



## DRIVE RIDE EXPLORE TERMS AND CONDITIONS OF RENTAL

### TERMS AND CONDITIONS OF STANDARD RENTAL AGREEMENT

Effective 1 April 2019

#### OUR COMMITMENT TO YOU

Drive Ride Explore is a small Tasmanian based company for individuals, small groups & families for utility hire, set up specifically for carrying mountain bikes.

Drive Ride Explore are committed to providing quality service and value for money. We aim to meet your vehicle rental needs on every occasion and to make the experience as easy as possible.

#### CONSUMER RIGHTS STATEMENT

All Your rights set out in this Rental Agreement are in addition to Your rights as a consumer (Your Consumer Rights) under applicable consumer protection legislation, including the Australian Consumer Law. Your Consumer Rights are not excluded, restricted or modified by this Rental Agreement. You can find out more about Your Consumer Rights from consumer organisations and bodies such as the Australian Competition and Consumer Commission and State/Territory fair trading authorities.

#### YOUR FEEDBACK

Drive Ride Explore welcomes Your feedback. Please tell us where we have area for possible improvement by contacting us through our website ([www.driverideexplore.com.au](http://www.driverideexplore.com.au)) or by phone or email. (We would also like to hear about what we are doing right). If You have specific issues or concerns please email [admin@driverideexplore.com.au](mailto:admin@driverideexplore.com.au) or phone

0455 135 558. Drive Ride Explore aims to resolve standard queries (not involving damage or insurance related issues) within 5 working days. Damage or insurance related issues cannot be allocated a predetermined timeline because of the involvement of external parties over whom Drive Ride Explore has no time control, but we aim for as prompt a resolution as possible.

#### 1. YOUR RENTAL AGREEMENT

1.1 This Contract (Rental Agreement) You have entered into with Drive Ride Explore comprises the rental document for the hire of the Vehicle (Rental Agreement), vehicle condition report and these terms and conditions of rental (Terms and Conditions). When We refer to the Rental Contract We mean the Rental Agreement, vehicle condition report and the Terms and Conditions.

1.2 The date of the Rental Contract is the date that is shown in the Rental Agreement.

1.3 Please read the Rental Contract carefully. If there is anything that You do not understand please ask at the Rental Depot before signing the Rental Contract, as Your signature is Your acknowledgement that You have read and understood the Rental Contract in its entirety and that You are bound by it; including receipt of any changes to the Terms and Conditions through the posting of notice of such changes on the Drive Ride Explore website: [www.driverideexplore.com.au](http://www.driverideexplore.com.au).

1.4 There are words and phrases used in the Rental Contract that have a particular meaning that You need to be familiar with.

**Accident** means an unintended and unforeseen collision between the Vehicle and any other object, including another vehicle, that results in Damage or Third Party Loss.

**Accessory** means any equipment set out in the Rental Contract.

**Account** means the debit card, credit card to which Rental Charges are to be debited.

**Administration Fee** means the fee charged by Us for the administrative costs associated with Your rental.

**Additional Driver** means an additional driver approved and recorded by Us, either on the Rental Contract or by prior written agreement.

**Additional Driver Fee (ADF)** means the fee charged for adding an Additional Driver to the Rental Agreement, as approved and recorded by Us.

**Airport Transfer Fee (5<sup>th</sup> person)** means there will be an Airport Transfer Fee charges when there is a party of 5 booked for one vehicle.

**Assessing Fee** means the fee charged to recover costs involved in having any Vehicle assessed to determine repair cost by using an external third party.

**Authorised Driver** means any driver approved and recorded by Us, either on the Rental Agreement or by prior written agreement.

**Australian Consumer Law** means Schedule 2 to the Competition and Consumer Act 2010.

**Charge Card** means the credit card or debit card You nominated at the Start of Rental for the debiting of charges under the Rental Contract.

**Credit Card Fee (CC Fee)** means the fee payable when paying by credit card or debit card.

**Debit Card** means a Debit MasterCard or Visa Debit Card which shows Your name printed on the card only. Cards without Your name are not accepted as Debit Cards.

**Damage** means:

(a) any loss or damage to the Vehicle, however caused, that requires repair or replacement, subject to reasonable wear and tear;

(b) towing and salvage fees; and

(c) assessing fees; and

(d) Loss of Use.

**Damage Cover Product** means a product you may purchase at the start of Rental at extra cost to reduce your DLF.

**Damage Liability Fee (DLF)** means the amount shown in the Rental Agreement You must pay Us in the event of Damage, theft of the Vehicle or Third Party Loss, subject to these Terms and Conditions. The Damage Liability Fee varies depending on any Damage Cover Products You have

purchased. The amount payable is subject to GST.

