

## TRUCK RENTAL TERMS & CONDITIONS - CHEAPaWAY TRUCK HIRE [www.cheapaway.com.au](http://www.cheapaway.com.au)

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### 1 Your Rental Contract

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- 1.1 Your rental contract (**Rental Contract**) with CHEAPaWAY HIRE consists of two separate documents:
  - (a) the agreement (**Rental Agreement**) You have signed to rent the Vehicle from Us; and
  - (b) these rental Terms and Conditions (**Terms and Conditions**).
- 1.2 The date of the Rental Contract is the date shown in the Rental Agreement.
- 1.3 The Rental Contract is governed by the laws of Queensland and You agree that courts in that state have nonexclusive jurisdiction to determine any dispute that arises between You and Us.
- 1.4 We may fit a GPS Device to the Vehicle to enable Us to track the Vehicle while it is out of Our possession. When you sign these Terms and Conditions You authorise Us to use the GPS Device to track the Vehicle until it is returned to Us.
- 1.5 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.
- 1.6 The Australian Consumer Law applies to the Rental Contract and it provides You with rights that are not excluded, restricted or modified by the Rental Contract and any provision in this contract is subject to the specific protections and guarantees in that and any corresponding Federal, State or Territory legislation.

### 2 Who may drive the Vehicle?

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- 2.1 Only You or an Authorised Driver can drive the Vehicle. It is a Major Breach of the Rental Contract if You let anyone who is unauthorised drive the Vehicle. If there is a Major Breach of the Rental Contract there is no Damage Cover for You, the Authorised Driver or the unauthorised driver for any Damage, theft of the Vehicle or Third Party Loss.
- 2.2 We set a minimum age limit for those renting Our Vehicles. You and any Authorised Driver **must** be at least 25+ years of age and have no less than 12 months driving experience, unless We have agreed to a variation of that restriction before the Start of the Rental and it is shown in the Rental Agreement.
- 2.3 You and any Authorised Driver **must** also have a valid licence to drive the class of Vehicle which is issued in an Australian state or territory or an international licence (with an valid International Driving Permit if Your licence is not issued in English) appropriate for the class of the Vehicle and not subject to any restriction or condition. You the hire are responsible for the vehicle and to ensure yourself and ALL Authorised Drivers are fully licenced with a current open Drivers Licence. Allowing a non-licenced person to drive this vehicle constitutes a major breach of this rental contract. You can check the status of QLD licences here at the link below before driving.  
<https://www.service.transport.qld.gov.au/checkdriverlicencestatus/public/Welcome.xhtml?dswid=6042>  
Learner drivers and provisional and probationary licence holders are not acceptable and **must not** drive the Vehicle.
- 2.4 The Vehicle **must not** be driven if Your licence or the licence of any Authorised Driver has been cancelled within 2 years of the date of the Rental Agreement.

### 3 Prohibited Use

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- 3.1 The Vehicle **must not** be driven by You or any Authorised Driver:
  - (a) if You or any Authorised Driver is intoxicated or under the influence of drugs or alcohol or has a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit set by law;
  - (b) recklessly or dangerously; or
  - (c) whilst the Vehicle is damaged or unsafe.
- 3.2 You and any Authorised Driver **must not**:
  - (a) fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;
  - (b) use the Vehicle:
    - (i) for any illegal purpose;
    - (ii) to move dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
    - (iii) to propel or tow another vehicle or a trailer;
    - (iv) in connection with the motor trade for experiments, tests, trials or demonstration purposes; or
    - (v) in an unsafe or un-roadworthy condition.
- 3.3 You and any Authorised Driver **must not**:
  - (a) damage the Vehicle deliberately or recklessly or allow anyone else to do so;
  - (b) modify the Vehicle in any way;
  - (c) sell, rent, lease or dispose of the Vehicle; or
  - (d) register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009.
- 3.4 You and any Authorised Driver **must not** use the Vehicle to carry:
  - (a) passengers for hire, fare or reward or for rideshare purposes;
  - (b) more than the number of passengers for which the Vehicle is licensed; or
  - (c) any load that exceeds the limits for which the Vehicle was designed, constructed, registered or licenced.



