Damage Report Form.

**"Vehicle"** means the Vehicle described in the Rental Agreement including all its parts, components, keys, accessories, contents, tools and equipment as well as any replacement vehicle.

**"Vehicle Damage Policy"** means the policy set out at Schedule 1 to this Agreement.

**"Vehicle Damage Report"** refers to the Existing Damage Report and details any new Damage to the Vehicle at "Time In".

**"You"** means you, the hirer of the Vehicle.

## **2 Who May Drive the Vehicle**

- 2.1 You must ensure that only the Authorised Driver(s) will drive the Vehicle.
- 2.2 An Authorised Driver must be between the ages of 18 and 75 years inclusive.
- 2.3 An Authorised Driver must be currently licensed to drive the type of Vehicle that is being hired.

## **3 Prohibited Use of Vehicle**

- 3.1 Any unsealed roads or off-road conditions.
- 3.2 The carriage of persons or passengers for payment.
- 3.3 The carriage of a greater load and/or number of persons and/or for a purpose for which the Vehicle was not designed and constructed.
- 3.4 The carriage of any inflammable, explosive or corrosive materials or any animal in the Vehicle (excluding service animals).

- 3.5 The carriage of goods, without all necessary approvals, permits, licences and government requirements, to be obtained at Your cost.
- 3.6 The carriage of goods not in accordance with the Vehicle manufacturers recommendations.
- 3.7 For pushing or towing any vehicle, trailer, boat or other object, unless the Vehicle is suitable and necessarily equipped for that purpose, and You have notified us in advance of that intention.
- 3.8 For racing, pacemaking, reliability trials, speed trials, hill climbing or being tested in preparation for those activities.
- 3.9 On beaches or through streams, dams, rivers, or flood waters, flood prone roads, bush fire affected areas or any roadway where the Police or any other Government authority have issued a warning or caution.
- 3.10 Any use of the Vehicle for sleeping, or other purposes for which the Vehicle was not intended.
- 3.11 Any use in contravention of any legislation or a regulation controlling vehicular traffic.
- 3.12 Any use in a dangerous manner or illegal purpose or when it is Damaged or unsafe.

#### **4 Fuel, Maintenance, Security, Safety and Repair**

- 4.1 You agree to indemnify SSVR for any new Damage sustained by the Vehicle. New Damage is determined by reference to existing Damage and excludes fair wear and tear as specified by the Vehicle Damage Policy and You also agree to allow SSVR to fix the Damage in accordance with the process set out in the Vehicle Damage Policy.
- 4.2 If You return with less than a full tank of fuel SSVR will charge You a Refuel Charge in addition to the cost of fuel at a price per litre determined by SSVR.
- 4.3 You must return the Vehicle in an acceptable cleanliness state (in the opinion of SSVR) otherwise a cleaning fee may be incurred.
- 4.4 You must:
  - 4.4.1 maintain all of the Vehicle's fuel, engine oils and engine coolant levels to the manufacturer's requirements
  - 4.4.2 notify SSVR when the Vehicle is due for a service
  - 4.4.3 replace fluid in radiator with a coolant
  - 4.4.4 inflate tyres according to manufacturer's guidelines
  - 4.4.5 keep the Vehicle locked and the keys under Your personal control at all times and produce such keys if the Vehicle has been stolen
  - 4.4.6 comply with any applicable laws such as seat belt & child restraint
  - 4.4.7 follow any reasonable instruction given by SSVR relating to the Vehicle.
- 4.5 You must not repair nor have repairs to the Vehicle carried out unless SSVR authorises You to do so. SSVR will only reimburse You for the cost of repairs if You submit the original receipts for those repairs authorised by SSVR.

#### **5 Your Financial Obligations to SSVR**

- 5.1 At the beginning of the Rental Period, You must pay the required Pre-Authorisation, all known rental charges, all elected options or extras nominated in the Rental Agreement including any Additional Charges, Goods and Services Tax (GST), stamp duty or any other tax, duty, surcharge, levy, fee, or charges imposed by Local, State or Federal government that is applicable to this Rental Agreement.

