

This is an important legal document that contains the Risk Protection Policy for your Self-Drive Hire Agreement. You should be aware that in some circumstances, you may be fully responsible and liable for loss or damage even where you have accepted one of our Risk Protection Options.

Definitions –

1.1 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.

1.2 Driver:

Any person who drives, expects to drive, or could potentially be a driver of, the vehicle during the hire period.

1.3 Excess:

The amount you have to pay for each incident to initiate your nominated Risk Protection coverage. Your excess amount is determined by the level of Risk Protection you have nominated (see 3.1 Daily Rate and Excess table).

1.4 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.

1.5 Loss or Damage:

includes without limiting the generality:

- a) loss and/or damage caused to the Vehicle and/or it's accessories and/or it's equipment and/or it's tools
- b) loss and/or damage caused to the property of any other person and/or injury of another person
- c) all costs and expenses of any claims, actions, suits or proceedings arising as a result of loss or damage set out in Section 1.4a and 1.4b and all consequential loss to the Owner including loss of rental income
- d) "Overhead Damage" includes all loss and/or damage caused to or by the Vehicle arising out of the Vehicle colliding with any overhanging or overhead object at or above roof level of the of the driver's cabin, or if damage is caused by persons or placing objects on the roof of the Vehicle
- e) "Under-body Damage" includes all loss and/or damage caused to the Vehicle at or below the floor level of the Vehicle including but not limited to panel work, bumpers, mudguards, wheels, suspension, driveline, fuel tank, spare tyre carrier, exhaust system and/or chassis
- f) "Reversing Damage" includes all loss and/or damage caused to or by the Vehicle whilst moving backwards
- g) "Water Damage" includes all loss and/or damage to the Vehicle caused by partial or total immersion in water or any other fluid
- h) "Single Vehicle Accident" includes all loss and/or damage caused to or by the Vehicle as a result of an impact with any or all objects, inanimate or moving, except with another vehicle which can be fully identified and all details provided
- i) "Multi-Vehicle Accident" includes all loss and/or damage caused to or by the Vehicle as result of an impact between two or more vehicles which can be fully identified and all details provided.

1.6 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.

1.7 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.

1.8 Wear and Tear:

means the gradual reduction in the operating performance of a part(s) of the Vehicle arising from its normal use on sealed roads. Wear and Tear does not include: accelerated wear and tear, corrosion, and/or breakage or failure arising from but not limited to:

- a) the Vehicle's use off sealed roads and/or use in contaminated conditions that cause and/or accelerate corrosion, deterioration or damage
- b) misuse or abuse, improper servicing and/or maintenance in accordance with the Vehicle's Manufacturer's requirements, ingress of water or any other fluid, exposure airborne pollution, paint overspray, salt air or spray, and chemical attack
- c) impact and/or infliction

The Hirer acknowledges that:

2.1 If the Hirer returns the Vehicle to the Owner and the Vehicle has sustained or caused any loss or damage the Hirer will pay to the Owner the following amounts on a per accident basis:

- i) Risk Protection Option Windscreen/Tyre cover is exclusive to sealed roads
- ii) Risk Protection Option Windscreen/Tyre cover is inclusive of headlights and exclusive to stone chips
- a) if the Hirer has accepted a Risk Protection Option offered by the Owner, the Hirer will pay up to the maximum of the applicable Excess in accordance with the Excess that Bronze, Silver, Gold, or Platinum Protection offers (as per Hirer's purchase/ Agreement);
- b) if the Hirer has declined the Risk Protection Options of Bronze, Silver, Gold, or Platinum offered by the Owner, the Hirer will cover all costs of loss and damage caused to the Owner by reason of damage caused to or by the Vehicle

