

1 Understanding the Contract

1.1 In this Contract unless otherwise stated:

Accident means a single, unintended, unforeseen happening, incident or event that is neither expected nor designed.

Additional Driver means any driver approved by Us in writing in the Hire Agreement prior to the Start of the Rental.

Authorised persons means any persons authorised by Us including directors, employees and contractors or any other person directed by Rent a Dream Car to act on its behalf.

Damage, Damaged means the expenditure in towing, transporting and storing the Motor Vehicle, loss or damage to the Motor Vehicle (including tyre, rim and windscreen damage), replacing parts or accessories, the cost of an expert to inspect the damage and report thereon, loss of the Motor Vehicle as a result of theft and any Loss of Use.

End of the Rental means the date and time that the rental concludes as shown in the Hire Agreement.

Hire Agreement means the Motor Vehicle hire agreement to which these terms and conditions have been annexed.

Loss of Use means Our loss calculated on a daily basis at the daily rate shown in the Hire Agreement because the Motor Vehicle is being repaired or replaced if it is written off as a result of an Accident or it has been stolen.

Loss and Damage Fee (LDF) means the amount of \$7,500 (including GST) that You must pay Us in the event of Damage caused by an Accident or theft of the Motor Vehicle.

Motor Vehicle means the vehicle described in the Hire Agreement including all keys, tyres, manufacturer supplied equipment, tools and accessories, instruments and documents in and on the vehicle when You take possession of it.

Overhead Damage means any damage to the Motor Vehicle caused by an impact to the Motor Vehicle that is level with or above the top of the windscreen of the Motor Vehicle.

Rent-a Dream Car means Grace Cars Pty Ltd ABN 61 153 274 778 trading as Rent-a Dream Car.

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

Rental Period means the period from the time and date You take possession of the Motor Vehicle until its return to Us as indicated in the Hire Agreement.

Renting Location means the location from which the Motor Vehicle was hired.

Sealed Road means a road 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 Hire Agreement

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

Underbody Damage means any damage to the Motor Vehicle caused by an impact to the underside of the Motor Vehicle by an impact with the road or any obstruction that does not arise as result of an impact with another vehicle.

We, Us, Our, means Grace Cars Pty Ltd ABN 61 153 274 778 trading as Rent A Dream Car.

You, Your means the person, whether it is an individual, a firm or company that rents the Motor Vehicle from Us whose name is stated in the Motor Vehicle Hire Agreement.

1.2 Headings of the clauses have been inserted for guidance only and do not form part of this Contract.

2 Rental Charges and other sums payable

2.1 The contract You have entered with Us has two separate documents that together form the legal contract (**Contract**) You have with Us for the hire of Our Motor Vehicle. Those documents are:

- (a) the Motor Vehicle Hire Agreement (**Hire Agreement**) You have signed to rent the Motor Vehicle from Us; and
- (b) these terms and conditions (**Terms and Conditions**).

