

This is an important legal document that contains the Terms and Conditions of your Self-Drive Hire Agreement.

Definitions –

- Agreement:** Comprises these Terms and Conditions, your nominated Risk Protection Policy, Vehicle Condition Report and Self-Drive Hire Confirmation Email which contains the details particular to you.
- Driver:** Any person who drives, expects to drive, or could potentially be a driver of, the vehicle during the hire period.
- Hirer:** Any individual, company, incorporated association or any other entity entering into this Agreement with the Owner, including any agents or authorised representatives of the aforementioned entities.
- Owner:** Refers to RC & MF Perks T/As Cairns Bus Charters in addition to Cairns Bus Charters Pty Ltd. The Owner also extends to include any authorised representatives, employees or agents of the aforementioned entities.
- Vehicle:** Refers to any car, bus, trailer or any other vehicle being rented to the Hirer by the Owner, including all property of the Owner's within, or forming part of, the vehicle/s regardless of whether or not the vehicle/s and/or property are explicitly referred to within the Agreement.

Section 1 – Hirer Acknowledgements

- 1.1 The Hirer warrants that the particulars set forth on the Agreement are true and correct
- 1.2 The Hirer warrants that any person signing this Agreement on behalf of an individual, company, incorporated association, or any other entity, is an agent of that entity, and is authorized to enter into this Agreement.
- 1.3 The Hirer agrees to comply with all terms of this Agreement which comprises these Terms & Conditions in addition to the Vehicle Condition Report, Self-Drive Hire Confirmation Email and the terms of the nominated Risk Protection Policy.
- 1.4 The Hirer is responsible for ensuring that all requests for alterations to the Hire Schedule are submitted to the Owner in writing at least twenty-four (24) hours prior to the service date. All alterations are subject to availability, written confirmation from the Owner and a additional charges may apply.
- 1.5 The Hirer is responsible for ensuring that all drivers have;
 - i) been disclosed to the Owner in writing prior to the service date (including a valid mobile phone number).
 - ii) provided the Owner with a copy of their current, valid licence.
 - iii) successfully obtained and currently hold a valid driver's licence for the class of vehicle being hired.
- 1.6 The Hirer is responsible for ensuring that all cancellation requests are submitted to the Owner in writing at least seventy-two (72) hours prior to the service date via e-mail (info@cairnsbuscharters.com) to avoid cancellation fees. The Owner will not accept any cancellation requests submitted by any other means. Cancellation requests received within seventy-two (72) hours of the service date will incur a cancellation fee equal to 30% of the original service charge. Cancellation requests received within twenty-four (24) hours of the service date will incur a cancellation fee equal to 100% of the original service charge.
- 1.7 The owner will not be responsible for any costs incurred by Passengers as a result of a delay or cancellation of our service. This clause does not affect any rights or remedies under the Australian Consumer Law which cannot be excluded, restricted or modified.
- 1.8 The Owner is not liable to any person. The Hirer indemnifies the Owner for any loss, cost, claim, expense or damage arising directly or indirectly from:
 - i) any loss of or damage to any property stolen from the Vehicle or otherwise lost during hire or any property left in the Vehicle after its return to the Owner;
 - ii) any loss of or damage caused by or to a trailer used in conjunction with the Vehicle, if the trailer is not the property of the Owner;
 - iii) any negligent act of the Hirer; and
 - iv) any breach of this Agreement by any person including by any authorized or unauthorized driver of the vehicle.
- 1.9 The Hirer warrants that before they commenced using the Vehicle the Hirer fully examined same and by such examination or by whatever other means was satisfied as to the quality and fitness for the purpose for which the Vehicle is required by the Hirer. If in any way the Vehicle is defective or unsuitable for Hire it must be returned immediately to the Owner with written details of such defects or unsuitability and upon such return to the Owner the period of Hire will be determined by the Owner. The Hirer acknowledges that the Hirer in no way relies upon the skill or judgement of any representations made by or on behalf of the Owner in respect to the Vehicle or its performance.
- 1.10 The Hirer is responsible for any loss and/or damage to their own property/goods and the property/goods of any guests/passengers during the Service period.
- 1.11 The Hirer is responsible for any loss of profits/time, replacement vehicle costs, liquidated damages and any other costs incurred by the Hirer and/or third-parties in the event of vehicle breakdown or any other interruption to the Hire service.
- 1.12 The Hirer is liable for any loss and/or damage:
 - i) to the limits given within the Terms & Conditions and/or the nominated Risk Protection Policy, per incident;
 - ii) in total where there is any breach, on the behalf of the Hirer, of any term of this Agreement as determined by the Owner.
 - iii) in total where the vehicle is returned after the agreed time and date as per the Hire Schedule without prior written approval from the Owner.
 - iv) in total for all loss and/or damage caused by overhead objects, underbody objects and/or water immersion.
 - v) in total where the vehicle is taken outside of the Geographical Limits specified in Section 6 of these Terms and Conditions under "Limitations of Vehicle Usage".