- 5.2 During the rental period, You must make additional payments for the Additional Charges if SSVR so requires.
- 5.3 At the end of the Rental Period, You must pay all charges stated in the Rental Agreement (including any Additional Charges) and all charges payable under clause 8, less any amounts deducted from your Pre-Authorisation or already paid. Your Pre-Authorisation will be held for 30-days. If you require your Pre-Authorisation to be voided sooner than this 30-days, please advise our reservations team and SSVR will void it as soon as possible after the vehicle has been cleaned.
- 5.4 From the end of the Rental Period:
  - 5.4.1 You must pay any charges and obligations not already paid but for which You are liable to pay in this Rental Agreement.
  - 5.4.2 You will be charged interest at the rate of 8% per annum calculated on a daily basis on all outstanding accounts or charges until fully paid.

## **6 Your Authority to Charge**

- 6.1 You irrevocably authorise SSVR to charge all unpaid moneys payable to SSVR to the credit/debit card provided in respect of the hire of the Vehicle or any other credit/debit card you provide or charge account, as applicable, to pay for any charges and obligations payable in this Rental Agreement.
- 6.2 SSVR may in addition to the sum payable recover from You an additional amount on account of credit/debit or charge account.
- 6.3 If You pay for the hire of the Vehicle by directing SSVR to bill charges to a charge account or to some other person, corporation, or entity who or which fails to make payment when called upon by SSVR, You hereby irrevocably accept that You are primarily liable and You will immediately pay the full amount due to SSVR on demand.
- 6.4 In the event that your credit/debit card or charge account has insufficient funds to cover the charges payable under this Rental Agreement when due, You hereby irrevocably authorise SSVR:
  - 6.4.1 To charge your credit/debit card or charge account as and when sufficient funds become available.
  - 6.4.2 To report your default to credit reporting agencies.

## **7 Return of Vehicle**

- 7.1 You must return the Vehicle to SSVR.
  - 7.1.1 During business hours by the Return Date/Time stated in the Rental Agreement, unless You have requested an extension before the Return Date/Time or as otherwise agreed to by SSVR.
  - 7.1.2 At SSVR's address.
  - 7.1.3 In the same condition as noted on the Existing Damage Report, except for fair wear and tear otherwise You will be liable for any new Damage.
  - 7.1.4 Outside of business hours, by agreement with SSVR, by leaving the key in the allocated key drop box or otherwise as agreed with SSVR.
- 7.2 Until custody of the Vehicle is accepted and the Vehicle is inspected by SSVR You shall be held liable for any loss or Damage.

- 7.3 If You return the Vehicle to a location other than that stated in the Rental Agreement, You must pay a repositioning fee and you will be liable for Damages until custody is accepted and the Vehicle is inspected by SSVR.
- 7.4 You must not return the Vehicle to a location which is not open for business at the time unless agreed by SSVR and stated in the Rental Agreement. If You return the Vehicle after hours:
- 7.4.1 You will be deemed to have returned the Vehicle and the rental charges will continue until that location next opens for business.
- 7.4.2 You are liable for Damages until the Vehicle is inspected by SSVR.
- 7.4.3 If You return the Vehicle to SSVR prior to the Time Due In You shall pay to SSVR the total rate for the contracted duration of the Rental Period. You shall not be entitled to a refund for the unused portion of the Rental Period.

## **8 Termination of this Rental Agreement**

- 8.1 SSVR may terminate the Rental Agreement and require the immediate return of the Vehicle or re-possess the Vehicle, without notice if SSVR has a reasonable ground to believe that:
- 8.1.1 You may have breached a term or condition of the Rental Agreement; or,
- 8.1.2 It is likely that Damage to the Vehicle or harm to a person or damage to property may occur; or,
- 8.1.3 The Vehicle may be involved in any industrial dispute.
- 8.2 In any case in 8.1, You must pay SSVR, costs of retaking the Vehicle plus all other costs and charges under the Rental Agreement.

