



RENTAL TRUCK HIRE

RENTAL AGREEMENT

Excess Excess Reduction	Insurance Excess: \$5000 Excess Reduction Fee: included in hire Reduced Excess: \$2500 (If driver is under 25, see underage driver section) ALL DRIVERS MUST HAVE A CURRENT OPEN LICENCE. DRIVERS WITH A LEARNER OR PROVISIONAL LICENCE ARE NOT PERMITTED TO DRIVE TRUCKS. **See section 11.4 for exclusions for excess reduction**
Roadside Assistance Cover	Roadside Assistance Cover: YES *Free for all warranty issues, other services e.g keys locked in vehicle, flat battery etc will be charged for*
Tyre and Windscreen Cover	Tyre and Windscreen Cover: accidental damage cover included in hire. Any deliberate damage will incur replacement costs.
Underage Driver Fee	Underage Driver Fee: \$20 per day Under 25 years old. ALL DRIVERS MUST BE OVER 21 YEARS OF AGE – NO HIRE WILL BE PERMITTED FOR UNDER 21.
Insurance Excess Underage Driver	Due Date: On or before the Start Date. Insurance Excess – Drivers under 25 years: \$7500 Excess Reduction fee: included in hire. Reduced Excess: \$5000
Kilometre Limit	200 km per day Excess Kilometre Rate: 30cents for each kilometre travelled over the Kilometre Limit
Fuel	Fuel tank will be full on commencement of hire and needs to be returned to the Redline Rental depot with a full tank. Otherwise, refill will be charged at a rate of \$6 per litre (**see section 5.6**)
Additional Charges	Cleaning Fee: \$200 in the case the vehicle is excessively dirty/ full of rubbish. If the vehicle has been smoked/vaped in an additional \$150 will be charged on top of the \$200. Fuel Refill Rate: \$6 per litre Callout Fee: \$TBA Administration Fee for fines & insurance claims: \$50 Late Charge: \$50 per hour up to 1 hour, after 1 hour a FULL day rate of \$170 Inc GST will be charged. Flat Battery: If the Truck has a flat battery at time of the return being processed a \$100 jump start fee will be charged and if the batteries are unable to be charged and need to be replaced the customer will be charged the price of battery replacement. This also applies during hire if lights are left on or for continuous use of the tailgate loader resulting in a flat battery.

RENTAL TERMS

1 THIS AGREEMENT

- (a) These rental terms (**Rental Terms**) will apply to all the Customer's dealings with Redline Rental. These Rental Terms plus the attached "rental form" (**Rental Form**) together form this agreement (this **Agreement**).
- (b) The Customer will be taken to have accepted this Agreement if the Customer accepts a Rental Form, or if the Customer orders, accepts or pays for any Vehicle after receiving or becoming aware of these Rental Terms.
- (c) In the event of any inconsistency between these Rental Terms and any Rental Form, the clauses of these Rental Terms will prevail to the extent of such inconsistency, except that any "Special Conditions" (being terms described as such in a Rental Form) will prevail over these Rental Terms to the extent of any inconsistency.

2 RENTAL

Redline Rental provides to the Customer and the Customer accepts from Redline Rental the rental of the Vehicle upon and subject to the provisions of this Agreement.

3 PRE-RENTAL

The Customer warrants that they:

- (a) will send a copy of all Authorised Drivers' valid driver's licence/s within 24 hours of confirming the booking to Redline Rental's email address set out in the Rental Form;
- (b) and all Authorised Drivers will be 25 years of age or older on the date they operate or use the Vehicle, unless:
 - (i) the Customer has notified Redline Rental that they, or an Authorised Driver, are under the age of 25 (**Underage Driver**); and
 - (ii) the Customer has paid the Underage Driver Fee set out in the Rental Form, in accordance with the Rental Form.
- (c) and all Authorised Drivers, have read and understood any instructions or instructional materials provided by Redline Rental, including any operational videos, checklists and maintenance requirements described within those materials; and
- (d) ensure that any person collecting the Vehicle on behalf of the Customer is authorised by the Customer to do so and the Customer will not allege that any such person is not so authorised.