- 3.5 You and any Authorised Driver **must** keep the Vehicle in a reasonable state of cleanliness and You **must not**: (a) use the Vehicle to transport any pets or animals except registered assistance animals; or  
(b) Smoke or Vape in the Vehicle and You must prevent any passenger from doing so.  
Additional cleaning and deodorising costs in addition to the standard Cleaning Fee of \$250 will be charged and **must** be paid if there is a breach of this clause, and as a deliberate act constitutes a Major Breach of this Contract.

#### 4 Where the Vehicle cannot be used

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- 4.1 The Vehicle **must never** be driven on:  
(a) an Unsealed Road; or  
(b) Off Road.
- 4.2 The Vehicle **must not** be used in any area that is prohibited by Us. Prohibited areas include:  
(a) roads that are prone to flooding or are flooded;  
(b) beaches, streams, rivers, creeks, dams, floodwaters and or Ferry Boat or Barge Crossings;  
(c) any road where the police or an authority has issued a warning;  
(d) any road that is closed; and  
(e) any road where it would be unsafe to drive the Vehicle.
- 4.3 The Vehicle **must never** be driven or used:  
(a) outside the state of Queensland, New South Wales, Australian Capital Territory or Victoria ;  
(b) outside a radius of 1750 kilometres from the Rental Location; or  
(c) onto any island that is off mainland Australia, except:  
(i) Stradbroke Island;  
(ii) Magnetic Island; or  
(iii) Bribie Island.  
Unless We have given Our prior written permission prior to the Start of the Rental and it is noted on the Rental Agreement.

#### 5 Your obligations

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- 5.1 At the Start of the Rental and before collecting the Vehicle You **must** pay the anticipated Rental Charges including the Bond and have sufficient funds on nominated credit card for any additional fees, charges or excess charges in the event of an accident.
- 5.2 The Bond is fully refundable to You provided that:  
(a) all amounts due to Us under the Rental Contract have been paid;  
(b) the Vehicle has been returned to the Rental Location at the date and time set in the Rental Agreement;  
(c) there is no Damage or Third Party Loss;  
(d) the exterior and interior of the Vehicle are clean and in good repair ready for the next rental.  
Vehicles returned in a dirty condition in the opinion of the Owner shall be cleaned at the hirer's expense at a minimum cost of \$35.00 unless specialized cleaning is required where a quote for cleaning will be obtained.  
(e) all accessories hired with the vehicle are refurbished, being blankets, pads, trolleys and straps. Accessories that are not refurbished and stowed exactly as at time of pickup will be refurbished at hirers expense at a charge of with driver rate of 1hr, (\$90 mon-thur, \$110 fri-sun);  
(f) the Vehicle has a full tank of fuel; and  
(g) there has not been a Major Breach of the Rental Contract,  
(h) You and any Authorised Driver **MUST NOT SMOKE IN VEHICLES**, a cleaning charge will be added if the smell of cigarette smoke present in the opinion of the owner.  
(i) You and any Authorised Driver must NOT remove or tamper with, turn off or disable the DVR dashcam or GPS Tracking system if fitted.

We reserve the right to retain all or part of the Bond if there is a breach of any of these conditions and charge your credit card in the event your charges exceed the bond amount held with your authority as per the credit card debit authority declaration on the front page of this rental contract.