**Drive Ride Explore** means Cruse Engineering Pty Limited ABN 56 169 927 584 trading as 'Drive Ride Explore'.

**Drive Ride Explore Account** means an Invoice issued by Drive Ride Explore under its payment terms.

**Collection Costs** means Drive Ride Explore's reasonable costs of collecting unpaid Rental Charges from You.

**Estimated Rental Charges** mean the charges we know about at the start of your Rental Agreement, based on Rental Period, the payment type You provide for your rental and additional products purchased, outlined on the Rental Agreement, which may include, but are not limited to the rental rate we charge for hiring the vehicle, the cost of hiring additional equipment, fees associated with Additional Drivers, the cost of purchasing Damage Cover Products, any Loss of Use fees, and any additional fee which we apply from time to time.

**Excess Amount** means the amount shown as 'Excess Amount' on the Rental Document.

**Final Inspection** means the inspection carried out after We have taken possession of and fully examined and cleaned the Vehicle at the end of the Rental Period.

**Late Return Charge** means a single charge payable by You if You do not return the Vehicle on the date and by the time shown on the Rental Document or an alternative return date and time as agreed with Drive Ride Explore under clause 6.1(a).

**Off Road** means any area that is not a gazetted road nor a sealed road nor 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 or any other body of water, sand, deserts, rocks, fields, paddocks or grassed areas.

**Manufacturer's Specifications** means the specifications of the manufacturer of the Vehicle as set out in the Vehicle's operations manual located in the glove box of the Vehicle.

**Overhead Damage** means damage (excluding hail damage) to the Vehicle

during the Rental Period above the top of the door seal or the top of the front and back windscreens, or damage to third party property, caused by the Vehicle coming into contact with anything overhanging or obstructing its path, objects being placed on the roof of the Vehicle, or You or any person standing or sitting on the roof of the Vehicle.

**Prepaid Fuel Option** means the option we may provide you at the Start of Rental to pay for fuel usage in advance, reducing the amount payable at the End of Rental once we have determined fuel usage.

**Rental Charges** means the fees, costs, amounts and charges specified on the Rental Document and Pricing Schedule or payable under this Rental Agreement.

**Rental Document** means a legally binding contract made between Drive Ride Explore and You or the person hiring the Vehicle and any Authorised Driver.

**Rental Period** means the period commencing on the date shown on the Rental Document and ending on the date that You return the Vehicle to Drive Ride Explore.

**Roadside Callout Fee** means a charge for an individual roadside assistance callout event, as specified in the Pricing Schedule.

**Single Vehicle Accident Fee (SVA)** means the charge that may apply when You are involved in an accident that does not involve another vehicle, other than a parked vehicle; or if involved with another vehicle, the other vehicle or its driver has not been identified to Drive Ride Explore, or at the time of incident the Drive Ride Explore vehicle was driving in reverse and other motor vehicle was stationary.

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

**Underbody Damage** means damage to the Vehicle during the Rental Period caused by the Vehicle coming into contact with anything below the bottom of the door seal and the bottom of the front and rear bumper bars where Drive Ride Explore considers, acting reasonably, that the driver of the Vehicle is reasonably at fault for that damage.

**Vehicle** means the vehicle described on the Rental Document (or any substitute vehicle), and includes its parts, components, keys, remote opening devices, all Accessories and contents supplied by Drive Ride Explore unless the context requires otherwise.

**We, Us, Our** refers to Drive Ride Explore.

**You or Your** refers to the person(s) with whom the Rental Agreement is made.

**Young Driver Fee (AGE)** means the daily surcharge for each driver aged under the age of 25.

**4WD** means a Vehicle with a four-wheel drive transmission system that can be engaged in four-wheel drive mode.

## 2 DRIVER

**2.1** You agree and acknowledge that:

(a) only You or an Authorised Driver will drive the Vehicle; and

(b) You and any Authorised Driver hold a current and valid licence (not being a learner's licence or provisional licence) to drive the Vehicle immediately prior to signing the Rental Document.

**2.2** You are responsible for the acts and omissions of each Authorised Driver and any other person You or an Authorised Driver allows to drive the Vehicle and neither You nor any unauthorised driver will have the benefit of the Damage Cover Products (if accepted or included in Your Rental Charges) if You or an Authorised Driver allows an unauthorised driver to drive the Vehicle and that unauthorised driver causes loss of or damage to the Vehicle or damage to the property of a third party.