## **9 Liability**

- 9.1 In the event of SSVR suffering any loss as a consequence of Your use of the Vehicle You are liable for the following costs as reasonably determined by SSVR:
- 9.1.1 The cost of repairs to the Vehicle or the finance payout value of the Vehicle at the time of loss whichever is the lesser provided the finance payout value is not less than the market value of the Vehicle at the time of loss in which case the market value of the Vehicle shall prevail.
- 9.1.2 Legal expenses, appraisal and assessment fees, towing and Vehicle recovery, storage and service charges
- 9.1.3 For any damage or consequential third party damage to the property of any person which arises from or is contributed to by Your use of the Vehicle.
- 9.1.4 For time and loss of use of the Vehicle including SSVR's consequential loss.
- 9.1.5 SSVR's claims administration fees and debt recovery costs.
- 9.2 You are liable for all charges claimed by SSVR arising out of Your use of the Vehicle during the Rental Period or imposed by any governmental or other competent authority (such as road toll, parking fees, parking and traffic infringements) and an infringement administration fee.
- 9.3 Your liability for the charges specified in clause 9.1 shall not exceed the LDL or LDR (as relevant) as per the Rental Agreement unless clause 10.4 applies.
- 9.4 Clause 9.1.3 shall apply notwithstanding the payment of LDR.
- 9.5 In the event of theft of the Vehicle You are liable for the amount of the LDR or LDL as per the Rental Agreement.

## 10 Damage Cover

- 10.1 SSVR does not in any way represent itself to You as carrying on the business of insurance.
- 10.2 Subject to the exceptions in clause 10.4, SSVR's insurance policy covers the Vehicle and any substitute Vehicle SSVR will provide, in respect of Damage to the Vehicle and/or damage to any third party property.
- 10.3 Notwithstanding clause 10.2, you are still liable to pay the LDL.
- 10.4 Subject to clause 9.3 You are liable under clause 9.1 if:
  - 10.4.1 You have breached any term or condition of this Rental Agreement.
  - 10.4.2 The Vehicle or any third party property is damaged by driving the Vehicle under or into an object lower than the height of the Vehicle or by loading or unloading goods or by a person stepping standing or sitting on any panel of the Vehicle.
  - 10.4.3 The under body of the Vehicle is Damaged regardless of cause except where there is a collision with another Vehicle
  - 10.4.4 The Vehicle is totally or partially immersed in water regardless of the cause.
  - 10.4.5 The interior of the Vehicle is Damaged regardless of the cause except where there is a collision with another vehicle.
  - 10.4.6 Any original component or accessory of the Vehicle is missing or has been replaced without SSVR's approval.
  - 10.4.7 You have failed to maintain all fluid and fuel levels of the Vehicle or have failed to immediately report to SSVR any defect to the Vehicle of which You have become or ought to have become aware and the Vehicle is Damaged as a result.
  - 10.4.8 You have failed to secure the Vehicle, property, any load or equipment which leads to loss or damage caused by any part of the load or equipment.
  - 10.4.9 You have made a misleading or false statement under this Rental Agreement.
  - 10.4.10 You fail to submit a completed Collision or Damage Report Form within a reasonable period or You submit a false or misleading Collision or Damage Report Form.
  - 10.4.11 You fail or neglect to take reasonable steps to protect the safety of Vehicle during or after the occurrence of an accident or breakdown (including following any reasonable instructions given by SSVR).
  - 10.4.12 The claim relates to property (including another vehicle) You or any member of your family owns or has physical, legal custody or control of.
  - 10.4.13 Insurance claim for loss or Damage is declined or not accepted or exempted by Owner's insurer.
  - 10.4.14 You fail to pay all charges applicable under the Rental Agreement on demand.
  - 10.4.15 Your blood alcohol concentration exceeds the lawful percentage whilst driving the Vehicle or You are under the influence of a drug that would prohibit You from driving under any law applicable in the State in which You are driving.
  - 10.4.16 You use or intend to use the Vehicle for an illegal purpose.
  - 10.4.17 You refuse to take a breath or blood test in the State or Territory In which the Vehicle is driven.
  - 10.4.18 You have committed an offence which is likely to void the insurance held by SSVR.