4 CUSTOMER OBLIGATIONS

- (a) The Customer must, and must ensure all Authorised Drivers:

- (i) promptly provide Redline Rental with all documentation, information and assistance reasonably required for Redline Rental to decide whether to provide the Vehicle; and
 - (ii) promptly liaise with Redline Rental as it reasonably requests for the purpose of enabling Redline Rental to provide the Vehicle.
- (b) The Customer agrees that it is responsible for the acts and omissions of Authorised Drivers and any other person that the Customer or Authorised Drivers allow to use the Vehicle.

5 VEHICLE USE

5.1 AUTHORISED DRIVERS

Only Authorised Drivers may drive or otherwise use the Vehicle. In these Rental Terms, unless the contract otherwise requires, any obligation on the Customer under this agreement will apply to any Authorised Driver.

5.2 USE

- (a) The Customer must ensure that all Authorised Drivers drive the Vehicle:
 - (i) for its intended purpose;
 - (ii) in a proper and skilful manner;
 - (iii) in accordance with the Vehicle manufacturer's requirements, recommendations and instructional materials provided to the Customer; and
 - (iv) in accordance with all laws, rules and regulations applicable to the Vehicle and its use.
- (b) The Customer must not, and must not allow any Authorised Drivers or third party to:
 - (i) allow any person except the Customer and, if applicable, any Authorised Drivers to operate the Vehicle;
 - (ii) operate or use the Vehicle if they have had any driver licence suspended or cancelled in the five (5) years preceding the Start Date;
 - (iii) use the Vehicle for any dangerous, unsafe or illegal purpose;
 - (iv) use or allow the Vehicle to be used to carry passengers for payment of any kind;
 - (v) remove, dismantle, or break the Vehicle's GPS tracker, or any other event data recorder that may be included in the Vehicle;
 - (vi) modify the Vehicle in any way;
 - (vii) drive the Vehicle off-road or on an unsealed road;
 - (viii) use or allow the Vehicle to be used while the driver is under the influence of alcohol or drugs;
 - (ix) smoke in the Vehicle, or near the Vehicle such that cigarette smoke enters the Vehicle;
 - (x) use the Vehicle when it is damaged or unsafe;

- (xi) affix or install any accessories, equipment or device on or to the Vehicle;
- (xii) sub-rent the Vehicle; and
- (xiii) use the Vehicle for the conveyance or towing of any load.

5.3 MAINTENANCE

- (a) When the Vehicle is not being driven, the Customer must ensure an Authorised Driver keeps it locked and keep the keys under its control at all times.
- (b) The Customer is responsible for the performance and cost of daily maintenance and care of the Vehicle, which includes:
 - (i) only filling the Vehicle with fuel of a type that meets the Vehicle's specifications;
 - (ii) preventing it from being damaged;
 - (iii) ensuring it is protected from the weather; and
 - (iv) ensuring the Vehicle is not overloaded.

5.4 KILOMETRE LIMIT

The Vehicle may only be driven each day for the number of kilometres set out in the Rental Form in the Kilometre Limit item. If the Customer drives more than the Kilometre Limit in any day during the Rental Period, the Customer must pay the Excess Kilometre Rate for each kilometre travelled over the Kilometre Limit in that day.

5.5 AUTHORISED DRIVERS

The Customer agrees that they are fully responsible for the acts and omissions of each Authorised Driver and any other person they allow to use the Vehicle.

5.6 FUEL

If the Vehicle requires fuel to operate, the Customer must:

- (a) ensure that the Vehicle has a full tank of fuel when it is returned to Redline Rental, unless specified otherwise in the Rental Form;
- (b) only fill the Vehicle with fuel of a type that meets the Vehicle's specifications; and
- (c) promptly pay to Redline Rental the costs of refuelling the Vehicle, at the Fuel Refill Rate for each litre of fuel required to refill the Vehicle's tank, if the Customer fails to comply with clause 5.6(a).

5.7 PERSONAL PROPERTY

Redline Rental is not liable to any person for any loss of, or damage to, personal property that is left in the Vehicle after its return to Redline Rental or stolen from the Vehicle or otherwise lost during the Rental Period.

5.8 UNDERAGE DRIVERS

If the Customer or any Authorised Driver is an Underage Driver, the Customer must pay the Underage Driver Fee in accordance with the Rental Form. The

Customer must ensure that no Underage Driver operates or uses the Vehicle unless they are an Authorised Driver and a referable Underage Driver Fee has been paid.