Section 2 – Vehicle Use

- 2.1 The Hirer is responsible for ensuring that all the drivers comply at all times with all statutes, rules and regulations relating to the driving of vehicles, towing of vehicles or any other statutory regulation associated with the vehicle's use.
- 2.2 The Hirer is responsible for ensuring that the vehicle is:
 - i) mechanically maintained by topping up engine oil, battery, radiator and brake fluid levels and tyre pressure when required and will check the same at least daily.
 - ii) secured by removing the ignition keys and otherwise securing the Vehicle when not in use. The Vehicle will be deemed not to have been secured if it moves from its parked position whilst an authorised Driver is not in control of the Vehicle.
- 2.3 The vehicle must not be used to push or tow any trailer, vehicle or other object excluding the towing of trailers provided by the Owner as part of the Hire or other trailers explicitly authorised in writing to be towed from the Owner.
- 2.4 The Hirer is responsible for any traffic breaches, fines, fees, and all other infringements issued in relation to the vehicle for incidents occurring during the service dates and will incur an additional \$60.00 processing fee per incident.
- 2.5 The Hirer is responsible for ensuring that the Owner is notified in writing of any accidents, incidents or other vehicle issues within twenty-four (24) hours of the occurrence. Where there is a risk of further loss or damage as a result of the original occurrence; the Owner must be made aware of the occurrence prior to the continued operation of the vehicle.
- 2.6 In the event of an accident or any other loss or damage, the Hirer is required to complete and submit the provided Incident Report form to the Owner immediately. It is the responsibility of the Hirer to obtain this form. If applicable, the Hirer is also required to supply a Police Report on the incident at the Hirer's expense.
- 2.7 If the vehicle requires cleaning (interior and/or exterior) on return/collection and is deemed not to be immediately serviceable by the Owner, a \$300 Non-serviceability Fee will be charged to the Hirer.
- 2.8 If the vehicle is returned/collected in a condition deemed not to be immediately serviceable by the Owner due to any damage (interior and/or exterior), a \$300 Non-serviceability Fee will be charged to the Hirer in addition all repair costs and other applicable charges as determined by the Owner.
- 2.9 The vehicle must not be used for any purpose or in any manner that could be reasonably be deemed to be careless, reckless or negligent.
- 2.10 The vehicle must not be used for any purpose or in any manner that may result in the loss of or damage to the vehicle.
- 2.11 The vehicle registration information, as supplied on any issued invoice, may be subject to change without notice.

Section 3 – Vehicle Return

- 3.1 The vehicle will not be deemed to have been returned until the custody of the Vehicle is directly accepted by the Owner.
- 3.2 The Hirer is responsible for returning the vehicle to the Owner:
 - i) at the place, date and time specified in writing and agreed to by the Owner;
 - ii) in the same condition as it was dispatched in; and
 - iii) in a clean and tidy condition.
- 3.3 In the event of the vehicle breaking down or being rendered inoperable and/or unsafe as a result of an accident or any other reason, and where circumstances fall outside of any emergency breakdown service provided by the Owner, the Hirer shall arrange at their own expense to return the Vehicle to the Owner forthwith. The period of Hire shall be determined by the Owner upon such return of the Vehicle to the Owner. In no event shall the Owner be responsible for any expenditure and/or loss incurred by the Hirer or any third-party arising out of any breakdown or failure to the Vehicle for any reason whatsoever except to the extent that it has been directly caused by the gross negligence of the Owner.

Section 4 – Determination of Agreement

- 4.1 Our services may be delayed or cancelled due to an Event of Force Majeure;
- 4.2 The Owner is entitled to take back the Vehicle at any time and so terminate this Agreement;
- 4.3 The Owner will be entitled to enter upon any place where the Vehicle is situated or where the owner suspects the Vehicle may be situated and repossess the Vehicle without being liable for so doing and the Hirer agrees to indemnify the Owner in respect of any claim, action, suit or demand arising out of any such entry and/or repossession;
- 4.4 If the Hirer fails to return the Vehicle to the Owner within twenty-four (24) hours after the scheduled time and date for its return, the Hirer acknowledges that the Vehicle will be deemed stolen and the Owner may advertise that the Vehicle has been stolen and is believed to be in the possession of the Hirer. The Hirer hereby releases and discharges the Owner from any liability that might arise as a result of any such advertisement.