10.4.19 You wilfully or maliciously Damage the Vehicle.

10.4.20 You wilfully contravene any legislation or regulation controlling vehicular traffic.

## **11 Your Obligation to Indemnify SSVR**

11.1 You agree to release and indemnify SSVR for any claim for loss or damage of any personal property which has been:

11.1.1 stored in the Vehicle, or;

11.1.2 stolen from the Vehicle, or;

11.1.3 otherwise lost during the Rental Period, or;

11.1.4 left in the Vehicle after it has been returned to SSVR; or

11.1.5 stored or left at SSVR's address.

11.2 You agree to release and indemnify SSVR for any claim for any indirect, incidental or consequential losses or damages relating to this Rental Agreement.

11.3 You agree to indemnify SSVR for any third party claims arising from Your use of the Vehicle if You have breached the Rental Agreement.

## **12 Your Obligation in Case of an Accident or Any Claim**

12.1 Where the use of the Vehicle by You or any other person results in an accident or claim, or where Damage or loss is sustained to the Vehicle or any third party property or if the Vehicle has been stolen, You must:

12.1.1 Immediately report such incident to the local police and SSVR.

12.1.2 Furnish SSVR with an accurately completed and signed Collision or Damage Report Form to SSVR's satisfaction.

12.1.3 Complete and furnish to SSVR within a reasonable time any statement, information or assistance which SSVR or its insurer may reasonably require, including attending at a lawyers office and at court to give evidence.

12.1.4 Not make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability.

12.1.5 Permit SSVR or its insurers at its own cost to bring, defend, enforce or settle any legal proceedings against a third party.

12.1.6 Allow SSVR to claim in Your name or that of the Authorised Driver under any applicable Substitute Vehicle Insurance & You must do, and must cause the Authorised Driver to do, everything that may be required to assist SSVR in making such a claim, including assigning the benefit of any Substitute Vehicle Insurance to SSVR.

12.1.7 Forward to SSVR any claims or correspondence from third parties within seven 7 days of receipt.

12.2 In the event that You report the Vehicle stolen You must return the keys to SSVR immediately.

## **13 Severability**

13.1 In case any clause or part of a provision of this Agreement is invalid, illegal, unlawful or otherwise being incapable of enforcement, that clause or part of a clause shall be read down only to the extent necessary to make it valid, legal, lawful or enforceable; and

- 13.2 If it cannot be read down, it is deemed to be severed from this Agreement and of no force and effect, and
- 13.2.1 all other clauses or parts of clauses of this Agreement shall nevertheless prevail and remain in full force and effect, be valid and fully enforceable and
  - 13.2.2 no clause or parts of clauses of this Agreement shall be construed as being dependent upon another clause or part of a clause unless so expressed herein.

## **14 General Provisions**

- 14.1 No right of SSVR under this Rental Agreement may be waived except in writing by an authorised officer of SSVR.
- 14.2 Words used in this Rental Agreement to denote singular words include the plural.

## **15 Our Privacy Policy**

- 15.1 Any Personal Information provided by You (whether Personal Information of You or another individual which You have the necessary consents to provide) may be collected, used and disclosed by SSVR and its authorised representatives, officers and employees for the purposes contemplated by this Rental Agreement and Privacy Notice which is at <https://smartstaterentals.com.au/privacy-policy/> which You agree that You consented to before you agreed to this Rental Agreement.
- 15.2 You must not provide us with any Personal Information of another individual unless You first make them aware of the Privacy Notice and have provided their consent to SSVR.

## **16 Goods and Services Tax (GST)**

- 16.1 Prices provided in this Rental Agreement state whether they are exclusive of goods and services tax (GST) or inclusive of GST.
- 16.2 If GST is payable in respect of a supply under applicable law in addition to a price displayed, then the recipient of the supply must pay to the supplier an amount (GST Amount) equal to the GST payable on the supply. The GST Amount is payable by the recipient in addition to and at the same time as any consideration for the supply.