**2.3** To add an additional Authorised Driver, You must pay the Additional Driver Fee. The additional Authorised Driver must provide to Drive Ride Explore a copy of a current and valid licence confirming that the additional Authorised Driver is authorised to drive the Vehicle at the time the Rental Document is signed.

**2.4** In addition to 2.3, if you want to add an additional Authorised Driver, anytime during your hire period, the person needs to be a part of the original travel group. If this person is not a part of the original travel group, there will be a \$50.00 charge. This person will need

to email DRE directly, stating they wish to drive the vehicle for a designated period. They will also need to provide their contact details along with a copy of their current drivers licence.

### 3 WHERE YOU CAN AND CANNOT DRIVE THE VEHICLE

3.1 You and any Authorised Driver must only use the Vehicle:

- (a) on a road which is properly formed and constructed as a sealed, metalled or gravel road.
- (b) You and any Authorised Driver must not use the Vehicle off road (e.g. on a fire trail, beach, track, grassed area or to cross streams or any other body of water) unless You have authorisation from Drive Ride Explore in writing.

### 4 USE OF THE VEHICLE

4.1 You and any Authorised Driver must:

- (a) not use, or allow the Vehicle to be used, for any illegal purpose, race, contest or performance test of any kind;
- (b) not, without Drive Ride Explore's prior written consent, use, or allow the Vehicle to be used, to push anything;
- (c) not carry, or allow the Vehicle to carry, more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle and must ensure that each passenger in the Vehicle appropriately uses the seat belt restraint;
- (d) not be under the influence of alcohol, drugs or have a blood alcohol or drug content that exceeds the legal limit in the State or Territory in which the Vehicle is driven;
- (e) not, without Drive Ride Explore's prior written consent, use or allow the Vehicle to be used to carry passengers for payment of any kind;
- (f) not use the Vehicle when it is damaged or unsafe;
- (g) provided it is reasonable in the circumstances to do so, not drive the Vehicle after an accident or hitting an object (including an animal) until You have obtained Drive Ride Explore's prior written consent to do so;

(h) not use the Vehicle to transport goods, except in compliance with all necessary approvals, permits, licences and government requirements (to be obtained at Your cost) and in accordance with the Manufacturer's Specifications and Drive Ride Explore's recommendations;

(i) not smoke within the Vehicle or allow any other person to smoke within the Vehicle at any time;

(j) not, without Drive Ride Explore's prior written consent, use the Vehicle to carry any flammable substance which has a flash point under 22.8°C or any other explosive or corrosive substances;

(k) not use the Vehicle to prepare, commit or assist in any Terrorist Act;

(l) not use the Vehicle for the conveyance or towing of any load unless You have Drive Ride Explore's prior written consent; the load is correctly loaded and secured and not in excess of that for which the Vehicle was manufactured for towing. If the Vehicle is fitted with a tow bar; and the conveyance or towing is undertaken in accordance with the Manufacturer's Specifications and Drive Ride Explore's recommendations; and

(m) not use the Vehicle in contravention of any law.

### 5 MAINTENANCE, SECURITY AND CLEANING

5.1 You and any Authorised Driver must:

(a) maintain all of the Vehicle's engine oils and engine coolant levels to the Manufacturer's Specifications, provided that Drive Ride Explore has provided the Vehicle to You with engine oils and engine coolant at levels which reflect the Manufacturer's Specifications;

(b) keep the Vehicle locked when it is unattended and the keys under Your or the Authorised Driver's personal control at all times; and

(c) comply with all applicable seat belt and child restraint laws.

5.2 Drive Ride Explore will provide 24 hour roadside assistance for all inherent mechanical faults (as reasonably determined by Drive Ride Explore or its authorised repairer) at no additional cost provided that

the fault does not arise as a result of any unauthorised use of the Vehicle in breach of clauses 3 or 4.1.

**5.3** You acknowledge that Drive Ride Explore may from time to time receive telematics data from device-equipped vehicles where driver monitoring is enabled, including fuel levels, distance, speed, vehicle location data (including the longitude and latitude and direction of travel), vehicle damage detection data, vehicle diagnostic information (such as advice that the engine warning light has activated), braking, acceleration and cornering data.

**5.4** For each roadside assistance callout for a fault or incident caused by Your act or omission (including, but not limited to emergency refuelling (up to an amount required to reach the nearest petrol station), a tyre-related incident, lost keys, keys locked in vehicle, or a flat battery due to lights or other electrical equipment being left on), You will be charged the Roadside Callout Fee, unless You have purchased Roadside Assistance Cover.