5.9 CLEANING

The Customer acknowledges that the Vehicle is rented out in a clean condition. The Customer acknowledges and agrees to:

- (a) return the Vehicle in the same state of cleanliness (all interior and exterior) it was in on the Start Date (**Clean**). If the Vehicle is not returned in such a state, the customer agrees to pay the Cleaning Fee, and any additional fee reasonably necessary to have the Vehicle returned to Clean, as reasonably determined by Redline Rental; and
- (b) pay for any costs associated with having the Vehicle professionally cleaned, and pay the Administration Fee set out in the Rental Form, should Redline Rental have a reasonable belief that the any person smoked inside the Vehicle during the Rental Period.

5.10 FINES AND TOLLS

The Customer acknowledges and agrees that:

- (a) they will be responsible for the costs of all tolls, infringement notices and fines (including but not limited to tolls, parking tickets, towing fines, any fees in relation to the storage or recovery of the Vehicle (including in respect of any towing of the Vehicle)), and any other costs incurred in relation to the Vehicle during the Rental Period, or otherwise when it is in the Customer's or an Authorised Drivers' possession, or in relation to the Customer or an Authorised Driver's breach of this agreement (**Third Party Charges**). Redline Rental will not be responsible for any Third Party Charges; and
- (b) if any Third Party Charge is incurred by Redline Rental, then Redline Rental will charge the Customer for each Third Party Charge:
 - (i) an amount equal to that Third Party Charge; and
 - (ii) an Administration Fee (set out in the relevant Rental Form).

6 GPS TRACKING

- (a) The Customer acknowledges and agrees that Redline Rental has installed a GPS device (**GPS Device**) on or in the Vehicle which allows Redline Rental to continuously monitor the status, usage and location of the Vehicle, including hours operated, and speed and distance travelled by the Vehicle (**GPS Data**).
- (b) By accepting the Rental Terms of this Agreement, the Customer consents to Redline Rental collecting GPS Data from the GPS Device during the Rental Period and must not, and must not allow any third party to, remove, uninstall, unplug or otherwise tamper with any functionality of the GPS Device.
- (c) The Customer acknowledges that:
 - (i) GPS Data may be controlled and stored by Redline Rental;
 - (ii) any misuse of the Vehicle will be notified to Redline Rental;

- (iii) Redline Rental may rely on the GPS Data for the purpose of this Agreement and that the reliance is a material term of this Agreement; and
- (iv) Redline Rental may provide GPS Data to third parties such as law enforcement agencies and insurance providers in relation to accidents, damages or other issues without obtaining the Customer's prior consent.
- (d) If the GPS Data shows evidence of misuse or other prohibited operation of the Vehicle, or any other form of non-compliance with this Agreement, the Customer will be liable to pay Redline Rental for any damages (and Redline Rental may deduct any such damages from the Bond).
- (e) If at any point during the Rental Period the GPS Device experiences any issues, Redline Rental may request the location of the Vehicle from the Customer and Authorised Driver. The Customer and Authorised Driver must promptly notify Redline Rental of the location of the Vehicle after receiving this request.

7 COLLECT AND RETURN

- (a) The Customer must:
 - (i) collect the Vehicle from the Delivery Address at the Start Time on the Start Date; and
 - (ii) return the Vehicle to the Return Address at the Return Time on the Return Date.
- (b) The Customer must return the Vehicle in the same condition as it was on the Start Date.
- (c) For the purposes of this clause, 'same condition' means the same state (excluding ordinary wear and tear) and complete with all the tools, accessories and Vehicle and in the same state of cleanliness as the Vehicle was on the Start Date.
- (d) If the Customer returns the Vehicle before the Return Time on the Return Date, the Customer will be liable for the full Fees as if the Vehicle was in its possession from the Start Date until the Return Date, notwithstanding any early return of the Vehicle.
- (e) If the Customer does not comply with 7(a)(ii), the Customer must pay the Late Charge for every additional 24 hour period or part thereof after the Return Time on the Return Date for which the Customer retains possession of the Vehicle.

8 EXTENSION OF THE RENTAL PERIOD

- (a) If the Customer wishes to extend the Rental Period, the Customer must notify Redline Rental in writing. Redline Rental may in its absolute discretion accept or reject any extension request.
- (b) If an extension request is accepted, Redline Rental will provide the Customer with an invoice for the additional fees payable, and:
 - (i) the Customer must pay the additional fees within 24 hours; and
 - (ii) the Customer may keep the Vehicle for the extended rental period.

