

# **PARADISE BLUE RENT A CAR PTY LTD - TERMS & CONDITIONS OF CONTRACT**

## **INTERPRETING RENTAL AGREEMENT**

The Rental Agreement between Paradise Blue Rent A Car Pty Ltd, (The Owner) and you, (the Renter) is made on the date shown on the rental document the Renter has signed in respect of the Vehicle and is made up of that rental document, which is attached these Terms and Conditions.

"ADMINISTRATION FEE" means the costs incurred by Paradise Blue for the processing of the Rental Agreement documentation and charges, as well as a processing charge for parking or traffic violations. This charge may vary depending on the location the vehicle is rented from.

"ADDITIONAL DRIVER" means:

- An additional driver who is listed on the Rental Agreement and has signed relevant Paradise Blue documentation.
- Your spouse; or
- Your employer or a fellow employee, if either is engaged in activities that are directly related to the Renter and the Vehicle has been hired by a Corporate Account.

"COMMERCIAL VEHICLE" means any vehicle used for carrying goods.

"CORPORATE ACCOUNT" means a company, association, or group which has met the criteria of Paradise Blue and established either a Credit Facility or Direct payment account.

"CREDIT CARD FEE" means the additional payment required where payment of any charge is made by Credit Card. This fee is incorporated with the Administration fee stipulated on the Rental Agreement.

"DELIVERY AND COLLECTION FEE" means a fee may be charged to the Renter for delivery and collection of the vehicle at the discretion of Paradise Blue.

"DEMAND" means the delivery to the Renter by certified person or the deposit of registered or certified mail in any Australian mail box addressed to either the residence or business address of the Renter as shown on the Rental Agreement hereof, subject to Clause 23 below.

"DOWNTIME" means the time taken for restoring or repairing any damage to the Vehicle because of breakdown, mechanical defect, or accident.

"DROP FEE" means a fee applied to a rental where the return location is different to the opening location.

"EXCESS REDUCTION FEE" (ERF) means the fee to reduce the Damage Liability relating to the rental, if the Renter accepts ERF that is an agreement to pay the ERF fee.

"DESIGNATED ROAD" means either a sealed or an unsealed road regularly maintained by a local, state or government body, authority, or council. A sealed road includes roads sealed with a hard material such as tar, bitumen, or concrete.

"RENTER" refers to: The person(s) with whom the Rental Agreement is made and whose details are stated under the words ("The Renter").

- Any Authorised Additional Driver.
- The corporate account whose name appears on the Rental Agreement.

"LICENCE" means a valid and current unrestricted motor vehicle driver's licence issued in any State or Territory of Australia, or an International Licence written in, or translated into English.

"OVERHEAD DAMAGE" means any damage to the vehicle at or above the level of the top of the front windscreen of the vehicle.

"PARADISE BLUE" means the person or entity detailed above, the words, "The Owner", registered as Paradise Blue Rent A Car Pty Ltd ABN 84 120 109 766

"RENTAL PERIOD" means the period commencing at the time and on the date shown & ending at the time and on the date that the Renter returns the Vehicle to Paradise Blue.

"SUBSTITUTE VEHICLE INSURANCE" means a policy of motor vehicle insurance held by the Renter or an Authorised Driver which covers the Renter or the Authorised Driver when they use the Vehicle as a substitute for the vehicle insured under that policy.

"VEHICLE" means the Vehicle described on the Rental Agreement (or any substitute Vehicle), and includes its parts, components and accessories.

Paradise Blue hereby rents to the contracted Renter (hereinafter called 'the Renter') the motor vehicle and all equipment ancillary to such vehicle (hereinafter called 'the vehicle') described on the attached rental agreement hereof and the Renter hereby rents the said vehicle from Paradise Blue (the Owner), subject to all the terms and conditions contained herein including those on the reverse side hereof which the Renter acknowledges that they have read and understand.

1. The Renter acknowledges that the vehicle is the property of Paradise Blue Rent A Car P/L. This agreement grants to the Renter, as bailee, the right to use the vehicle for the period as stated in the contract and all terms and conditions of and upon this agreement.
2. The Renter acknowledges that the vehicle was delivered to the Renter in good condition and in a roadworthy state.
3. The Renter warrants that the particulars contained on the Rental Agreement are correct in every aspect and are not misleading in any way including, without limitation, by omission.
4. The terms and conditions contained in this Rental Agreement may not be modified or waived except by written consent executed by a duly authorised officer of Paradise Blue.

## **THE DRIVER**

5. The Renter acknowledges that:
  - a. Only the Renter or a registered and authorised Additional Driver will drive the vehicle.
  - b. The Renter and any registered and authorised Additional Drivers are 25 years of age or older at the date of this signed agreement, who have an open Licence and are currently licensed to drive this type of vehicle, and must have held their open license to drive for a period of 12 months or longer. (Excludes learner's permits and or provisional licence). Drivers aged 21-24 will be permitted to drive with an additional surcharge applicable.
  - c. The Renter shall not sublet the vehicle or authorise any other person the use of the vehicle without prior written consent of Paradise Blue Officer.
  - d. All Additional Drivers must be authorised by an officer of Paradise Blue.

## **USE OF VEHICLE**

6. The vehicle must **NOT** be driven, used or operated:
  - a. By any other person, except the Renter or the Additional Drivers authorised on the Rental Agreement.
  - b. In contravention of any law (e.g. seat belt and child restraints laws).
  - c. Carrying more passengers than may be properly accommodated by the seat belt restraints provided in the vehicle, or carry a greater load than that for which is specified by the vehicle manufacturer.
  - d. Where the vehicle has been damaged or is unsafe.
  - e. At a distance more than 300 kilometres from the place from which it was rented.
  - f. In any race, speed test, performance test or contest.
  - g. On any dirt road, beach or foreshore.
  - h. For towing or propelling any trailer, other vehicle or anything, such as transportation of livestock or domestic animals within the vehicle.
  - i. By Renter or Additional Driver while under the influence of intoxicants or drugs above the legal limit in the State the vehicle is driven.
  - j. In any instance where the speedometer of vehicle has been tampered with or disconnected.
  - k. For the transportation of persons or property for hire, or in any manner which may be interpreted as operating a public conveyance.
  - l. In a negligent or careless manner, or to carry hazardous materials that could be explosive, corrosive or inflammable.
  - m. Recklessly, or with deliberate intent to cause injury, loss or damage.
  - n. In any area or under any circumstances (including crossing a waterway) where the Vehicle may or does become partially or totally immersed in water. In the event of any such immersion, the Renter will be fully liable for all costs incurred as a result.
7. The Renter and any occupant of the vehicle shall not in any event be deemed to be the agent or employee of Paradise Blue in any manner or for any purpose whatsoever. The foregoing restrictions are cumulative and each of them shall apply to every use, operation or driving of vehicle.

## **MAINTENANCE, SECURITY & SAFETY**

8. The Renter shall:
  - a. Under no circumstances carry out or authorise the carrying out of repairs or any work whatsoever on vehicle without the written approval of an authorised officer of Paradise Blue.
  - b. Maintain Vehicle's engine oils and coolant levels as specified by the Vehicle's operations manual located in the glove box.
  - c. Keep the Vehicle locked and the keys under the Renter's personal control.
  - d. Keep and maintain the Vehicle in its current state and condition.

## **DEPOSIT & PAYMENT**

9. The Renter may be required to pay to Paradise Blue a deposit by way of security for the return of the vehicle to Paradise Blue in good condition at the expiration of the rental period. The deposit shall be refunded to the Renter on the return of the vehicle, less any charges payable to the owner by reason of the Renter's use or custody of the vehicle.
10. The Renter and any person to whom the Renter directs, with the consent of Paradise Blue, the charges in any way incurred under this agreement ('charges') to be billed are jointly and severally liable to pay to Paradise Blue on demand all charges, which include the matters set out hereinafter.

- a. Payment for all estimated charges are payable at the commencement of the rental by credit or debit card. Payments of additional charges are due at the return of the vehicle and in the same manner.
  - b. If the Renter provides a credit card to pay for rental charges, the Renter authorises Paradise Blue to bill all charges to that credit card even after the return of the vehicle.
  - c. Time charges contained on this Rental Agreement shall be calculated on minimum 24 hour periods commencing on the day the rental begins.
  - d. Mileage charges shall be calculated solely by reference to the vehicle's odometer reading at the time of the commencement of the rental and the reading at the return of the vehicle except where there has been tampering with the odometer in which event Paradise Blue may charge mileage based on 400kms/day for each day of the rental.
11. The Renter is liable for all fines and penalties imposed for parking or traffic violations which occur during the period of rental. The Renter agrees to:
- a. Pay Paradise Blue monies including reasonable legal expenses and costs which may be incurred by Paradise Blue arising from the imposition of any such fines or penalties.
  - b. Pay Paradise Blue an administration fee of \$33.00.
  - c. Authorise Paradise Blue to provide details of this agreement and any other information it may have regarding the Renter to any police or government authority in the event of a demand being made upon Paradise Blue for payment of such fine or penalty.

## BREACH OF TERMS & CONDITIONS

12. In the event that the Renter violates any of the terms or conditions of this agreement, the Renter shall pay to Paradise Blue on demand all expenses incurred by Paradise Blue in connection with the enforcement of any of the terms of provisions of this Contract by court action, including reasonable legal expenses and any damages or expenses, however incurred as a consequence of any breach of this agreement.

## EXCESS LIABILITY

13. Subject to the Renter not being in breach of any term of this agreement, the Renter is responsible for the excess shown on the Rental Agreement which must be paid directly to Paradise Blue Rent A Car. If the Vehicle was used, operated or driven in violation of or any of the provisions of this Rental Agreement, the Renter is liable for all damage/loss to the vehicle and all other costs or claims, including those of third parties, arising from the incident causing the damage.
- a. Where damage is caused to the vehicle as a result of the negligence of the Renter or additional driver in a single vehicle collision or incident, the Renter may be responsible for the repair of the damage limited to the sum of \$3,300.00.

## LOSS OR DAMAGE

14. The Renter shall report in writing to Paradise Blue forthwith and in any case, not later than 24 hours following any event or incident which may give rise to any claim by any person against Paradise Blue or the Renter. Furthermore, the Renter must:
- a. Report incident promptly to the local police (where applicable)
  - b. Not, without Paradise Blue's written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability.
  - c. Permit Paradise Blue or its insurer at its own cost to bring, defend, enforce or settle any legal proceedings against a 3<sup>rd</sup> party in the Renter's name.
  - d. Permit or ensure that Paradise Blue may claim in the Renter's name or that of the Additional Driver under any applicable Substitute Vehicle Insurance and assist, and cause the Additional Driver to assist, Paradise Blue in making such a claim, including assigning any right to claim under any Substitute Vehicle Insurance to Paradise Blue.
  - e. Provide within a reasonable time any statement, information or assistance which Paradise Blue or its insurer may reasonably require, including attending at a lawyer's office and at Court to give evidence.
  - f. When renting a GPS System, if the unit is damaged, stolen or lost for whatever reason a full replacement cost will apply.

## LIABILITY OF PARADISE BLUE

15. Paradise Blue is not liable to the Renter or any other person claiming by or through the Renter for:
- a. Any cost or delay arising from downtime arising by reason of the vehicle being unsuitable for the purpose of the Renter, or
  - b. Any loss or damage to any property including property left in the vehicle, any other vehicle or at the office of Paradise Blue either before, during or after the return thereof. The Renter assumes all risk of such loss or damage and waives all claims against Paradise Blue and holds Paradise Blue harmless from all claims or suits.
  - c. Any physical injury suffered by the Renter or any person occupying the vehicle with the consent of the Renter as a result of or by, through or in connection with a mechanical failure or structural defect in the vehicle which gives rise to or is allegedly responsible for a collision with any other vehicle, person or property.

This exclusion of liability may be pleaded by Paradise Blue as a bar to any claim by the Renter or any occupant of the vehicle for damages for personal injuries suffered as a result of any mechanical failure or structural defects of the said vehicle.

## RETURN OF VEHICLE

16. The Renter will return vehicle to Paradise Blue on the date specified on the Rental Agreement hereof, (or sooner if demanded by Paradise Blue) in the same condition as when received, fair wear and tear excepted and at the same location.
17. The vehicle must be returned during normal business hours unless authorised by an officer of Paradise Blue.
18. In the event that at the time of the return of the vehicle, charges payable are now known by Paradise Blue, such charges will be paid by the Renter immediately upon the issue of an invoice. This includes additional rental charges where the vehicle is returned later than the time specified on the Rental Agreement.
19. Upon return of the vehicle, the Renter is liable to Paradise Blue for:
- a. The retail cost of fuel where the vehicle is returned with less fuel than it had at the commencement of the rental.
  - b. The reasonable costs to clean the vehicle if the vehicle is returned in an excessively dirty condition.
  - c. Any damage caused to the vehicle or to any third party property, attributable to the Renter, Additional Driver, or Passenger/s arising from the use of the vehicle.

## TERMINATION BY REPOSSESSION OF VEHICLE WITH OR WITHOUT NOTICE

20. Either party may terminate the Contract at any time if the other party commits a material breach of the Contract.
21. The Renter may terminate the Contract:
- a. At any other time for any other reason.
  - b. If for any reason other than a breach by Paradise Blue, the Renter agrees to pay rental charges that reflect the actual duration of the rental. Such charges may be higher than those that apply for a longer rental period.
22. Where the contract is terminated because of a material breach of contract, Paradise Blue may require immediate repossession of the vehicle without giving notice. The Renter shall on demand by Paradise Blue forthwith return the vehicle to Paradise Blue if:
- a. The Renter is in breach of any term or condition hereof or has made any misrepresentation of Paradise Blue
  - b. The vehicle is changed or damaged in anyway, or injury to persons or property is likely to occur.
  - c. The vehicle will be involved in an industrial dispute.
  - d. The vehicle may be used for an unlawful purpose.
  - e. The Renter agrees to pay Paradise Blue all costs incurred, plus any charges under the Rental Agreement for the period up to the return or repossession of the Vehicle.
23. If within 48 hours following demand upon Renter by Paradise Blue, the Renter shall:
- a. Be conclusively presumed to be in unlawful possession of the vehicle.
  - b. Release and discharge Paradise Blue from any and all claims, suits or demands of every kind or nature whatsoever arising out of or relating to any alleged false arrest, false imprisonment, false detention, defamation, assault, malicious prosecution, trespass or issuance of a warrant for the arrest of Renter, or any person operating vehicle or arising out of or relating to any other action of Paradise Blue including but not limited to self-help, which Paradise Blue deems necessary is order to effect the return of vehicle, or the collection of any monies due Paradise Blue pursuant to the terms of this agreement.

## APPLICABLE LAW

24. **The Laws of Queensland, New South Wales and the Commonwealth of Australia govern these terms and conditions where the Vehicle is supplied in Australia.**