**5.5** Roadside Assistance Cover does not apply if the Vehicle has been used in breach of clause 3 or 4.

**5.6** You must not have repairs to the Vehicle carried out unless Drive Ride Explore authorises You to do so in writing. Drive Ride Explore requires verification of the cost of repairs for reimbursement and GST purposes. You should obtain an original tax invoice/receipt from the repairer to assist Drive Ride Explore. Drive Ride Explore will reimburse You for any repairs to the Vehicle authorised by Drive Ride Explore in writing, provided that Drive Ride Explore can verify the cost of those repairs. To the extent that Drive Ride Explore cannot verify the cost of repairs, Drive Ride Explore will not reimburse You.

**5.7** If You or another person has been using the Vehicle during the Rental Period in breach of clause 4.1(i) or returned the Vehicle in an excessively poor condition (excluding Fair Wear and Tear); You may be required to pay the cost of any professional cleaning or odour extraction reasonably incurred by Drive Ride Explore and a

reasonable administrative fee reflecting the cost of making arrangements for professional cleaning or odour extraction.

## **6 RETURN OF VEHICLE**

**6.1** You must return the Vehicle to Drive Ride Explore:

(a) to the place, on the date and by the time shown on the Rental Document unless You have informed (in writing) Drive Ride Explore of a change prior to the return date and time and Drive Ride Explore has agreed to the change; and

(b) in the same condition as it was at the commencement of the Rental Period, Fair Wear and Tear excepted.

**6.2** If You:

(a) return the Vehicle at a later date or time than that shown on the Rental Document;

(b) return the Vehicle to a place other than that shown on the Rental Document; or

(c) do not comply with any special conditions set out in the 'Rates' section on the Rental Document, the rates shown on the Rental Document may not apply and You must pay the rate that is reasonable in the circumstances for the Vehicle for the Rental Period as well as the Late Return Charge.

**6.3** If You return the Vehicle at an earlier date or time than agreed, we may apply an Early Return Fee.

**6.4** Drive Ride Explore may request the immediate return of the Vehicle, or Drive Ride Explore may recover the Vehicle without notice, if:

(a) the credit limit on Your method of payment would be exceeded by the debiting of the Rental Charges for a requested extension of the rental of the Vehicle or if a 'one-way fee' becomes payable by You;

(b) the Rental Period expires without satisfactory arrangements having been made by You with Drive Ride Explore; or

(c) Drive Ride Explore reasonably suspects that:

(1) the Vehicle may be used for an unlawful purpose;

(2) damage to the Vehicle, or injury to persons or property, is likely to occur; or

(3) the Vehicle will be involved in an industrial dispute.



**6.5** If You do not return the Vehicle on the date and by the time shown on the Rental Document (or any extended date or time agreed with Drive Ride Explore in writing) then:

(a) after written notice to You and if the location of the Vehicle is unknown, Drive Ride Explore may report the Vehicle as stolen to the police; and

(b) You must pay Drive Ride Explore all Rental Charges (including additional Rental Charges) and compensate Drive Ride Explore for any loss Drive Ride Explore suffers (including all reasonable additional costs Drive Ride Explore incurs in recovering the Vehicle) up to the time that the Vehicle is recovered by Drive Ride Explore.

**6.6** If You have breached the Rental Agreement and Your breach of the Rental Agreement (or a breach of the Rental Agreement by any Authorised Driver) has caused the downtime of the Vehicle, You will be liable to pay a per day loss of revenue fee based on the actual downtime of the Vehicle (or, where the actual downtime of the Vehicle is not known, a reasonable estimate of that downtime).

## **7 FUEL**

**7.1** You must fill the Vehicle only with the fuel type specified in the Manufacturer's Specifications.

**7.2** If:

(a) You do not select the 'prepaid fuel option' in the Rental Document (where that option is available); and

(b) You return the Vehicle with less fuel in the Vehicle than the Vehicle had when You rented it; You must pay Drive Ride Explore the Refuelling Service Fee amount per litre as set out on the Rental Document. The Refuelling Service Fee amount reflects the cost of fuel per litre plus Drive Ride Explore's reasonable costs associated with arranging to fill the Vehicle with fuel.

**7.3** The fuel level of the Vehicle at the time You rent it and at the time You return it to Drive Ride Explore is determined by visual, electronic or other inspection by Drive Ride Explore of the Vehicle's fuel gauge, and the kilometres driven, however if a Refuelling

Service Fee amount is charged, that amount will be based on the number of litres of fuel actually put into the Vehicle to return it to the level of fuel that the Vehicle had when You rented it.