- (c) If an extension request is rejected, or the additional fees are not paid on time, then:
 - (i) the Vehicle must be returned on the original Return Date in accordance with clause 7; or
 - (ii) the Late Charge will be payable (in addition to the Fees) in accordance with the Rental Form until the Customer returns the Vehicle.

9 FAULTY VEHICLE

- (a) If the Vehicle is faulty, breaks down or becomes unsafe to use during the Rental Period (**Breakdown**), the Customer must ensure any Authorised Driver immediately:
 - (i) notifies Redline Rental;
 - (ii) stops using the Vehicle;
 - (iii) takes all steps necessary to prevent injuries from occurring to any person or property as a result of the condition of the Vehicle;
 - (iv) takes all steps necessary to prevent the Vehicle from sustaining any further damage;
 - (v) not repair or attempt to repair the Vehicle without Redline Rental' written consent; and
 - (vi) comply with Redline Rental' directions in relation to the return of the Vehicle.
- (b) Subject to clause 9(c), if, upon inspection of the Vehicle, Redline Rental determines that a Breakdown was:
 - (i) caused by a fault in the Vehicle (not caused or contributed to by the Customer) (**Vehicle Fault**) then Redline Rental will provide the Customer with a pro-rata refund of any Fees paid for the period of the Rental Period during which the Breakdown persisted; or
 - (ii) not caused by a Vehicle Fault, then the Customer will still be required to pay Fees in accordance with the Rental Form.
- (c) Clause 9(b) does not limit:
 - (i) any of the Customer's rights under the *Competition and Consumer Act 2010* (Cth); or
 - (ii) any rights or remedies Redline Rental may have access to in relation to a Breakdown, under this Agreement or otherwise.

10 REPLACEMENT, LOSS AND DAMAGE

10.1 LOSS, DAMAGE AND PERSONAL INJURY

- (a) The Customer must notify Redline Rental in writing of any damage effected to the Vehicle during the Rental Period within 24 hours of such damage occurring.
- (b) The Customer will be fully liable to Redline Rental for:

- (i) any loss or damage to the Vehicle during the Rental Period (even in circumstances where the loss or damage was caused or contributed to by a third party), or otherwise when the Vehicle is in the Customer's or an Additional Driver's possession, notwithstanding whether the loss or damage was the Customer's/Additional Driver's fault, including:
 - (A) theft of the Vehicle; and
 - (B) any damage to the Vehicle's interior and/or exterior, including any such damage caused by any Incident, animal, pet and/or wildlife, including kangaroos and cows;
 - (ii) any loss or damage to the Customer's, Authorised Drivers', or any third party's property, which is caused or contributed to by the Vehicle during the Rental Period, or otherwise when the Vehicle is in the Customer's or an Authorised Driver's possession;
 - (iii) any personal injury caused to any person, including the Customer, any Authorised Driver, or any third party, which is caused or contributed to by the Vehicle during the Rental Period, or otherwise when the Vehicle is in the Customer's or an Authorised Driver's possession; and
 - (iv) any damage to the Vehicle's tyres or windscreen (excepting fair wear and tear), unless the Rental Form specifies that the Customer has Tyre and Windscreen Cover, and has paid the referable Tyre and Windscreen Cover Fee in accordance with the Rental Form, in which case the cost of repairing the Vehicle's tyres or windscreen will be borne by Redline Rental.
- (c) If any damage is sustained to the Vehicle during the Rental Period, Redline Rental will determine whether repair or replacement of the Vehicle is appropriate, and
- (i) If Redline Rental determines that the Vehicle must be replaced, Redline Rental will determine the replacement cost in line with the fair market value of the Vehicle or a reasonably similar vehicle (**Replacement Cost**). Redline Rental may also charge the hire cost of the Vehicle to the Customer, for the period during which the Vehicle is being replaced, in line with the Rental Rate set out in the Rental Form (**Replacement Period Hire Cost**). Redline Rental will issue an invoice for the Replacement Cost and any Replacement Period Hire Cost to the Customer, and the Customer must pay these costs, in accordance with clause 13; or
 - (ii) If Redline Rental determines that the Vehicle should be repaired, Redline Rental will determine the repair cost in line with the fair market value of the relevant Vehicle parts and the reasonable service cost for the required repair services (**Repair Cost**). Redline Rental may also charge the hire cost of the Vehicle to the Customer, for the period during which the Vehicle is being repaired, in line with the Rental Rate set out in the Rental Form (**Repair Period Hire Cost**). Redline Rental will issue an invoice for the Repair Cost and the Repair Period Hire Cost to the Customer, and the Customer must pay these costs, in accordance with clause 13.