2.2 The date of the Contract is the date that is shown in the Hire Agreement.

- 2.3 At the Start of the Rental and prior to You being given delivery of the Motor Vehicle You **must** pay:
- (a) the total Rental Charges;
 - (b) any delivery and/or collection fees; and
 - (c) a Security Bond (**Bond**) of \$7,500.
- 2.4 If You return the Motor Vehicle early We shall not be liable to You for any refund for unused time.
- 2.5 You **must** pay all parking, speeding and traffic fines and tolls incurred by You and We may pay any regulatory authority on Your behalf and debit Your credit card for the fine or toll if You fail to do so, together with an administrative fee of \$30.
- 2.6 By signing the Hire Agreement You authorise Us to deduct from Your credit card the LDF, Bond, any fines, road tolls, unpaid hire fees and tow fees occurring during the hire of the Motor Vehicle whether caused by Your fault, that of a third party or by Act of God, as well as any costs incurred in the administration or recovery of these fees.
- 2.7 If You are involved in an Accident resulting in Damage to the Motor Vehicle, whether mechanical, electrical, or bodywork, You acknowledge that We may hold the full sum of the Bond until such time as repairs are completed and the Motor Vehicle is fully serviceable, subject to the responsibility for the Accident being clearly established.
- 2.8 Any Accident for which You are at fault may result in further charges up to but not exceeding the LDF including, but not limited to:
- (a) Motor Vehicle recovery costs;
 - (b) emergency or temporary repairs or parts;
 - (c) expert reports;
 - (d) legal fees; and
 - (e) Loss of Use.
- 2.9 In the event that the Motor Vehicle is not refuelled prior to its return to the Renting Location You authorise Us to deduct payment for fuel at a rate of \$1.75 per litre.
- 2.10 You acknowledge that the Rental Period is clearly stated in the Hire Agreement and that if You return the Motor Vehicle later than 15 minutes after the stated return time You will incur a penalty of up to 1.5 times the hourly rate of the rental specified in the Hire Agreement.
- 2.11 Unpaid moneys owed by You to Us under the Contract incur interest at 9% per annum until all amounts have been repaid to Us.
- 2.12 You acknowledge and accept that We have a minimum of ten (10) weeks after the End of the Rental to debit You for any charges incurred or for loss suffered as a result of a breach of the Contract.
- 2.13 You acknowledge that if the Motor Vehicle is confiscated and/or destroyed by authorities whilst in Your care You are liable for the entire replacement cost of the Motor Vehicle and any associated costs, including legal fees and Loss of Use.

3 Delivery, custody and return of the Motor Vehicle

- 3.1 It is Your obligation to collect and/or return the Motor Vehicle and We are not liable in damages nor shall the Contract be in any way affected by any delay in or refusal of collection or delivery.
- 3.2 You acknowledge that the Motor Vehicle was collected by You or delivered to You:
- (a) in good condition except for the items noted on the attached damage sheet; and
 - (b) with a full tank of fuel (98 Octane 'Premium Unleaded only).
- 3.3 You acknowledge that You **must** return the Motor Vehicle to Us in the same condition as at the Start of the Rental, fair wear and tear excepted.
- 3.4 You acknowledge that the Motor Vehicle is Your responsibility throughout the Rental Period and that You **must** take all necessary precautions to ensure the Motor Vehicle is locked and secure before You leave the Motor Vehicle and in the event of theft You must be able to produce the Motor Vehicle's keys to Us.
- 3.5 You **must** ensure that when the Motor Vehicle is rented out overnight it is securely garaged, off the road and protected from weather.
- 3.6 You **must not**:
- (a) transfer, assign, mortgage, encumber, pledge, underlet, part with possession of, create any lien in respect of or create or register any interest under the Personal Properties Security Act 2009 or otherwise deal with or dispose of the Motor Vehicle;

- (b) modify or alter the Motor Vehicle or alter or deface any identifying number, name or mark upon the Motor Vehicle in any way; or
- (c) sell, rent, lease or dispose of the Motor Vehicle or for any form of hire or reward;

3.7 If You do not notify Us that You want to extend the duration of hire We reserve the right to immediately report the car to the Police as stolen and to give Your details to the Police.

3.8 You **must** return the Motor Vehicle to Us at the End of the Rental Period with all of the keys, tyres, manufacturer supplied equipment, tools and accessories, instruments and documents in and on the Motor Vehicle as supplied by Us at the commencement of the Contract.

4 Use of the Motor Vehicle

4.1 You and any Additional Driver **must not** be less than 30 years of age.

4.2 The Motor Vehicle **must not** be used outside the State specified in the Hire Agreement without Our prior written consent.

4.3 The Motor Vehicle **must** only be driven on a Sealed Road.

4.4 The Motor Vehicle **must not** be used in any area that is prohibited by Us. If You are unsure, ask Us at the Start of the Rental. Prohibited areas include:

- (a) roads that are prone to flooding or are flooded;
- (b) any road where the police or an authority has issued a warning or is closed;
- (c) streams, rivers, creeks, dams and floodwaters;
- (d) beaches or any place where the Motor Vehicle is exposed to salt water;
- (e) any road where it would be unsafe to drive the Vehicle;
- (f) any area where snow has fallen or is likely to fall;
- (g) any area that is off-road; and
- (h) any area where We have told You the Motor Vehicle must not be driven.

4.5 You **must**:

- (a) ensure that the Motor Vehicle is used in a skilful and proper manner and in accordance with the laws of Queensland and any other State agreed in writing by Us at specified in the Hire Agreement;
- (b) follow instructions given by Us;
- (c) garage and keep the Motor Vehicle safe from damage and theft when not in use; and
- (d) immediately notify Us of any Accident involving the Motor Vehicle, report the Accident to the police and complete the Accident Report form.

4.6 You acknowledge that any 'Tracker Event', including excessive speed, or revs, or use outside of geofences or within restricted zones may result in penalties being applied.

4.7 You **must not**:

- (a) allow any person who is not identified as an Additional Driver in the Hire Agreement to drive the Motor Vehicle;
- (b) allow any driver under the age of 30 to operate the Motor Vehicle;
- (c) in the case of two seat cars carry any more than one passenger in the Motor Vehicle at any given time;
- (d) abuse or unduly stress any part of the Motor Vehicle;
- (e) permit or conduct any repairs on the Motor Vehicle or permit the Motor Vehicle to be towed without Our prior written permission;
- (f) smoke or permit any passenger to smoke in the Motor Vehicle;
- (g) permit any pets or animals into the Motor Vehicle; or
- (h) admit fault to any third party when the Motor Vehicle is involved in an accident.

4.8 You or any Additional Driver **must not** drive the Vehicle if Your licence or the licence of any Additional Driver has been cancelled within 2 years before the date of the Contract.

4.9 You and any Additional Driver **must not** drive the Motor Vehicle:

- (a) with any concentration of alcohol present in Your blood or breath or that of any Additional Driver or with any concentration of drugs and You or any Additional Driver must not fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;
- (b) recklessly or dangerously; or
- (c) whilst the Motor Vehicle is damaged or unsafe.

- 4.10 You and any Additional Driver **must not** use the Motor Vehicle:
- (a) for any form of race, contest or reliability trial or on any race track or proving ground;
 - (b) in connection with the motor trade for experiments, tests, trials or demonstration purposes;
 - (c) for driving instruction;
 - (d) to tow another vehicle;
 - (e) to carry passengers for hire, fare or reward; or
 - (f) for any illegal purpose.
- 4.11 If You or an Additional Driver has an Accident or if the Motor Vehicle is stolen You **must** report the Accident or theft to Us immediately upon becoming aware of it occurring and fully complete an Accident/Theft report form.
- 4.12 If the Motor Vehicle is stolen or if You or an Additional Driver has an Accident where any person is injured or whether the other party leaves the scene of the Accident without exchanging names and addresses, You or the Additional Driver **must** report the theft or Accident to the Police.
- 4.13 If You or an Additional Driver has an Accident You or the Additional Driver **must**:
- (a) exchange names and addresses with the other driver;
 - (b) obtain the names and addresses of all witnesses;
 - (c) not make any admission of fault or promised to pay the other party's claim or release the other party from any liability; and
 - (d) 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.

5 Damage Cover

- 5.1 You **must** pay the Loss and Damage Fee (**LDF**) for all Damage caused to the Motor Vehicle, its loss through theft or any Third Party Loss that occurs during the Rental Period unless We accept that You were not at fault.
- 5.2 Unless We agree otherwise, the LDF is payable at the End of the Rental for each Accident or theft.
- 5.3 There is no Damage Cover for:
- (a) Overhead Damage;
 - (b) Underbody Damage; or
 - (c) Damage caused by immersion of the Motor Vehicle in water,
- and You and the Additional Driver are each liable for all Damage and all Third Party Loss arising therefrom.
- 5.4 There is no cover for Damage if there has been any breach of the Contract and You are then liable for:
- (a) Damage, including Motor Vehicle recovery costs including towing and salvage, emergency or temporary repairs or parts;
 - (b) Expert reports;
 - (c) legal fees;
 - (d) Loss of Use; and
 - (e) Third Party Loss.
- 5.5 At the End of the Rental the Bond will be returned to You **provided** that:
- (a) all amounts due to Us under the Contract have been paid;
 - (b) the Motor Vehicle has been returned to the Rental Location at the date and time set in the Hire Agreement;
 - (c) there is no Damage or Third Party Loss;
 - (d) no Overhead or Underbody Damage;
 - (e) the interior and exterior of the Motor Vehicle are clean;
 - (f) the Motor Vehicle has a full tank of fuel; and
 - (g) the Contract has not been breached,
- and We reserve the right to retain all or part of a Bond if there is a breach of any of these conditions.
- 5.6 There is no Damage Cover for personal items that are left in or stolen from the Motor Vehicle.

6 Maintenance and repair of the Motor Vehicle

- 6.1 You **must** at Your own expense take all proper and reasonable care of the Motor Vehicle and keep and maintain the Motor Vehicle in good condition for a Motor Vehicle of its description.

- 6.2 You **must** clean, re-fuel and maintain the Motor Vehicle as may be required during the Rental Period to maintain the Motor Vehicle in good repair and condition (excluding servicing).
- 6.3 You **must not** permit the Motor Vehicle to be serviced or repaired otherwise than by licensed personnel authorised by Us in writing prior to any servicing or repair being undertaken.
- 6.4 You **must not** use or operate or permit the Motor Vehicle to be used or operated in a manner which would in Our opinion be likely to endanger the safety or condition of the Motor Vehicle or any part of the Motor Vehicle or the safety of any person or property.
- 6.5 You **must** notify Us immediately by telephone of any fault or defect occurring in or Damage suffered to the Motor Vehicle or any repairs which may become necessary for the satisfactory use and operation of the Motor Vehicle.

7 Liability and Indemnities

- 7.1 In most cases any Personal Injury suffered is covered through Compulsory Third Party Insurance as part of the registration of the Motor Vehicle and We are not liable for any personal injuries sustained by You, any passenger or third party during the Rental Period.
- 7.2 Subject to the operation of the Competition and Consumer Act 2010 and corresponding Federal and State legislation We are not liable to You for any loss or damage caused to You whether by way of property damage, delay, financial loss, or otherwise arising from or incidental to a breakdown or defect in the Motor Vehicle or any Accident involving the Motor Vehicle or in relation to the use, operation, repair, maintenance or storage of the Motor Vehicle.
- 7.3 You **must** indemnify Us and keep Us indemnified at all times against all losses, costs, charges and expenses incurred by Us in respect of any loss of the Motor Vehicle by seizure or forfeiture.

8 Termination and expiry of the Contract

- 8.1 Without prejudice to any other remedy available to Us, We are entitled to terminate the Contract by telephone call to You if You fail to duly or punctually perform or observe any provision or term of the Contract.
- 8.2 At the End of the Rental Period You **must** deliver the Motor Vehicle to Us at the Renting Location or to such other place as We may direct together with a full tank of fuel.
- 8.3 If You fail to return the Motor Vehicle to Us as provided in clause 8.2 We may retake possession of the Motor Vehicle and for that purpose We or Our servants or agents may enter upon any land or premises on which the Motor Vehicle is kept or on which We or Our servants or agents reasonably suspect that it is kept and for that purpose may break open any inside or outside gate, door or fastening and detach or dismantle the Motor Vehicle from any part of the land or premises to which they may have been affixed and shall be irrevocably authorised to use Your name and to act on the Your behalf in exercising any rights or instituting or carrying on or enforcing any legal proceedings which We may think desirable to protect Our rights in the Motor Vehicle or to recover possession thereof.
- 8.4 You **must** pay to Us all expenses reasonably incurred by Us in obtaining possession of the Motor Vehicle and such expenses shall include all legal expenses incurred in connection with any relevant court proceedings and all moneys paid or disbursed by Us for work done on the Motor Vehicle in cases where a lien for work may exist or be claimed, fees to recover the Motor Vehicle from the possession or control of any competent authority, the costs of dismantling or removal of the Motor Vehicle from the premises where it is installed, the cost of repair of damage occasioned to premises incidental to the dismantling or removal of the Motor Vehicle therefrom and its removal to the Our place of business or to any other place designated by Us and all other payments of a like nature reasonably incurred by Us for the purpose of enabling Us to obtain possession of the Motor Vehicle.
- 8.5 You acknowledge and accept that if You cancel the Contract within less than 24 hours prior to Start of the Rental We may retain 20% of the Rental Charges plus reasonable costs incurred by Us. We are not required to refund any part of the Rental Charges if You return the Motor Vehicle earlier than the duration of hire noted in the Hire Agreement.

9 Miscellaneous

- 9.1 Your obligations under the Contract, including the obligation to pay the Rental Charges, continue notwithstanding any defect in, breakdown or accident to or seizure of the Motor Vehicle.
- 9.2 The Contract is governed by the laws of the State of Queensland.

- 9.3 The Competition and Consumer Act 2010 provides You with rights that are not affected by the Contract and any provision in the Contract is subject to the implied terms and conditions of that and any corresponding Federal or State legislation.
- 9.4 You accept the consequences for the breach of any of the terms and conditions set out in the Contract by an Additional Driver listed in the Hire Agreement as if You had breached the Contract personally.
- 9.5 It is Your responsibility to remove all personal property from the Motor Vehicle before returning it to Us. We have no liability for any personal property left or damaged in the Motor Vehicle.
- 9.6 We welcome every opportunity to resolve any concerns You may have with Our service. In the first instance contact Us to discuss Your concern. If You are not satisfied with the response received and Your concern is still not resolved to Your satisfaction please write to:
Internal Dispute Resolutions Officer,
50 Brockhouse St,
Upper Mt Gravatt QLD 4122
Your concern will be investigated by an officer with full authority to deal with the complaint and We will inform You of the outcome within fifteen working days of receiving Your letter.
- 9.7 Your privacy is important to Us and We take all reasonable steps to ensure that Your personal information is securely held and protected from misuse of unauthorised access.

10 Drive day experiences

- 10.1 All drivers **must not** be less than 30 years of age and have held a full, manual driver's licence for at least 5 years.
- 10.2 We reserve the right to vary the routes, prices and departure times of drive days.
- 10.3 It may be necessary for Us to cancel, or postpone any drive without completion due to weather, road conditions, breakdown, illness, or other unforeseen cause and We are not liable for refunds or losses You suffer due to cancellation, or postponement.
- 10.4 You **must** at all time comply with any instructions given by Our staff, Our agents and officers.
- 10.5 The driver **must** maintain visual contact with the lead car at all times, wherever possible.
- 10.6 In the case of Drive Day Experiences, the driver and any passengers will be required to fully comply with all the terms of the Contract.
- 10.7 We are not liable for any refunds or losses suffered by You by not being able to fully participate in the Drive Days Experience.
- 10.8 It is Your responsibility to remove all personal property from the Motor Vehicle before returning it to Us. We have no liability for any personal property left in the Motor Vehicle or for any personal property including computers, phones, cameras damaged whilst in the Motor Vehicle.
- 10.9 The driver is fully responsible for any traffic offences whilst the Motor Vehicle is in their control and We are not liable for any fines or infringements incurred by the driver.
- 10.10 We have the right to ask You to leave the property or Motor Vehicle for unsafe, or abusive behaviour, or for failing to comply with instructions that We consider are reasonably necessary for the safety of the Vehicle, You or any passenger and no refund will be given and no liability will be accepted.
- 10.11 We will take all care to ensure the driver is given sufficient instruction to operate the Motor Vehicle, but We accept no responsibility for issues arising from instructions being misunderstood, not heard, or missed.
- 10.12 You acknowledge that We, Our staff and Our agents may take photos and/or video for promotional purposes and You consent to Us:
(a) filming/photographing You; and
(b) using Your name, image and/or voice (including photograph, film and/or recording of the same) in any media, for an unlimited period of time, without remuneration to promote any goods and services manufactured, distributed and/or supplied by Us.

I have read and agree to these Terms and Conditions.

Signed: _____

Dated: _____