## **8 COSTS, CHARGES AND PAYMENTS**

**8.1** At the time of booking you will be required to pay a 30% deposit to secure the booking.

**8.2** Full payment will be required 14 days before the Start of Rental You must provide Your Charge Card which We will charge to pay Your total Estimated Rental Charges as shown on the front page of the Rental Agreement.

**8.3** In addition to 8.1 & 8.2, We may charge for a deposit, as security, against Your Charge Card, which We will apply against any additional charges to which You are responsible at the end of Your Rental Period.

**8.4** You may be charged an additional Airport Transfer Fee of \$50.00. This applies only when we are collecting 5 people from the airport under one booking for the use of one vehicle. This fee also applies if anyone in the party needs an airport transfer during the rental period.

**8.5** When collecting the Vehicle the primary cardholder must be present, unless prior approval has been obtained and approved by Drive Ride Explore.

**8.6** At the end of the Rental Period You must pay Us:

(a) All Rental Charges payable;

(b) all reasonable costs to return the Vehicle and additional equipment supplied to the vehicle to the same condition it was in at the Start of Rental, including but not limited to extra cleaning (e.g. as a result of food, drink and other stains and marks, animal fur, mud, dirt, sand and smoke damage (including damage caused by tobacco products) and subject to reasonable wear and tear; and

(c) any amounts payable under clauses:

(1) 8.5 (fines, infringements, penalties and court fees);

(2) 9.1 (Damage Liability Fee);

(3) 9.3 (Single Vehicle Accident Fee); and  
(4) 10.1 to 10.4 (inclusive) (Exclusions to Damage Cover).

**8.6** You are liable for and must pay:

(a) speeding and traffic fines, infringements and penalties arising from the use of the vehicle during Your Rental Period  
(b) fines, infringements and penalties arising from parking, clamping, towing, or release of the Vehicle from compounds; and  
(c) legal and court fees and other costs which we incur in recovering any Rental Charges and other costs you do not pay when we require you to do so including any fees or charges imposed by a third party on us or from a debt recovery agency and any other costs reasonably incurred by us in enforcing our rights under these terms and conditions, arising from sub-clauses (a) or (b).

**8.7** We may supply Your details to any regulatory authority upon its request and an administrative fee may apply if We do.

**8.8** All amounts payable under the Rental Contract are subject to subsequent verification and adjustment and details of any adjustments will be provided to You as soon as practicable. If a refund is due to You it will be credited to Your Charge Card. If any amount is due to Us You authorise Us to charge Your Charge Card with that amount, including an amount up to the DRF and any amounts payable under clauses 8.4 & 8.5 (inclusive) or 10.1 to 10.4 (inclusive). These charges may be made at any time during or after the end of the Rental Period.

**8.9** If You fail to pay Us any amount due under the Rental Contract You must also:  
(a) pay Us interest on that overdue amount calculated at the rate equal to the standard business overdraft rate charged from time to time by the Commonwealth Bank of Australia starting 7 days after the date that overdue amount became payable to Us and ending on the date of payment of all amounts due; and  
(b) 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.

## 9 DAMAGE COVER AND PAYMENT FOR DAMAGE

**9.1** If there is Damage, theft of the Vehicle or third Party Loss for each separate Accident or theft You must pay up to the DLF shown in the Rental Agreement.

**9.2** Subject to clause 10, Your DLF liability is reduced if You purchased Moderate Protection Cover (MP), which is reduced further if You purchased Premium Protection (PP), Our Damage Cover Products.

**9.3** Subject to clause 10, If you are involved in what we call a Single Vehicle Accident (SVA), a Single Vehicle Accident Fee may apply in addition to any Damage Liability Fee, for each separate incident. A Single Vehicle Accident is an accident that does not involve another vehicle other than a parked vehicle, or if involved with another vehicle, the other vehicle or it's driver has not been identified to Drive Ride Explore, or at the time of incident the Drive Ride Explore vehicle was driving in reverse and other motor vehicle was stationary.

**9.4** You will not be liable for the DLF shown in the Rental Agreement for a claim if acting reasonably We agree that You were not at fault and:

(a) You are ordinarily an Australian resident;  
(b) You hold an Australian drivers licence;  
(c) You have fully completed Our Incident Report Form with:

(1) the name, residential address, contact phone and licence number of any person involved (Third Party);  
(2) the registration numbers of all vehicles involved;  
(3) an accurate written and diagrammatic description of the Accident and location;  
(4) the names of attending police officers and the stations at which they are based; and  
d) You have supplied or We have established the name of the insurer of any Third Party You believe was at fault and we reasonably

believe that the insurer will agree to pay Us for the Damage.

**9.5** If the DLF and SVA (where applicable) is payable under clauses 9.1, 9.2 and 9.3:

- (a) upon inspection of the Vehicle We may make a reasonable estimate of Damage and debit Your Drive Ride Explore Account that estimated amount up to but not exceeding the DLF and SVA shown in Your Rental Agreement; and
- (b) once Damage has been assessed We will:
  - (1) debit Your Charge Card with the difference up to a total amount not exceeding the DLF and SVA shown in Your Rental Agreement if the assessed amount is greater than the estimate; or
  - (2) credit Your Charge Card with the difference if the assessed amount is less than the estimate, and forward to You a tax invoice for the assessed amount;
- (c) if We receive notification of Third Party Loss We will make a reasonable estimate of Your liability for that loss and:
  - (1) debit Your Charge Card for the amount of that estimate; or
  - (2) if an amount has already been debited under subclauses (a) or (b), debit Your Charge Card for the additional amount of that estimate, up to but not exceeding the DLF and SVA shown in the Rental Agreement.

**9.6** We will refund:

- (a) the DLF paid pursuant to clause 9.4:
  - (1) in full if We recover the Damage from a responsible third party or their insurer or successfully reject or defend a claim for Third Party Loss; or
  - (2) on a pro rata basis if We recover only a proportion of any amount claimed for Damage;
- (b) any surplus amount if a claim for Third Party Loss is rejected or defended for an amount less than the DLF paid pursuant to clause 9.5.

**9.7** In making a refund We may take into account all reasonable administrative, collection agency and legal costs incurred in connection with the recovery of the Damage

cost or rejection or defence of a claim for Third Party Loss, which may include, but is not limited to our Claims Handling Fee.

**9.8** where a vehicle has sustained significant damages, either before or during your hire to the point where it is undrivable/unroadworthy. Drive Ride Explore will endeavor to supply you with another vehicle, however there is no guarantee or obligation to do so. If additional costs are incurred to supply another vehicle, these costs will be pasted on in addition to the original hire costs.

## **10 EXCLUSIONS TO DAMAGE COVER**

**10.1** You have no cover if there is a Serious Breach of the Rental Contract even if Damage Cover Products have been purchased and the DLF and SVA has been paid.

**10.2** You have no cover for Damage to the Vehicle's windscreen, wheels or tyres.

**10.3** Even if You purchase one of Our Damage Cover Products and You pay the DLF You have no cover, for:

- (a) Damage or Third Party Loss caused by the use of the Vehicle in any area prohibited by the Rental Contract;
- (b) Overhead Damage;
- (c) Damage, Underbody Damage or Third Party Loss caused deliberately or recklessly by You, any unauthorised driver, or any passenger of the Vehicle;
- (d) Damage caused by total or partial inundation, intrusion or immersion of the Vehicle in water or exposure of the Vehicle to salt water, including that which occurs whilst the Vehicle is being transported;
- (e) Damage caused by use of the incorrect fuel type;
- (f) Damage or Third Party Loss caused or contributed to by You where You leave the scene of the Accident prior to the attendance of the police or reporting the Accident to the police;
- (g) Damage caused by Your failure to observe any warning indicators that may appear in the vehicle. If you are unsure as to



what a warning indicator is telling you to do, you must contact Drive Ride Explore as soon as possible for advice on further action;

(h) Damage caused as a result of You attaching any equipment to the Vehicle, or using that equipment, including, but not limited to roof racks, bike racks, trailers, ramps and any associated equipment;

(i) Damage or Loss caused as a result of unauthorised towing, vehicle repairs or modifications, carried out without prior approval and consent of Drive Ride Explore;

**10.4** There is also no cover for:

(a) the full cost of replacing or repairing any accessories, equipment or specialised equipment supplied by Us including, but not limited to child restraints, bike racks, lost keys, keyless start and remote control devices and any associated equipment;

(b) property owned by You or any passenger that is stolen from the Vehicle, lost or damaged during the Rental Period or left in the Vehicle after the Vehicle is returned to the Rental Station;

(c) loss or damage to Your property, the property of a member of Your immediate family or of an entity related to You, that arises from the use of the Vehicle.