Section 5 – Payment

- 5.1 Payment for the vehicle hire must be received by the Owner at least seventy-two (72) hours prior to the service date, unless otherwise agreed to in writing by the Owner.
- 5.2 A \$50.00 Non-Refundable deposit will be required to hold any booking for a Hire service. This deposit is then redeemable towards the total cost of service.
- 5.3 Smoking is prohibited in all vehicles at all times. Failure to comply with this condition will incur a \$300.00 Non-serviceability fee in addition to any cleaning and airing costs deemed to be required by the Owner.
- 5.4 Fuel is NOT included in the vehicle rental and all vehicles are required to be returned with a full tank of fuel. Failure to comply with this condition will incur a \$15.00 administration fee in addition to the refuelling cost.

- 5.5 The preferred method of payment is via Direct Bank Transfer. Alternative payment options include cash, payment by credit card (Visa and Mastercard); an additional 2% credit card surcharge is applied to the total cost of the service.
- 5.6 The Hirer is responsible for providing their preferred Direct Bank Transfer details upon completion of service to enable the return of the bond within a timely manner. Bonds paid by credit card will not be returned by reversal of funds or by refund to your credit card, but will be returned by Direct Bank Transfer to your elected bank account. The bond will be returned once Direct Bank Transfer details have been provided and any applicable deductions have been determined by the Owner.
- 5.7 The Hirer agrees to pay any/all additional charges incurred in the course of service; this includes but is not limited to: loss and/or damage, cleaning, unserviceability, and administrative fees and charges. For self-drive rentals, this also includes fuelling, kilometre overages, and fines and penalties. The Owner is authorised to take monies from the refundable bond as necessary to recoup these costs.
- 5.8 The Owner reserves the right to terminate any discount on offer in the event of late payment.
- 5.9 The Owner reserves the right to charge a weekly Late Payment Fee of \$50.00 in the event of late payment, applicable until payment has been received in full.
- 5.10 The Owner reserves the right to commence interest charges at six (6) percent above the cash rate of the "Reserve Bank of Australia" plus GST calculated on a daily basis on amounts not paid within the specified terms. Interest charges will be applicable to the invoiced cost of service, to the amount of any terminated discount, and to any unpaid Late Payment Fees.
- 5.11 Should debt collection be required at any stage, all legal costs and any/all costs incurred in the recovery of any monies due will be payable by the Hirer to the Owner.

Section 6 – Liability of the Owner

- 6.1 The Owner gives no warranty except those implied by the Australian Consumer Law or any other law as to the condition of the Vehicle. Where those laws permit the Owner to limit liability for breach of implied condition or warranty, the Owner limits liability to replacement, repair or resupply and in particular the Owner is not liable for loss of profits and any indirect or consequential loss or damage.
- 6.2 All conditions, warranties and implied terms, whether statutory or otherwise, are excluded in relation to any goods or services by us to Passengers under these Terms.
- 6.3 The Owner's accumulated liability under this agreement is limited to the cost of the charter or customer fare purchased by the Passenger.
- 6.4 The Owner excludes any liability for legal costs and disbursements and, without limitation, any indirect or consequential expense, loss or damage, loss or damage to reputation, loss of goodwill, loss of profits, revenue, use, expectation or opportunity, wasted expenditure, lost production or similar losses suffered by a Passenger or Hirer under or in connection with these Terms.
- 6.5 Subject to these Terms, the Owner is not liable for any loss or damage arising out of or consequential upon, directly or indirectly, any abandonment of, delay in departure or delay during any trip howsoever caused;
- 6.6 The Owner is not liable for any loss, damage, cost, expense or liability incurred by the Passenger as a result of an act or omission of a Carrier.
- 6.7 The owner is not liable for any death, injury, sickness suffered by any Passenger or for any cost, loss, damage, liability or expense of any kind whatsoever suffered or incurred by a Passenger, including in respect of any damage, theft or loss of the Passenger's Luggage.

Section 7 – Limitations of Vehicle Usage

- 7.1 The Vehicle is not permitted to travel outside of the area indicated on the Map below unless agreed to in writing by the Owner prior to the commencement of the period of Hire.
- 7.2 The map below (Figure 1.1) displays a 100 kilometre radial zone from the Cairns Bus Charters depot situated at 276 Hartley Street, Cairns QLD 4870.
- 7.3 The map below (Figure 1.1) is for use as a general reference only and where there is any discrepancy between the zone indicated therein and any alternative measurements (i.e. GPS tracking data), it is up to the discretion of the Owner to determine which data is relied upon.
- 7.4 The vehicle is not permitted to be used off-road or in any other way that contradicts any other terms or condition of this Agreement even when within the limits indicated by this section of the Agreement.

Figure 1.1