- 2.2 Failure to follow the following terms & conditions will render any cover null and void, and the Hirer will be liable to compensate the Owner should any loss and/or damage occur under these circumstances:
- a) if the Hirer is in breach of any warranty made to the Owner at the time of entering into the Agreement
 - b) if the Vehicle is used outside the authorised area of use indicated on the Agreement
 - c) if the loss or damage occurs outside the rental period referred to on the Agreement or any extension thereof, authorised by the Owner
 - d) if the loss or damage is caused by a driver not authorised by the Agreement
 - e) if the Vehicle is driven by a person who is not licensed to drive the Vehicle under all by-laws, acts, and regulations
 - f) if the Vehicle is driven by a person whose blood alcohol concentration exceeds the lawful percentage
 - g) if the Vehicle is driven by a person who is under the influence of any drug, toxic, or illegal substance
 - h) if the Vehicle is used to carry a greater number of passengers, or to convey a tow load in excess of the load for which the Vehicle was constructed
 - i) if the Vehicle is used when it is in unsafe or un-roadworthy condition where the Hirer knew or should have known of such a condition
 - j) if the loss or damage is caused by reckless, wilful, or careless driving (includes fatigue and associated conditions)
 - k) if the Vehicle is immersed in water or damaged by saltwater
 - l) if the loss or damage occurs due to a single-vehicle incident (an incident not a result of impact with another vehicle)
 - m) if any loss or damage is caused or contributed to by any criminal act
 - n) if any loss or damage is caused by war, foreign hostilities, or nuclear fuel, waste or material
 - o) if the Hirer uses the vehicle to transport inflammable liquids, gases or solids, or any substance of a corrosive or explosive nature
 - p) for any loss or depreciation, mechanical, or electrical breakdown or failures or breakages to the Vehicle by application of brakes
 - q) for any loss or depreciation, mechanical, or electrical breakdown or failures or breakages to the Vehicle or tyres by road punctures or bursts
 - r) if loss or damages occur due to lawful seizure of the vehicle or operation of law
 - s) for any loss or damage caused by or to a trailer used in connection to the vehicle without the written consent of the Owner.
 - t) if the Hirer fails to notify the owner within 24 hours of any incident involving damage to the Vehicle or damage to the property of another person or injury of any person or to comply with the request of the owner to supply a detailed, written and signed report of any incident
 - u) if the Hirer makes a false statement to the Owner in respect of any damage caused to the Vehicle or to the property of another person or injury to any person
- 2.3 The Hirer also acknowledges and accepts that:
- a) if the Vehicle breaks down on unsealed road, Vehicle recovery costs are not covered
 - b) the Excess is applicable regardless of who is at fault and must be paid with five (5) business days of the return of the vehicle. The Excess will be refunded if/when we are successful in recovering the costs of damages from the third party
 - c) the Owner's accessories - GPS, baby seats, microphones, trailer, two-way radios, etc., are the responsibility of the driver to ensure they are appropriately installed, attached and/or secured.
 - d) the Hirer must return the Vehicle to the Owner at the time, date, and location specified on the Agreement; failure to do so may result in the Vehicle being reported stolen. Any extensions of the rental must be advised in advance, and is subject to availability
 - e) the Hirer is responsible for taking reasonable measures to ensure the vehicle is mechanically maintained during hire
 - f) personal losses and/or expenditure incurred as a result of vehicle breakdown and/or break-in are the Hirer's responsibility
 - g) fuel is not included in the hire of the vehicle. Failure to re-fuel upon return of the vehicle will incur a \$15.00 service charge, plus the full cost of the fuel
 - h) cleaning/detailing charges may apply if the Vehicle is returned unduly dirty or in an unsatisfactory condition/state. The Vehicle should be returned to the Owner in the same condition (wear and tear excepted) as it was when the Hire began
 - i) the Hirer will only be reimbursed for repairs authorised in advance, in writing by the Owner
 - j) 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.
 - k) Vehicle recovery, repair, and/or detailing charges will incur a 20% administration fee if recovery, repair, or detailing is due to violation of Agreement (i.e. unsafe driving)
 - l) under-body damage, overhead damage, water immersion damage, reversing damage, , fire/heat damage, and damage arising from unsealed road use are the Hirer's responsibility
 - m) unsealed road use renders Risk Protection Options null and void, and the Hirer is responsible for any/all costs incurred by loss and/or damage, including loss of income to the Owner while the Vehicle is being repaired/replaced; any and all legal and/or solicitor expenses incurred by the Owner in recovery of any amount that is entitled to under this Agreement
 - n) if the Vehicle is lost or stolen, the Hirer will be liable to compensate the Owner for all loss and damage sustained as a result, including (but not limited to) full cost of repairs or full replacement of Vehicle at fair market value, all loss of income from hire of the Vehicle whilst it is repaired or replaced, and any/all legal/solicitor expenses incurred in the recovery/replacement for any amount that is entitled to under this Agreement.

3.1 Daily Rate and Excess table

RISK PROTECTION - DAILY RATES & EXCESSES				
	Daily Rate	Excess*	Windscreen & Tyre	24hr Roadside Assist
PLATINUM	\$49	\$250	Included	Included
GOLD	\$29	\$750	Included	Included
SILVER	\$20	\$1,500	\$5	\$5
BRONZE	\$15	\$3,000	\$5	\$5
Private / Other^o	N/A	N/A	\$5	\$5

*Excess applies per incident

*Excess amounts doubles for incidents on unsealed roads

*Excess amounts increases by 50% for Drivers under 25 years of age

^o Certificate of Currency required by Owner as proof of Private/Other insurance coverage