## **11 ROADSIDE ASSISTANCE, BREAKDOWN, ACCIDENT AND REPAIR**

**11.1** Free roadside assistance is provided for inherent mechanical faults in the Vehicle but fees and charges apply for all other faults or driver induced errors. Generally, these fees and charges apply to faults and driver induced errors such as:

(a) a flat battery (and not due to mechanical fault);

(b) lost keys, keyless start or remote control device;

(c) the key, keyless start or remote control device has been locked in the vehicle;

(d) changing a wheel as the result of a flat tyre; or

(e) running out of fuel;

**11.2** Roadside Assistance Protection is available and can be purchased to provide

cover for:

(a) sufficient fuel to allow the Vehicle to be driven to the nearest service station; or providing a Vehicle tow to the nearest service station when providing sufficient fuel is not possible or practical;

(b) unlocking the Vehicle when the keys, keyless start or remote control device has been locked in the Vehicle;

(c) changing a wheel as the result of a flat tyre;

(d) starting the Vehicle if the battery is flat because You have left the headlights or interior lights on or the air-conditioning, entertainment system or other electrical equipment operating when the engine is not running;

(e) the cost of a replacement battery which has failed as a result of You or the Additional Driver leaving the headlights or interior lights on or the air- conditioning, entertainment system or other electrical equipment operating when the engine is not running; and

(f) towing, as a result of something You, or the Additional Driver has done to, or caused to the Vehicle;

**11.3** Roadside Assistance Protection does not apply and there is no cover:

(a) for the cost of replacement tyre if this is damaged and is not due to mechanical fault or fair wear and tear

(b) for Damage as a result of Vehicle accident during the term of Your Rental Agreement; or

(c) if there has been a Serious Breach of the Rental Contract.

**11.4** We reserve the right not to replace the Vehicle if it is involved in a major Accident or there has been major Damage or You have committed a Serious Breach of the Rental Contract.

**11.5** If:

(a) a warning light or fault message appears in the Vehicle;

(b) You see or become aware of low engine or brake oils, engine coolant levels or tyre pressures; or

(c) the Vehicle develops any fault during the

Rental Period,

You must inform Us immediately via the contact details in the Vehicle and in the Rental Agreement and not use the Vehicle unless We have authorised You to do so. If You fail to notify Us and continue to use the Vehicle You will be responsible for any Damage or Third Party Loss.

**11.6** You must not let anyone work on the Vehicle or arrange or undertake any repairs to the Vehicle or towing or salvage of it unless We have given You Our prior authority. 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 Serious Breach of the Rental Contract. There is no cover for any damage or loss caused to the vehicle as a result of unauthorised towing, salvage, or repair to the Vehicle.

**11.7** You must immediately report any Accident or theft of the Vehicle to Us and complete all other documentation that We require. You must forward any third party correspondence or court documents to Us within 7 days of receipt.

**11.8** If You have an Accident in which:

- (a) a person is injured;
- (b) the other party failed to stop or exchange details;
- (c) the Vehicle or any other vehicle is towed; or
- (d) a driver appears to be under the influence of intoxicating liquor or drugs, a report must also be made to the police immediately.

**11.9** If the Vehicle is stolen a report must be made to the police immediately once the theft is discovered.

**11.10** If You have an Accident You must also:

- (a) make the Vehicle secure;
- (b) get the names and addresses of all persons involved, including witnesses;
- (c) supply Us with any information concerning the driver of the Vehicle and You must allow Us direct access to the driver of the Vehicle and You must fully co-operate in

allowing Us to gain such access;

- (d) not make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability; unless We have given You written consent;
- (e) permit and assist Us to bring, defend, enforce or settle any legal proceedings against a third party, including attending at a lawyer's office and/or court; and
- (f) allow Us to claim in Your name under any applicable substitute vehicle insurance, and do everything that may be required to assist Us in making such a claim.

## 12 END OF THE RENTAL CONTRACT

**12.1** At the end of the Rental Period, in addition to Your obligations under clause 8.4, You must return the Vehicle to Us:

- (a) to the Rental Depot specified in the Rental Agreement;
- (b) in the same condition it was in at the Start of Rental, subject to reasonable wear and tear; and
- (c) at the date and time set in the Rental Agreement.

**12.2** We allow you a grace period of 2 hours for the return of the Vehicle but if it is returned to Us more than 2 hours after the time set for its return in the Rental Agreement We will charge You for an additional day (or days if relevant) at the rate specified in Your Rental Agreement for the vehicle You have hired, and any other daily surcharges for each additional day (or days if relevant) by which You are late;

**12.3** If the Rental Contract has not been extended by Us and the Vehicle is returned to Us more than 24 hours after the time set for its return in the Rental Agreement there is no Damage Cover so that You are liable for Damage and Third Party Loss and any repossession charges or costs We incur in this default period.