- 5.3 At the Start of the Rental You **must** also inspect the Vehicle to make sure that any pre-existing damage is noted and shown in the Rental Agreement.
- 5.4 At the End of the Rental You must:  
(a) **Return the Vehicle:**  
(i) in the same condition it was in at the Start of the Rental, fair wear and tear excepted; and  
(ii) with a full tank of fuel and produce the fuel receipt as proof of purchase with 10km of Yard;  
(b) pay the balance of the Rental Charges (if any);  
(c) pay the Damage Excess if there is Damage or Third Party Loss as a result of an Accident or the Vehicle is stolen;  
(d) pay any costs We incur, including extra cleaning costs under clause 3.5, in reinstating the Vehicle to the same condition it was in at the Start of the Rental, fair wear and tear excluded;  
(e) pay for all Damage arising from a Major Breach of the Rental Contract;  
(f) pay for all Overhead Damage;  
(g) pay for all Reversing Damages;  
(h) pay for all Underbody Damage; and  
(i) pay for any Damage caused by the immersion of the Vehicle in water.  
(j) pay for any damages from insect, animal, bird or object including Vandalism, Terrorism, act of God, government sanction, epidemic or pandemic or loss of income from such damages, losses or sanctions.



- 5.5 You and any Authorised Driver must pay all tolls within 3 days of travel, speeding and traffic fines and infringements as well as any fines or charges imposed for parking or using the Vehicle or release of the Vehicle if it has been seized by a regulatory authority. If We are required to nominate You as the responsible party We will charge You an administrative fee of \$20 for each nomination and \$50 for each Fine or Statutory Declaration signing required.
- 5.6 If You return the Vehicle with less than a full tank of fuel a refuelling fee of \$50, in addition to the cost of the fuel, will apply.
- 5.7 You **must** comply with all mandatory seat belt and child restraint laws and ensure that for all children under the age of seven years the restraint has been fitted correctly according to the weight and age of the child and that the restraint is properly adjusted.
- 5.8 You and any Authorised Driver **must** make sure that the Vehicle is locked when not in use or unattended and the keys or remote control device **must** be kept in Your possession, or that of any Authorised Driver, at all times.
- 5.9 You and any Authorised Driver **must** take reasonable care of the Vehicle by:
- (a) preventing it from being damaged;
  - (b) making sure that it is protected from the weather;
  - (c) maintaining and checking on no less than a weekly basis:
    - (i) the engine and brake oils;
    - (ii) the coolant and battery water levels; and
    - (iii) tyre pressures;
  - (d) using the correct fuel type and maintaining at least more than ¼ tank of fuel; and
  - (e) making sure it is not overloaded the trucks at 4500kgs Gross Vehicle Mass (GVM) in total weight.
- 5.10 You **must** return the vehicle to Us for the periodic service and maintenance of the Vehicle. If You do not return the Vehicle for routine servicing, You **will** be liable for any Damage caused as a result of Your failure to arrange servicing of the Vehicle at the prescribed time.
- 5.11 If the Vehicle develops a fault during the Rental Period You **must** inform Us immediately and not drive the Vehicle unless We have authorised You to do so and You **must not** let anyone else repair or work on the Vehicle or towing or salvage of it without Our prior written authority to do so.
- 5.12 Where We have given You Our prior authority to repair the Vehicle You **must** keep and produce to Us the original tax invoices and receipts for any repairs, towing or salvage and You will be reimbursed only if these expenses have been authorised by Us. Any entitlement to reimbursement is subject to there being no Major Breach of the Rental Contract.

## 6 Damage Cover

- 6.1 You may make Your own insurance arrangements but if We are not satisfied that Your insurance cover is comparable to the Damage Cover We offer We may refuse to hire the Vehicle to You. If You make Your own insurance arrangements You accept that You are liable for and must pay in full for:
- (a) Damage;
  - (b) loss of the Vehicle as a result of theft; and
  - (c) Third Party Loss.
- 6.2 Subject to:
- (a) making Your own insurance arrangements under clause 6.1; and
  - (b) to these Terms and Conditions,
- Damage Cover is included in the Rental Charges and if You or any Authorised Driver has an Accident or if the Vehicle is stolen We will indemnify You for the theft, any Damage or Third Party Loss but You **must** pay up to the Damage Excess shown on the Rental Agreement for each Accident or theft unless We agree that:
- (i) You were not at fault; and
  - (ii) the other party's insurance company accepts liability.