- (d) Battery Replacement: if the truck batteries are flat as a result of lights (interior or exterior) being left on during the hire or between returning the vehicle and the return being processed or continuous use of the tailgate loader without the vehicle engine running, the customer will be liable for;
 - (i) a jump start fee stated in page 2 of hire agreement.
 - (ii) If batteries need to be replaced the customer will be charged the replacement costs.

11 INSURANCE AND INCIDENTS

11.1 INSURANCE

- (a) The Customer acknowledges that Redline Rental may, in its discretion, hold insurances in relation to the Vehicle but such insurances may not cover the Customer or the Customer's use of the Vehicle and Redline Rental will have no obligation or requirement to insure the Customer's use of the Vehicle under this Agreement. The Customer is strongly encouraged to take out adequate insurance to cover all potential liabilities that could arise from their use of the Vehicle.
- (b) If Redline Rental notifies the Customer that it holds insurance in relation to the Vehicle, the Customer must not do or permit anything to be done which may make Redline Rental' insurance invalid or able to be cancelled or which may increase Redline Rental' insurance premiums.
- (c) Redline Rental reserves the right to apply any insurance policy it does hold in respect of the Vehicle during the Rental Period, to damage or loss caused or contributed to by the Customer or Authorised Driver, however Redline Rental is under no obligation to. If Redline Rental chooses to make a claim under an applicable insurance policy in accordance with this clause in respect of any damage or loss during the Rental Period, the Customer will be required to pay any excess payable by Redline Rental in respect of such a claim.

11.2 INCIDENTS, LOSS AND DAMAGE

- (a) Subject to any Redline Rental insurance policy that covers the Customer, which Redline Rental has indicated it will claim against to cover the Customer (either by accepting an Excess Reduction Fee or as otherwise agreed in writing), if the Vehicle is lost, damaged, destroyed or stolen during the Rental Period, or otherwise while the Vehicle is in the Customer's possession, the Customer must compensate Redline Rental for any costs of repair and/or replacement.
- (b) If the Vehicle is involved in an accident or claim, damaged, destroyed, stolen or if damage or loss is sustained to the property of any third party in connection with the Vehicle during the Rental Period, or otherwise when the Vehicle is in the Customer's possession (**Incident**), the Customer and/or Authorised Driver:
 - (i) must promptly report the Incident to the local police (if required by law);
 - (ii) must report the Incident to Redline Rental immediately;
 - (iii) must take photos of:

- (A) the Incident, such that the Incident is accurately and comprehensively depicted in the photos;
 - (B) the driver licences (front and back) of all other parties involved in the Incident;
- (iv) must obtain the contact details (name, address, phone number) of all other parties involved in the Incident (including all other drivers and other third parties, including witnesses);
 - (v) must, if such damage, destruction or theft is covered by and compensated to Redline Rental under an insurance policy, pay the relevant excess amount to Redline Rental, as well as any other reasonable costs that Redline Rental incurs in relation to such damage, destruction or theft;
 - (vi) must not, without Redline Rental' prior written consent, make or give any offer, promise of payment, settlement, waiver, release or admission of liability in relation to the Incident, except as required by Law;
 - (vii) must, if requested, permit Redline Rental or its insurer to bring, defend, enforce or settle any legal proceedings in the Customer's name in relation to the Incident; and
 - (viii) must, if requested, provide to Redline Rental, within a reasonable time, any statement, information or assistance which Redline Rental or its insurer requests, including by attending a lawyer's office or a court to give evidence.

11.3 ROADSIDE ASSISTANCE

- (a) If specified in the Rental Form, the Customer must pay the Roadside Assistance Cover Fee set out in the Rental Form, on or before the due date set out in the Rental Form.
- (b) If the Customer and/or an Authorised Driver requires help in relation to the Vehicle during the Rental Period, the Customer and Authorised Driver acknowledges and agrees to:
 - (i) call Redline Rental for roadside assistance services for help. Such help includes but is not limited to emergency refuelling, a tyre incident, lost keys, keys locked in the Vehicle or a flat battery due to lights or accessories being left on; and
 - (ii) if the Customer or Authorised Driver requests roadside assistance, the Customer must pay the Callout Fee (set out in the Rental Form) for this service, unless the Customer selected Roadside Assistance Cover and has paid the relevant Roadside Assistance Cover Fee in accordance with this clause and the Rental Form.

11.4 EXCESS REDUCTION

- (a) If an Excess Reduction Fee is set out in the Rental Form, and the Customer pays this amount to Redline Rental before the Start Date, then the excess payable under clause 11.1(c) will be limited to the Reduced Excess amount, subject to the Rental Terms of this Agreement (in particular clause 11.4(e)).

- (b) The Customer's liability in relation to the Vehicle will only be reduced to the Excess Reduction Fee, if:
- (i) the liability was not caused or contributed to by any unlawful act or omission (including any unlawful use of the Vehicle), or a breach of this Agreement.
- (c) For the avoidance of doubt, if the Customer does not comply with 11.4(b)(i), the Customer is fully liable for any:
- (i) any loss or damage to the Vehicle in accordance with clause 10.1; and
 - (ii) fees, costs and expenses charged by Redline Rental's insurer in connection with the claim.
- (d) The Customer's liability in relation to the Vehicle will not be reduced to the Reduced Excess amount set out in the Rental Form, even if the Customer has paid the Excess Reduction Fee, if the loss or damage is:
- (i) occasioned by the Customer failing to take reasonable care of the Vehicle;
 - (ii) caused to the Vehicle as a result of any illegal activity, misappropriation or wrongful conversion of the Vehicle by the Customer;
 - (iii) caused by the Customer's misuse, abuse, overloading, exceeding the rated capacity or improper servicing or repairs of the Vehicle;
 - (iv) tools, accessories, parts, and other similar accessories; and
 - (v) arising in circumstances where a claim has been made by or against any third party.
- (e) Notwithstanding any other clause in this agreement, the Excess Reduction Fee **does not** cover the following loss and/or damage:
- (i) any Overhead Damage and Underbody Damage to the Vehicle;
 - (ii) any damage caused deliberately by the Customer or an Authorised Driver;
 - (iii) any damage caused or contributed to by the Vehicle coming into contact with a bridge, tunnel, tree, roof or boom gate of a parking garage;
 - (iv) any damage caused by the Vehicle being immersed in water (wholly or partially);
 - (v) any damage caused by the Vehicle being exposed to salt water, including due to the Vehicle being driven through flood water, creeks, or rivers;
 - (vi) any damage to the Vehicle's exhaust system, suspension or chassis caused by the Vehicle being driven (excepting fair wear and tear):
 - (A) recklessly or negligently;
 - (B) over gutters, kerbs, or unpaved or poor quality roads at excessive speed;

12 BOND

If the Rental Form includes a Bond, the Customer acknowledges and agrees that:

- (a) the Bond is payable to cover the non-payment of any amount owed by the Customer under this Agreement, including due to loss, theft or damage to the Vehicle;
- (b) Redline Rental may claim the Bond against any amount owed by the Customer to Redline Rental under this Agreement; and
- (c) Redline Rental may hold the Bond for up to 30 days after the return of the Vehicle, or until such time that Redline Rental is reasonably satisfied that there has not been any damages, infringements or other costs incurred by the Customer in relation to the Vehicle (**Holding Period**). If, after the Holding Period, the Customer does not owe any amounts to Redline Rental, or if the owing amounts have been claimed from the Bond and there is a remaining amount, then the relevant remaining amount will be returned to the Customer.

13 PAYMENT

13.1 FEES

The Customer must pay the Fees to Redline Rental, in the amounts and at the times set out in the Rental Form or as otherwise agreed in writing.

13.2 TIME FOR PAYMENT

The Customer must pay the Fees on acceptance of this Agreement or otherwise by the time(s) specified in an invoice issued by Redline Rental to the Customer

13.3 LATE PAYMENT

If the Customer does not pay Redline Rental the amounts due and payable under an invoice on or before its due date, without limiting any of Redline Rental' other rights under this Agreement, the Customer must pay Redline Rental interest at the rate of 10% per annum on each amount outstanding, from the due date for payment to the date on which the payment is received by Redline Rental.

13.4 GST

Unless otherwise indicated, amounts stated in a Rental Form do not include GST. In relation to any GST payable for a taxable supply by Redline Rental, the Customer must promptly pay the GST subject to Redline Rental providing a tax invoice.

13.5 CARD SURCHARGES

Redline Rental reserves the right to charge credit card surcharges in the event payments are made using a credit, debit or charge card (including Visa, MasterCard or American Express).

13.6 ONLINE PAYMENT PARTNERS

Redline Rental uses a third-party payment provider (**Payment Provider**) to collect payments. The processing of payments by the Payment Provider will be, in addition to this Agreement, subject to the terms, conditions and privacy policies of

the Payment Provider and Redline Rental are not liable for the security or performance of the Payment Provider. Redline Rental reserve the right to correct, or to instruct the Payment Provider to correct, any errors or mistakes in collecting payment.

13.7 PAYMENTS OTHER THAN FEES

- (a) Immediately on demand by Redline Rental, the Customer will pay:
 - (i) the price of any Vehicle which is for whatever reason not returned to Redline Rental;
 - (ii) the full cost of repairing any damage to the Vehicle caused or contributed to by the Customer;
 - (iii) all costs incurred by Redline Rental for recovering possession of the Vehicle; and
 - (iv) any expenses and legal costs (including commission payable to a commercial agent) incurred by Redline Rental in enforcing this Agreement due to the Customers default.
- (b) Without limiting the ability of Redline Rental to recover all amounts owing to it, the Customer authorises Redline Rental to charge any amounts owing by the Customer to any credit card or account which the Customer provides in a Rental Form.

14 OWNERSHIP, POSSESSION AND TITLE

14.1 OWNERSHIP

- (a) The Vehicle is and will at all times remain the property of Redline Rental, notwithstanding delivery of the Vehicle to the Customer or the possession, and use of the Vehicle by the Customer.
- (b) The Customer will not have any right, title or interest in or to the Vehicle except as expressly set out in this Agreement.

14.2 POSSESSION

The Customer must not, or if possession of the Vehicle is with an Authorised Driver, the Authorised Driver must not part with possession of the Vehicle during the Rental Period.

14.3 ENCUMBRANCES

The Customer must not allow any security interest, encumbrance, charge or lien of any kind to arise or remain in relation to the Vehicle, including a repairer's lien, except:

- (a) if a repairer's lien arises, the Customer must take all necessary steps to have it removed or satisfied, or, at Redline Rental' option, Redline Rental may remove or satisfy the lien at the Customer's cost; and
- (b) a security interest, lien or charge that arises by Law in respect of unpaid rates, taxes, fees or duties of any kind, in which event the Customer must pay any money due so that the Vehicle will be free of the lien or charge.

15 LIABILITY, WARRANTIES AND INDEMNITIES

15.1 LIABILITY

To the maximum extent permitted by law, Redline Rental' liability for all claims in aggregate (whether those claims be for breach of contract, negligence or otherwise, and whether those claims are for economic loss, or for personal injury or other damage) arising under or in connection with this Agreement:

- (a) is totally excluded, to the extent it concerns liability for indirect, special and consequential damages, and damages (whether direct or indirect) reflecting loss of revenue, loss of profits and loss of goodwill (except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth)); and
- (b) is limited, insofar as it concerns other liability, to the total Fees paid to Redline Rental under this Agreement as at the date the event giving rise to the relevant liability occurred (or, where there are multiple events, the date of the first such event).

15.2 WARRANTIES

- (a) To the maximum extent permitted by applicable law, all express or implied representations and warranties (whether relating to fitness for purpose or performance, or otherwise) not expressly stated in this Agreement are excluded.
- (b) Nothing in this Agreement is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, the Customer may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services provided.

15.3 INDEMNITIES

The Customer indemnifies Redline Rental from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of:

- (a) the casual maintenance, use, storage or operation of the Vehicle during the Rental Period or otherwise when the Vehicle is in the Customer's, or any Authorised Drivers' possession;
- (b) personal injury to, or death of, the Customer and/or any Authorised Driver and/or any third party in connection with the Vehicle during the Rental Period or otherwise when the Vehicle is in the Customer's, or any Authorised Driver's, possession;
- (c) damage to the Customer's, Authorised Drivers', or any third party's property in connection with the Vehicle during the Rental Period or otherwise when the Vehicle is in the Customer's, or any Authorised Drivers' possession;
- (d) theft of the Vehicle;
- (e) any breach of this Agreement by the Customer or any Authorised Driver; or

- (f) any negligent, fraudulent or criminal act or omission of the Customer, Authorised Driver.