## **17 Anti-Bribery and Anti-Corruption and Modern Slavery**

- 17.1 Each party represents and warrants that it has complied, and will continue to comply, with all applicable Australian anti-bribery and anti-corruption laws, including the *Criminal Code Act 1995 (Cth)*, and all applicable modern slavery laws, including the *Modern Slavery Act 2018 (Cth)*.
- 17.2 Each party confirms that it does not knowingly engage in, support, or permit any form of modern slavery, including slavery, servitude, forced labour, human trafficking, or similar practices, in its business operations or supply chains relevant to this Rental Agreement.
- 17.3 Any breach of this clause will constitute a material breach of this Rental Agreement.

## **18 Governing Law and Jurisdiction**

- 18.1 The laws of Queensland, Australia govern this Rental Agreement.
- 18.2 You and SSVR submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland, Australia and waive any right to claim that those courts are an inconvenient forum.

## Schedule 1

### Vehicle Damage Policy

SSVR operates a fair wear and tear policy in line with the Australian Finance Industry Association Code of Practice.

For your benefit we have defined what constitutes Damage. Please check the Vehicle's condition against the Existing Damage Report or by reference to the most recent photographs taken of the Vehicle you are renting. If there are discrepancies, please see SSVR's representative and we will update our records accordingly. You are invited to take a time-stamped photograph of the relevant pre-existing Damage before leaving the rental location or, if poor weather conditions or bad light, you can take a photograph with a time/date stamp within 60 minutes of leaving the rental location and show SSVR's representative on return. LDR is not applicable for any damage caused due to gross negligence or intentional damage.

Fair Wear and Tear is minor damage or wear that is reasonable to expect by normal use of driving a vehicle. For your benefit we have listed what Constitutes damage, and, therefore, chargeable at the end of your rental.

In the event of an accident complete the Collision or Damage Report providing the details of your accident or the theft including any third-party information, even if there is no Damage to the vehicle. The Collision or Damage Report must be completed and signed by you and provided to a member of staff when you return the Vehicle.

#### Vehicle bodywork

- Scratch/Scrape over 20mm in length and over 1mm wide with paint surface penetration.
- Dent over 20mm diameter or paint surface penetration or multiple dents.
- Bumper scratch/scrape over 20mm in diameter with paint surface penetration. This is exclusive of rear bumper damage caused by the removal of items from boot/trunk.
- Lower front bumper scuffing or scrapes above the first 50mm of the lower front bumper or above the lower front bumper first crease line.

#### Tyres

- Repair where a repair is possible (i.e. the tyre has not been run on a flat) only the tyre repair will be charged.
- Where tyre repair is not possible a replacement tyre (incl. fitting) will be charged.
- Tyre damage is unrepairable punctures. Tyre tread and sidewall damage that is not roadworthy e.g. cuts, bulges, gouges and abrasions. Tyre misuse e.g. flat spots and burnouts.

#### Ancillary components

- Damage to mirrors.
- Damage to lights including: chips, holes, scratches and cracks.
- Wheel trims cracked, broken, missing, mismatched or not original.
- Damage to alloy wheels.
- Cracked, buckled, gouged, mismatched or not original.

### Vehicle interior

- Any missing original equipment as noted.
- Trim damage or missing parts of the interior trim.
- Upholstery burns, cuts, stains or tears to the seats, carpets, roof lining and material in the glove box/boot.
- Excessively dirty or smelly vehicle.

### Glass

- Repair between 2mm to 20mm in primary vision area (PVA) only.
- Replace over 2mm in critical vision area (CVA) edge of screen (90mm for top & sides, 65mm from bottom) and over 20mm in primary vision area (PVA).
- Note: If you notice a chip within 60 minutes of leaving SSVR's address, take a photo with the date/time stamp and present it to an employee of SSVR on your return.