- 6.3 The Damage Excess payable is:

Vehicle type	Driver age	Standard Damage Excess
Commercial (Vans, truck)	25+	\$2000

- 6.4 There is no Damage Cover for tyre repairs, windows and windscreens damage are these are Your responsibility. Please see Definitions of Damage Handout Leaflet for full details.
- 6.5 A claims administration fee of up to \$150 applies for each Accident claim to cover the administrative costs of handling Your claim.
- 6.6 The Damage Excess payable under clauses 6.2 and 6.3 will be charged to Your credit card:
- (a) for single vehicle Accidents, after a repairer's estimate or tax invoice verifying the amount charged for Damage has been sent to You;
  - (b) if the Vehicle has been stolen, after We have made reasonable enquiries and in Our opinion it is unlikely the Vehicle will be recovered; and
  - (c) for Accidents in which there is also Third Party Loss, after:
    - (i) a reasonable estimate of the Third Party Loss has been made;



- (ii) a repairer's estimate or tax invoice verifying the amount charged for Damage has been obtained; and
  - (iii) all documents verifying the Third Party Loss and Damage have been sent to You, unless You have expressly authorised the charge to Your credit card at an earlier time.
- 6.7 There is no Damage Cover, and You and any Authorised Driver are liable for:
- (a) Damage or Third Party Loss arising from:
    - (i) a Major Breach of the Rental Contract; or
    - (ii) the use of the Vehicle by any driver who is not an Authorised Driver or who is less than 25+ years of age;
  - (b) Overhead Damage;
  - (c) Reversing Damage;
  - (d) Underbody Damage; and
  - (e) Damage caused by immersion of the Vehicle in water.
  - (f) Damages from insect, animal, bird or object including Vandalism, Terrorism or act of God, government sanction, epidemic or pandemic or loss of income from such damages, losses or sanctions.
- 6.8 There is also no Damage Cover for:
- (a) the full cost of replacing or repairing any accessories supplied by Us including, but not limited to GPS units, lost keys, keyless start and remote control devices; or
  - (b) personal items that are left in or stolen from the Vehicle or for loss or damage to property belonging to or in the custody of:
    - (i) You;
    - (ii) any relative, friend or associate of Yours ordinarily residing with You or with whom You ordinarily reside;
    - (iii) any relative, friend or associate of an Authorised Driver; or
    - (iv) Your employees.

## 7 Rental Period, costs and charges

- 7.1 The Rental Agreement shows:
- (a) the Rental Period for which You have hired the Vehicle; and
  - (b) the Rental Charges.
- 7.2 At the End of the Rental You **must** return the Vehicle:
- (a) on the date and by the time; and
  - (b) to the Rental Location,
- shown in the Rental Agreement. If You fail to return the Vehicle, We may terminate the Rental Contract and if the location of the Vehicle is known, recover it by lawful means or if it is unknown, after making reasonable attempts to contact You, report the Vehicle as stolen to the Police.
- 7.3 There are no refunds if the Vehicle is returned prior to the expiry of the Rental Period.
- 7.4 We reserve the right to charge a relocation fee of up to \$10000 if You return the Vehicle to a different location that shown in the Rental Agreement and agreed at the Start of the Rental.
- 7.5 If You return the Vehicle:
- (a) more than one hour after the date and time set for its return in the Rental Agreement We will charge You \$25 per hour up to one full day's rental and a further full day's rental at the standard rate for each 24 hour period or part thereof until the Vehicle is returned to Us; or
  - (b) at any time, other than during Our normal business hours You must pay for the daily Rental Charges and all Damage until the Rental Location next opens for business. No condition reports done in low light.
- 7.6 A daily limit of 200 kilometres applies unless You have Our prior written approval to have this limit waived and it is noted on the Hire Agreement. For each day You exceed that limit You will incur an additional fee of 30 cents per kilometre.
- 7.7 At the End of the Rental You **must** also pay for all amounts owing pursuant to clause 5.4 and any moneys owed to Us thereafter accrue interest at the rate of 10% per annum commencing 14 days after the End of the Rental . Any amount payable under the Rental Contract is subject to subsequent verification and adjustment and details of any adjustments will be provided to You as soon as practicable.
- 7.8 **Credit card authority**  
If any amount is due to Us or remains unpaid under the Rental Contract You authorise Us to debit Your credit card with that amount within a reasonable time after the End of the Rental.  
A credit card surcharge applies to all payments made by credit or debit card.
- 7.9 **Default**  
If You default in the payment of any moneys owed to Us under the Rental Contract, You authorise Us to provide information of that default to a credit reporting body and to obtain an up to date consumer credit report on You. Personal information may be used and disclosed by the credit reporting body in accordance with the Privacy Act to create or maintain a credit information file containing information about You, including defaults in excess of 60 days and the debt owed to Us.
- 7.10 **Cancellation**
- (a) **If:**
    - (i) Your booking is cancelled 24 hours or less prior to the Start of the Rental; or
    - (ii) You fail to notify Us of Your intended cancellation prior to the Start of the Rental and fail to pick up the Vehicle,