**12.4** If a deposit has been prepaid to Us it is fully refundable to You provided that at the end of the Rental Period:

- (a) all amounts due to Us under the Rental Contract have been paid;

- (b) the Vehicle has been returned to the Rental Depot at the date and time set in the Rental Agreement;
- (c) there is no Damage or Third Party Loss;
- (d) the interior and exterior are clean;
- (e) the Vehicle has been refueled to the level specified in the Rental Agreement, unless You have purchased our Prepaid Fuel option;
- (f) there has not been a Serious Breach of the Rental Contract; or
- (g) there are no outstanding parking/traffic infringements;

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

### 13 TERMINATION

**13.1** We may terminate the Rental Contract and take immediate possession of the Vehicle if You commit:

- (a) a Serious Breach of the Rental Contract; or
- (b) a reckless breach of road or traffic legislation.

**13.2** If the Rental Contract is terminated by Us pursuant to clause 13.1:

- (a) You must pay for:
  - (1) Damage to Vehicle or any equipment supplied with the Vehicle;
  - (2) loss of the Vehicle or equipment as a result of theft;
  - (3) Third Party Loss;
  - (4) storage, repossession and recovery fees;
  - (5) fees for the release of the Vehicle from compounds;
  - (6) roadside assistance;
  - (7) administrative and legal costs of recovery;
  - (8) the Rental Charges; and
  - (9) compensation for loss of use as a result of Vehicle recovery and/or Damage;
- (b) it will not affect Our right to receive any money We are owed under the Rental Contract; and
- (c) You give Us permission to access and enter Your premises to repossess the Vehicle without using unreasonable force or causing damage.

### 14 PROPERTY IN/ON THE VEHICLE

**14.1** Unless Drive Ride Explore or a Drive Ride Explore employee acting in the course of their employment is negligent, or fraudulent, Drive Ride Explore is not liable to any person for any loss of, or damage to any property:

- (a) left in the Vehicle after its return to Drive Ride Explore; or
- (b) stolen from the Vehicle or otherwise lost during the Rental Period.
- (c) there will be a postage charge applied for anyone wanting goods left in the car, posted back to them after their rental period with Drive Ride Explore has ceased.

### 15 DISPUTE RESOLUTION

**15.1** If You believe there has been an error in Your account or if You have any complaint, Our staff at the Rental Station will help You in every way they can to rectify the error or resolve the complaint. If they are unable to assist You or if Your concerns are not resolved to Your satisfaction You may refer the matter to Our Customer Relations Team to investigate and address Your concerns within 5 business days of receipt.

**15.2** Referrals to Our Customer Relations Team can be made to;

Drive Ride Explore  
 7 Mowbray Street  
 Invermay TAS 7250  
 Phone: 0455 135 558  
 Email: admin@driverideexplore.com.au

### 16 PRIVACY POLICY

**16.1** The terms of Our Privacy Policy (available at [www.driverideexplore.com.au](http://www.driverideexplore.com.au)) form part of these terms and conditions. Our Privacy Policy sets out how We collect, use, store and disclose Your personal information.

**16.2** If We do not collect Personal Information from You, We will not be able to rent You a Vehicle and if any of the Personal Information You provide is incomplete or inaccurate, the quality of Our services may be compromised.

**16.3** By entering into the Rental Contract with Us and by providing Us with personal information, You represent to Us and We proceed on the basis that You have read and agree to the terms of Our Privacy Policy.

**16.4** We may use GPS tracking or other electronic tools (GPS Device) to enable the geographical location of the Vehicle to be tracked or located. By hiring a Drive Ride Explore Vehicle You expressly consent to Us using a GPS Device on the Vehicle during the Rental Period and collecting, using and retaining information from the GPS Device. Further information is available in Our Privacy Policy.

**16.5** If You default in the payment of any moneys owed to Us under clause 8.4, 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.

## PRICING SCHEDULE

Fee	Rate
Late Return Charge	\$200.00 per day
Administrative Fee	\$25.00
Collection Costs	\$70.00 plus 10% per annum interest on outstanding rental charges
Recovery Costs	Determined by type of recovery
Roadside Callout Fee	Determined by type of callout. Minimum \$199 per callout.
Early Return Fee	Determined depending on individual circumstances.
Professional Cleaning Fee	Charge \$25.00 administrative fee plus the cost of professional cleaning as arranged by Drive Ride Explore

**Note:** all Rental Charges and coverage charges, including Excess amounts and Loss Damage Waiver are as specified on Your Rental Document. Amounts indicated above are inclusive of GST and admin fees.