16 TERMINATION

16.1 TERMINATION BY REDLINE RENTAL

Redline Rental may terminate this Agreement in whole or in part immediately by written notice to the Customer, if the Customer is in breach of any term of this Agreement.

16.2 TERMINATION BY THE CUSTOMER

- (a) The Customer may terminate this Agreement in whole or in part by written notice to Redline Rental.
- (b) If the notice under clause 16.2(a) is given:
 - (i) 72 hours or more prior to the Start Date, Redline Rental will provide the Customer with a full refund of any Fees paid (including the Deposit);
 - (ii) less than 72 hours prior to the Start Date, Redline Rental will provide the Customer with a refund of the Fees paid, minus the Deposit Fee; or
 - (iii) after the Start Date, the Customer will not be entitled to any refund, unless the Vehicle is not of an acceptable quality in accordance with the ACL.

16.3 EFFECT OF TERMINATION

Upon termination of this Agreement, the Customer must promptly:

- (a) pay any amounts due and payable to Redline Rental in respect of the period of the Rental Period prior to the date of termination and in accordance with this Agreement (including any amounts payable under an indemnity); and
- (b) subject to any contrary direction given by Redline Rental, deliver the Vehicle and any other goods included in a Rental Form to the Return Address.

16.4 SURVIVAL

Any clause that by its nature would reasonably be expected to be performed after the termination or expiry of this Agreement will survive and be enforceable after such termination or expiry.

17 DISPUTE RESOLUTION

- (a) A party claiming that a dispute has arisen under or in connection with this Agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause.
- (b) A party that requires resolution of a dispute which arises under or in connection with this Agreement must give the other party or parties to the

dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.

- (c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

18 NOTICES

- (a) A notice or other communication to a party under this Agreement must be:
 - (i) in writing and in English; and
 - (ii) delivered via email to the other party, to the email address specified in this Agreement, or if no email address is specified in this Agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this Agreement as at the date of this Agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this Agreement, in which case the notice will be taken to be given on the next occurring business day in that state; or
 - (ii) when replied to by the other party,whichever is earlier.

19 GENERAL

19.1 GOVERNING LAW AND JURISDICTION

This Agreement is governed by the law applying in Queensland, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this Agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

19.2 AMENDMENTS

This Agreement may only be amended in accordance with a written agreement between the parties.

19.3 WAIVER

No party to this Agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

19.4 SEVERANCE

Any term of this Agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this Agreement is not limited or otherwise affected.

19.5 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

19.6 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

19.7 COUNTERPARTS

This Agreement may be executed in any number of counterparts. Each counterpart constitutes an original of this Agreement and all together constitute one agreement.

19.8 COSTS

Except as otherwise provided in this Agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this Agreement.

19.9 ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this Agreement.

19.10 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(currency)** a reference to \$; or “dollar” is to Australian currency;
- (c) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (d) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (e) **(person)** a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (f) **(party)** a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;

- (g) **(this Agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this Agreement, and a reference to this Agreement includes all schedules, exhibits, attachments and annexures to it;
- (h) **(document)** a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (i) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (j) **(includes)** the word “includes” and similar words in any form is not a word of limitation; and
- (k) **(adverse interpretation)** no provision of this Agreement will be interpreted adversely to a party because that party was responsible for the preparation of this Agreement or that provision.

20 DEFINITIONS

Capitalised words and phrases used in these Rental Terms have the meaning given:

- (a) to that word or phrase in the Rental Form;
- (b) by the words immediately preceding any bolded and bracketed word(s) or phrase(s); or
- (c) in the table set out below.

Term	Meaning
Damage	means any damage to the Vehicle, including its parts, components and accessories, that is not reasonably considered to be fair wear and tear, or any thing that makes the Vehicle unroadworthy.
Overhead Damage	means any Damage to the Vehicle at or above the level of the top of the front windscreen of the Vehicle.
Rental Form	has the meaning given in clause 1(a).
Rental Period	means the period of Vehicle rental, from the Start Date set out in the Rental Form until the Vehicle is returned to Redline Rental.
Rental Terms	has the meaning given in clause 1(a).
Underbody Damage	means any Damage to the underside of the Vehicle that is not caused by another vehicle.
Vehicle	means the Vehicle of the description and serial number as set out in the Rental Form, including its parts, components and accessories and other items set out in the Rental Form or as otherwise rented to you under this agreement.