You will be charged the Rental Charges for the Rental Period as booked unless We are able to rent the Vehicle to another renter for an equivalent term and rate.

- (b) A holding and cancellation fee of \$20 per week (or part thereof) calculated from the time of booking will be deducted from the refund.
- (c) Notice of cancellation **must** be made by telephoning 0438 382 666 between the hours of 7am and 5pm weekdays, and 8am and 5pm weekends.

7.11 **Long Term Hire** – rental contracts can be done for an extended period, however the vehicle must be available for weekly inspections at a prior agreed location and day prior to settling the rental contract.

- (a) A \$1000 bond is applicable on all Long Term Hire Vehicles.
- (b) The weekly agreed rental amount is to be paid in advance and be settled on an agreed day of each week for the entire rental contract period.
- (c) If there is a major contract breach or in the opinion of the owner that the vehicle is not being maintained, daily checks not done and the vehicle is basically not being looked after we can cancel the rental contract without notice.
- (d) ALL damages, accidents and or maintenance issues are to be reported directly as soon as practical the next business day or to the owner 24/7 on 0438382666.
- (e) ALL repairs must be authorised by the owner in writing before being done, except for tyres, brakes or driver daily maintenance items and servicing.
- (f) If long term rental vehicle requires service or repair by owner, the vehicle must be made available on request to be swapped out with similar vehicle and price until service or repair is complete at no extra charge.

## 8 Toll Charges

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- 8.1 You **must** pay all toll charges and if You fail to do so and We are required to nominate You as the responsible party We will charge You an administrative fee of \$20 for each nomination.
- 8.2 An electronic tag (**e-tag**) is not fitted to the Vehicle and it is Your responsibility as the hirer to fit your e-tag or purchase a day pass, open a LINKT account or download the LINKT GO App for use of the Vehicle on toll roads.
- 8.3 You the hirer must pay all tolls from the rental period start to the end date and time or return of vehicle as on your rental agreement or condition report return date after rental extension.
- 8.4 To pay tolls with the new LINKT system you must go to the LinkT website link below and "BUY A PASS", "OPEN AN ACCOUNT" or pre install the "LINKT GO APP" prior to hiring the Truck.  
<https://www.linkt.com.au/brisbane/accounts-and-passes/help-me-choose>
- 8.5 All Toll notices that reach us for action and our action requiring us to forward on and nominate you as driver will incur an admin fee \$20 for each nomination of your unpaid tolls invoice. This fee will be deducted from your nominated CC up to 120 days after hire end date and time.

## 9 Accidents - Damages - Breakdowns - Mechanical Issues

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- 9.1 We will provide You with a Vehicle that is of acceptable quality and in good working but breakdowns do occur. **You must notify Us of ALL Damages, Accidents and or Maintenance Issues immediately, or as soon as practical to the owner 24/7 on 0438382666. STOP THE VEHICLE - DO NOT CONTINUE DRIVING THE VEHICLE unless written approval is given via sms - IF YOU CONTINUE DRIVING THIS CONSTITUTES A MAJOR BREACH OF CONTRACT!** Twenty four hour roadside assistance is provided and if You require assistance You must contact Us on 0438 382 666 and We will supply all practical assistance at Your expense, provided there has not been a Major Breach of the Rental Contract.
- 9.2 We are not responsible for:
  - (a) Damage as a result of use of the incorrect fuel type;
  - (b) a flat battery because the lights or accessories have been left on or excessive rear tailgate use without engine running
  - (c) tyre changing, tyre replacement or wall damages, punchers, blowouts or associated damage from blowouts;
  - (d) brake pad wear, rotor or caliper damage, bearing collapse, clutch burnout or any other rotating part failure;
  - (e) lost keys or remote control device; or
  - (f) keys or remote control device locked in the Vehicle,  
and extra charges will apply if any of these services are provided at Your request.
- 9.3 If You or an Authorised Driver has an Accident or if the Vehicle is stolen You **must** report the Accident or theft to Us within 24 hours of it occurring and fully complete an Accident/Theft report form.
- 9.4 If the Vehicle is stolen or if You or an Authorised Driver of the Vehicle has an Accident where:
  - (a) any person is injured;
  - (b) the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or
  - (c) the other party appears to be under the influence of drugs or alcohol,  
You or the Authorised Driver **must** also report the theft or Accident to the Police.
- 9.5 If You or an Authorised Driver has an Accident You and the Authorised Driver must:
  - (a) exchange names and addresses and telephone numbers with the other driver;
  - (b) take the registration numbers of all vehicles involved;
  - (c) take as many photos as is reasonable showing:
    - (i) the position of the Vehicles before they are moved for towing or salvage;
    - (ii) the Damage to the Vehicle;
    - (iii) the damage to any third party vehicle or property; and
    - (iv) the general area where the Accident occurred, including any road or traffic signs;



- (d) obtain the names, addresses and phone numbers of all witnesses;
- (e) not make any admission of fault or promised to pay the other party's claim or release the other party from any liability;
- (f) forward all third party correspondence or court documents to Us within 7 days of receipt; and
- (g) co-operate with Us in the prosecution of any legal proceedings that We may institute or defence of any legal proceedings which may be instituted against You or Us as a result of an Accident, including attending Our lawyer's office or any Court hearing.

## 10 Consequences of a Major Breach of the Rental Contract

- 10.1 If You or any Authorised Driver:
- (a) commit a Major Breach of the Rental Contract in a way that causes Damage, theft of the Vehicle or Third Party Loss; or
  - (b) drive the Vehicle in a reckless manner so that a substantial breach of road safety legislation, including the *Criminal Code Act 1899 (Qld)* or the *Transport Operations (Road Use Management) Act 1995 (Qld)* or similar code in other states and territories of Australia, or hirer or Authorised Driver is unlicensed or licences have been revoked has occurred,
- You and any Authorised Driver:
- (i) have no Damage Cover;
  - (ii) are liable for all Damage, theft of the Vehicle and Third Party Loss; and
  - (iii) are liable for and must pay any additional costs or expenses We incur as a direct consequence.
- 10.2 Acting reasonably, We may terminate the Rental Contract and take immediate possession and seize the Vehicle if a breach of any part of clause 10.1 has occurred.

## 11 Definitions

**Accident** means an unintended and unforeseen incident, including:

- (a) a collision between the Vehicle and another vehicle or object, including animals and roadside infrastructure; including from an act of god; and
- (b) rollovers; or destroyed even if caused by terrorism, government sanction, epidemic or pandemic or loss of income from such damages, losses or sanctions; and
- (c) a weather event, including hail, Damage that results in Damage or Third Party Loss.

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

**Bond** means the amount shown on the Rental Agreement We collect from You at the Start of the Rental as security for the Rental Charges and other fees and charges incurred during Your rental.

**Damage** means:

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

**Damage Excess** means the amount, including GST, up to which You **must** pay Us in the event of an Accident that causes Damage or Third Party Loss or the Vehicle has been stolen.

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

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

**Major Breach** means a breach of any clauses that constitutes Illegal or Prohibited Use, Dangerous Act, Deliberate Act, Deception, Fraud or causes Damage, theft of the Vehicle or Third Party Loss and you will lose your bond amount and the vehicle will be seized.

**Off Road** means any area that is neither a sealed or unsealed road and includes but is not limited to unformed roads, dirt roads, gravel roads, fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, rivers, flood waters, sand, deserts, rocks, fields and paddocks.

**Overhead Damage** means:

- (a) Damage at or above the level of the top of the front windscreen of the Vehicle;
- (b) Damage to any part of the pantech or box section of the Vehicle; or
- (c) Third Party Loss, caused by:
  - (i) contact between the part of the Vehicle that is at or above the level of the top of the front windscreen with objects overhanging or obstructing its path;
  - (ii) use of the Vehicle so that its height exceeds that permitted by law, by-law regulation or advisory sign in the area of use
  - (iii) objects being placed on the roof of the Vehicle; or
  - (iv) You or any person standing or sitting on the roof of the Vehicle or pantech.



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

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

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

**Reversing Damages** means:

- (a) any damage to the Vehicle caused by or resulting from contact between the rear and or top rear edge or Pantech of the Vehicle and any object or obstruction, including trees, branches, kerbs, gutters, barriers or wheel stops and does not arise as a result of an impact with another vehicle.
- (b) Damage to any part of the Vehicle or Pantech; or
- (c) Third Party Loss, caused by:
  - (i) contact between the part of the Vehicle rear and or top rear edge or Pantech with objects obstructing its path;
  - (ii) use of the Vehicle so that the ground clearance is less than permitted by the manufacturer;
  - (iii) objects being flicked up underneath the Vehicle; or
  - (iv) objects or animals that are hit or driven over that could have or could not have been avoided.

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

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

**Underbody Damages** means:

- (a) any damage to the Vehicle caused by or resulting from contact between the underside of the Vehicle and any part of the roadway or any object or obstruction, including signs, kerbs, gutters, speed or road humps, barriers or wheel stops and does not arise as a result of an impact with another vehicle.
- (b) Damage to any part of the suspension, drive line, exhaust, fuel tank, tyres and rims of the Vehicle; or
- (c) Third Party Loss, caused by:
  - (i) contact between the part of the Vehicle that is at or below the level of the bottom of the chassis with objects obstructing its path;
  - (ii) use of the Vehicle so that the ground clearance is less than permitted by the manufacturer;
  - (iii) objects being flicked up underneath the Vehicle; or
  - (iv) objects or animals that are hit or driven over that could have or could not have been avoided.

**Unsealed Road** means a road that has been formed and constructed but is not sealed with a hard material such as tar, bitumen or concrete.

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

**We, Us, Our,** means Ashworth Family Trust trading as CHEAPaWAY Hire, ABN 86 535 001 566.

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

**\*I the Hirer acknowledge; I have read and fully understand the "Terms and Conditions", "Privacy Policy" in this document, on the CHEAPaWAY website including the safety leaflet over page and fully understand my obligations of this "Legally Binding Rental Contract".**

**\*As the Hirer, I agree to CHEAPAWAY.COM.AU PTY LTD "Terms and Condition", "Privacy Policy", "Defamation Clause" and the associated Fees and Charges scheduled as defined in this Rental Contract and Business Website including my obligation to pay all Legal, Court and Collection fees.**

**\*As the Hirer, I am fully aware of the "RISK" in operating and agree to my OH&S Requirements and Obligations on Safe Operation of the vehicle hired as set out in this document, the Vehicle Operators Manual, State Laws, the Hirer's Website and Safety Leaflet on page 10.**

**\*By signing this issue document, I agree that I have been provided with essential familiarization training including physical training and online resources on the correct and safe operation and safety aspects of this vehicle. I am fully conversant with its operation and risk of driving or operating this hire vehicle. I deem myself competent in its operation, its safety and if I wasn't I would not have hired nor signed this document.**

Date:

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Signature of Hirer / Agent

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Printed Name of Hirer / Agent

Time: