
Tropical Palms Resort & 4WD Hire

ABN 11 823 436 478

Rental Terms and Conditions

1 Introduction

1.1 Rental Contract

Your contract to hire a Vehicle from Tropical Palms Resort & 4WD Hire (**Rental Contract**) consists of:

- (a) the agreement (**Rental Agreement**) You have signed to hire the Vehicle from Us; and
- (b) these rental Terms and Conditions (**Terms and Conditions**).

1.2 Jurisdiction

The Rental Contract is governed by the laws of Queensland and You agree that courts in that state have non-exclusive jurisdiction to determine any dispute that arises between You and Us.

1.3 Australian Consumer Law

You have consumer rights conferred by the Australian Consumer Law and neither this clause nor any other provision of the Rental Contract excludes, restricts or modifies any implied terms, guarantees or rights You may have under those laws or any other Federal, State or Territory legislation.

1.4 Electronic signatures

We may use electronic signatures as a means of entry into the Rental Contract. When You insert an electronic signature You consent to the use of this means of acknowledgment and acceptance of these Terms and Conditions and Your obligations under the Rental Contract.

2 Who may drive the Vehicle?



IMPORTANT NOTICE

A breach of any part of this clause 2 is a Major Breach of the Rental Contract. See clause 11 for further details.

2.1 Authorised Drivers

Only You or an Authorised Driver can drive the Vehicle. Allowing anyone who is not an Authorised Driver to drive constitutes a Major Breach of the Rental Contract that excludes You and any Authorised Driver from all entitlement to Damage Cover indemnity under clause 7 of these Terms and Conditions.

2.2 Age limits

There is a minimum and maximum age limit for those renting Our Vehicles. You and any Authorised Driver **must** be at least 25 and not over 75 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 Licence requirements

- (a) You and any Authorised Driver **must** also have a current valid licence to drive the Vehicle which is:
 - (i) issued in an Australian state or territory or an international licence (with a valid International Driving Permit or an approved translation into English if the licence is not issued in English);
 - (ii) appropriate for the class of the Vehicle; and
 - (iii) not subject to any restriction or condition.
- (b) Learner drivers and provisional and probationary licence holders are not acceptable and **must not** drive the Vehicle.

2.4 Cancelled and suspended licences

The Vehicle **must not** be driven:

- (a) whilst Your driver's licence is cancelled or suspended, including as a result of an accumulation of demerit points; or
- (b) if Your licence has been cancelled or suspended, within three (3) years of the date of the Rental Agreement.

2.5 False information

The Vehicle **must never** be driven by You or an Authorised Driver who has provided a false or misleading name, age, address or driver's licence.

3 Prohibited Use



IMPORTANT NOTICE

A breach of any part of this clause 3 is a Major Breach of the Rental Contract. See clause 11 for further details.

3.1 The Vehicle **must not** be driven by You or any Authorised Driver:

- (a) whilst intoxicated or under the influence of drugs or alcohol or with 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 there is Damage to the Vehicle or it is unroadworthy or unsafe.

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- 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, biohazardous, infectious, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
 - (iii) to propel or tow another vehicle, trailer or boat;
 - (iv) to carry or transport illegal drugs or substances; or
 - (v) in connection with the motor trade for experiments, tests, trials or demonstration purposes; or
 - (c) use a mobile phone:
 - (i) to make or receive a phone call, perform any audio function or as a navigational device, **unless** the Vehicle is stationary and the body of the phone is secured in a mounting affixed to the Vehicle and its use does not require manual operation of the phone; or
 - (ii) to send a text message, video message, email or similar communication **unless** the Vehicle is parked.
- 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 licenced; or
 - (c) any load that exceeds the limits for which the Vehicle was designed, constructed, registered or licenced.

4 Where the Vehicle can be driven



IMPORTANT NOTICE

A breach of any part of this clause 4 is a Major Breach of the Rental Contract. See clause 11 for further details.

4.1 Permitted use

- (a) The Vehicle **must only** be used on Magnetic Island.
- (b) The Vehicle **must** be driven on regular roads and at a speed not exceeding 60 kilometres per hour.

4.2 Radical Bay Road

The Vehicle **must not** be driven on Radical Bay Road.

4.3 West Point Road

- (a) Use of the Vehicle on West Point Road is permitted subject to the road condition at the time and to Your speed not exceeding 40 kilometres per hour.
- (b) However, driving the Vehicle on West Point Road is excluded from Damage Cover and use of the Vehicle is therefore at Your own risk. If the Vehicle becomes stuck, recovery of the Vehicle is at Your own expense and You and any Authorised Driver are liable for all Damage caused, including Overhead Damage and Underbody Damage.

4.4 Prohibited use

The Vehicle **must not** be used in any area that is prohibited by Us. Prohibited areas include:

- (a) any area that is Off Road;
- (b) beaches;
- (c) bush tracks.
- (d) roads that are prone to flooding or are flooded;
- (e) beaches, sand dunes, streams, rivers, creeks, dams and floodwaters or any area exposed to saltwater;
- (f) any road where the police or an authority has issued a warning;
- (g) any road that is closed; and
- (h) any road where it would be unsafe to drive the Vehicle.

5 Your obligations



IMPORTANT NOTICE

A breach of any of sub-clauses 5.5, 5.6, 5.7, 5.8 or 5.10 is a Major Breach of the Rental Contract. See clause 11 for further details.

5.1 Start of the Rental

At the Start of the Rental and before collecting the Vehicle You **must**:

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- (a) present Your driver's licence and that of any Authorised Driver and permit copies of the drivers' licences to be made and kept by Us;
 - (b) present Your passport if You are not an Australian citizen;
 - (c) fully inspect the Vehicle to ensure that the condition of the Vehicle and any pre-existing damage is accurately noted and shown in the Rental Agreement and if there is any discrepancy You **must** notify Us prior to leaving the Rental Station; and
 - (d) pay the anticipated Rental Charges and the Security Bond of \$300.

5.2 Security Bond

The Security Bond will be retained by Us as a security for the performance of any of Your obligations and liabilities under the Rental Contract and is fully refundable to You ten (10) business days after the End of the Rental provided that:

- (a) all amounts due to Us under the Rental Contract have been paid, including toll road charges and refuelling costs;
- (b) the Vehicle has been returned to the Rental Station at the date and time set in the Rental Agreement;
- (c) there is no Damage (except for reasonable wear and tear) or Third Party Loss;
- (d) the exterior and interior of the Vehicle are clean;
- (e) the Vehicle has a full tank of fuel; and
- (f) there has not been a Major Breach of the Rental Contract,

We reserve the right to retain all or part of the Security Bond if there is a breach of any of these conditions.

5.3 During Your rental

- (a) You **must**:
 - (i) inspect the Vehicle daily for oil, water and fuel leaks, Damage and check tyre pressure; and
 - (ii) adhere to any mileage instructions displayed in the Vehicle or set by the Rental Station.
- (b) You **must not**:
 - (i) use the Vehicle for transporting any pets or animals, except assistance animals, **unless** specifically approved by Us;
 - (ii) smoke in the Vehicle and You **must** take reasonable steps to prevent passengers from doing so. It is an offence in some Australian states to smoke in a vehicle where there are passengers of less than 18 years of age;
 - (iii) use the Vehicle to move infectious, biohazardous or biomedical waste, **unless** specifically approved by Us; or
 - (iv) use the Vehicle to carry or transport any smelly or odious substance, including fish bait.

Additional cleaning, disinfection and deodorising charges of up to \$100 will apply.

5.4 Seat belts and restraints

You **must** comply with all mandatory:

- (a) seat belt laws and fines may be imposed by the police on any driver or passenger who does not have a seat belt properly adjusted and fastened; and
- (b) 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 and fastened.

5.5 Vehicle to be locked and keys kept in Your possession

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 and never left in the ignition when the Vehicle is unattended.

5.6 Reasonable care

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 the engine and brake oils and coolant level and tyre pressures;
- (d) using the correct fuel type; and
- (e) making sure it is not overloaded.

5.7 Notification of Vehicle fault

You **must** inform Us immediately if:

- (a) a warning light or fault message appears;
- (b) You see or become aware of low engine or brake oils, or engine coolant levels; or
- (c) the Vehicle develops any fault during the Rental Period.

If You fail to notify Us and continue to use the Vehicle You will be responsible for any Damage or Third Party Loss.

5.8 Repair without authority prohibited

You **must not** let anyone else repair or work on the Vehicle or tow or salvage it without Our prior written authority to do so.

5.9 **Repair with authority**

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.

5.10 **Staying with the Vehicle after an Accident**

You **must not** leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator.

6 **Rental Period, costs and charges**

6.1 **Your Rental**

Your rental of the Vehicle from Us is for the Rental Period and at the rate shown in the Rental Agreement.

6.2 **Extending the Rental Period**

- (a) We understand that circumstances change and that You may require the Vehicle for longer than the Rental Period. If so, extensions can be arranged at an extra cost of \$10 per hour and a Rental Period of more than four (4) hours means a full day's Rental Charges will apply.
- (b) If You fail to return the Vehicle on the scheduled date and at the time shown in the Rental Agreement, We may:
 - (i) terminate the Rental Contract; and
 - (ii) 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.

6.3 **Cancellation and 'No Show'**

- (a) You will be charged the Rental Charges for the Rental Period as booked if:
 - (i) Your booking is cancelled within 24 hours 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,
unless We are able to rent the Vehicle to another renter for an equivalent term and rate.
- (b) A cancellation is not effective until acknowledged and confirmed by Us.

6.4 **Fines and infringements**

- (a) You and any Authorised Driver must pay all tolls, 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.
- (b) An administrative fee applies if We are required to nominate You as the responsible driver if any toll, fine or infringement is unpaid.

6.5 **Return of the Vehicle**

- (a) You **must** return the Vehicle:
 - (i) to the Rental Station;
 - (ii) on the date and by the time shown in the Rental Agreement;
 - (iii) in a reasonable state of cleanliness;
 - (iv) in the same mechanical condition it was in at the Start of the Rental, fair wear and tear excepted; and
 - (v) with a full tank of fuel.
- (b) You may return the Vehicle to the ferry terminal by prior arrangement and a collection cost of \$20 will apply.
- (c) If You return the Vehicle:
 - (i) with less than a full tank of fuel a refuelling charge of \$10 (including GST) plus the cost of the fuel, will apply;
 - (ii) earlier than the date shown in the Rental Agreement there is no entitlement to a refund;
 - (iii) more than one hour after the date and time set for its return in the Rental Agreement, We will charge You \$10 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
 - (iv) at any time outside Our normal business hours You **must** pay for the daily Rental Charges and all Damage until the Rental Station next opens for business **unless** We have agreed to an after business hours drop off and it is shown on the Rental Agreement.

6.6 **Post rental inspection procedure**

- (a) We will take reasonable steps to conduct a post rental inspection in Your presence; and
- (b) If You do not wish to wait for the full inspection, We will use reasonable endeavours to conduct the inspection within four (4) business hours and if Damage is detected, We will notify You as soon as it is reasonably practical to do so.

6.7 **End of the Rental**

At the End of the Rental You **must** pay:

- (a) the balance of the Rental Charges;
- (b) the Damage Excess if there is Damage or Third Party Loss as a result of an Accident or the Vehicle is stolen;
- (c) any costs We incur, including:

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- (i) refuelling costs; and
 - (ii) extra cleaning costs;
 - (d) for all Damage arising from a Major Breach of the Rental Contract;
 - (e) for all Overhead Damage;
 - (f) for all Underbody Damage; and
 - (g) for any Damage caused by the immersion of the Vehicle in water.

6.8 **Credit card authority**

Subject to these Terms and Conditions, if any amount is due to Us or remains unpaid, including:

- (a) the Rental Charges;
- (b) tolls;
- (c) speeding and traffic fines and infringements;
- (d) fines or charges imposed for parking;
- (e) extra cleaning costs
- (f) refuelling costs; or
- (g) the Damage Excess.

You authorise Us to debit Your credit card with that amount within a reasonable time after the End of the Rental.

6.9 **Default in payment**

If You default in the payment of any moneys owed to Us under the Rental Contract:

- (a) You **must** pay Us interest on that overdue amount calculated at the rate of 10% per annum and starting 7 days after the date that overdue amount became payable to Us and ending on the date of payment of all amounts due;
- (b) We may engage a mercantile agent or debt collector and You **must** pay the reasonable costs and charges We incur in recovering or attempting to recover that overdue amount, including mercantile or debt collection fees, commission and any legal costs; and
- (c) 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 **Damage Cover**

7.1 **Damage Excess**

- (a) Standard Damage Cover is included in the Rental Charges.
- (b) Subject to these Terms and Conditions, We will indemnify You and any Authorised Driver for any Damage to the Vehicle, its theft and Third Party Loss but You **must** pay up to the Damage Excess shown on the Rental Agreement for each Accident or theft claim **unless**:
 - (i) We agree You were not at fault; and
 - (ii) the other party was insured and their insurance company accepts liability.

7.2 **When is the Damage Excess payable?**

Unless You have expressly authorised a charge to Your credit card at an earlier time an amount up to, but not exceeding, the Damage Excess 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 We have made an estimate of Your total liability. Supporting documents and particulars of the claim for Third Party Loss will be forwarded to You as soon as practicable.

7.3 **Claims Administration fee**

All Accident, attempted theft and theft claims will incur a claims administration fee of \$100 in addition to the Damage Excess liability. This fee is to compensate Us for the labour and associated costs with processing Your claim.

8 **Damage Cover Exclusions**

8.1 Even if You have paid the Damage Excess, 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 or more than 75 years of age;
- (b) Overhead Damage;
- (c) Underbody Damage;
- (d) Damage caused by:

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- (i) immersion of the Vehicle in water;
 - (ii) use of the incorrect fuel type;
 - (e) damage to the tyres of the Vehicle, other than by normal wear and tear; and
 - (f) all Damage caused by the use of the Vehicle on West Point Road and Radical Bay Road.
- 8.2 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) Your relative, friend or associate who ordinarily resides with You or with whom You ordinarily reside;
 - (iii) any relative, friend or associate of an Authorised Driver; or
 - (iv) Your employees.

9 Accidents or breakdowns

- 9.1 We will provide You with a Vehicle that is of acceptable quality and in good working condition taking into account the age of the Vehicle but breakdowns do occur. Twenty four hour roadside assistance is provided free of charge for breakdowns (but not for Accidents) and if the Vehicle breaks down during the Rental Period You **must** contact Us on **07 4778 5076** to arrange assistance. We will recover and repair the Vehicle as soon as possible but if it cannot be repaired We will use Our best endeavours to provide a replacement Vehicle where one is available.
- 9.2 We are not responsible for:
- (a) a flat battery because the lights or entertainment system have been left on;
 - (b) tyre changing or punctures (an additional fee of \$30 applies if this service is provided);
 - (c) lost keys or remote control device; or
 - (d) keys or remote control device locked in the Vehicle.
- Extra charges will apply if any of these services are provided at Your request and You are responsible for and **must** pay for any Damage caused.
- 9.3 Subject to the Australian Consumer Law, We are not responsible for:
- (a) flights You have missed;
 - (b) holiday plans that are disrupted;
 - (c) loss or inconvenience caused by natural disasters such as floods, cyclones, hailstorms, earthquakes, bushfires, or pandemics;
 - (d) loss of enjoyment; or
 - (e) consequential or economic loss.

10 Accident and theft reporting



IMPORTANT NOTICE

A breach of any part of this clause 10 is a Major Breach of the Rental Contract. See clause 11 for further details.

- 10.1 If You or an Authorised Driver has an Accident or if the Vehicle is stolen You **must** report the Accident or theft to Us as soon as practicable but in no case more than 24 hours of it occurring and fully complete an Accident/Theft report form.
- 10.2 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.
- 10.3 If You or an Authorised Driver have an Accident You and the Authorised Driver **must**:
- (a) exchange names and addresses, phone numbers and email addresses with the other driver;
 - (b) take a photo of the other driver's licence;
 - (c) take the registration numbers of all vehicles involved;
 - (d) 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;
 - (e) obtain the names, addresses, phone numbers and email addresses of all witnesses;
 - (f) forward all third party correspondence or court documents to Us within 7 days of receipt; and

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- (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:
 - (i) Our lawyer's office; or
 - (ii) any Court hearing.

10.4 You and any Authorised Driver **must not**:

- (a) make any admission of fault;
- (b) promise to pay any claim for Third Party Loss; or
- (c) release the other party from any liability to pay for Damage as a result of an Accident, theft or attempted theft.

11 Consequences of a Major Breach of the Rental Contract

11.1 No Damage Cover

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 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 in recovering the Vehicle.

11.2 Termination and repossession

Acting reasonably, We may terminate the Rental Contract and take immediate possession of the Vehicle if a breach of any part of sub-clause 11.1 has occurred.

12 Privacy

Personal Information

- (a) We are committed to respecting privacy and will not collect, use or disclose Your personal information where doing so would be contrary to law.
- (b) When We collect Your personal information We will do so only for the purpose of providing rental services to You. If You choose not to provide this information to Us We may not be able to provide those rental services to You.
- (c) We take reasonable steps to make sure Your personal information is accurate, up to date and complete and that it is protected from misuse, loss or unauthorised access, modification or disclosure.

13 Definitions and interpretation

13.1 Definitions

In these Terms and Conditions:

Accident means an unintended and unforeseen incident, including:

- (a) a collision between the Vehicle and another vehicle or object, including animals and roadside infrastructure;
- (b) rollovers; and
- (c) weather events, 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.

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;
- (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 Cover means the cover You and an Authorised Driver have for Damage, theft, attempted theft and Third Party Loss under clause 7, subject to the Damage Cover Exclusions in clause 8.

Damage Excess means the amount, including GST, up to which You **must** pay Us in the event of an Accident or attempted theft that causes Damage or Third Party Loss or the Vehicle has been stolen and not recovered.

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 of the following:

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- (a) clauses 2 (all parts); 3 (all parts); 4 (all parts); sub-clauses 5.5, 5.6, 5.7, 5.8, or 5.10 that causes Damage, theft of the Vehicle or Third Party Loss; or
 - (b) clause 10 (all parts) that prevents Us from properly investigating a claim arising from an Accident or theft or from prosecuting or defending any Accident or theft claim.

Off Road means an area, surface or terrain that is not a sealed or Unsealed Road and includes but is not limited to unformed 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:

- (c) Damage to the Vehicle; or
- (d) 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) objects being placed on the roof of the Vehicle; or
- (iii) You or any person standing or sitting on the roof of the Vehicle.

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

Rental Station means the location from which the Vehicle is rented, as shown on the Rental Agreement.

Security 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 and the amount is fully refundable subject to sub-clause 5.2.

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 Damage means 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 kerbs, gutters, speed or road humps, barriers or wheel stops and does not arise as a result of an impact with another vehicle.

Unsealed Road means a road, other than a road that is undergoing temporary roadworks, 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, tools, components and accessories, including the GPS unit (if fitted) and includes any replacement Vehicle.

We, Us, Our, means J McKenna & R McKenna trading as Tropical Palms Resort & 4WD hire ABN 11 823 436 478.

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

13.2 Interpretation

In these Terms and Conditions, **unless** the context otherwise requires:

- (a) headings are for convenience only and do not form part of the Terms and Conditions or affect their interpretation; and
- (b) where You comprises two or more persons each is bound jointly and severally.

SOME IMPORTANT TERMS AND CONDITIONS THAT MAY AFFECT YOUR LIABILITY

This is a summary of some, but not all, of the Terms and Conditions that may affect Your liability. You must read the Terms and Conditions in full so that you understand your obligations when renting the Vehicle.

CLAUSE	SUBJECT	SUMMARY
2.1.	<i>Authorised Drivers</i>	Only drivers authorised by Us before the Start of the Rental are permitted to drive the Vehicle. Allowing an unauthorised driver to drive the Vehicle is a Major Breach of the Rental Contract which excludes You, an Authorised Driver and the unauthorised driver from the benefit of Damage Cover for Accidents and theft of the Vehicle.
2.3, 2.4.	<i>Licence requirements</i>	A valid licence that is not subject to any restrictions, cancellation or suspension is required and must be produced at the Start of the Rental.
3.1, 3.2, 3.3, 3.4.	<i>Prohibited use</i>	The Vehicle must never be driven under the influence of drugs or alcohol or in excess of alcohol/drug limits set by law. Failing to undergo a preliminary breath test, illegal use, using the vehicle to move dangerous or hazardous goods and use of a mobile phone whilst driving are all prohibited.
4.1, 4.2, 4.3.	<i>Prohibited areas</i>	The Vehicle can only be used on Magnetic Island. Use of the Vehicle on West Point Road and Radical Bay Road is at Your expense as there is no Damage Cover. Off Road use is prohibited at all times, as is use of the Vehicle in a prohibited area, including beaches, bush tracks, flooded roads, driving through though rivers or streams and any areas prohibited by the police.
5.1(c), 5.3(b)(i) 5.3(b)(ii), 5.5, 5.6	<i>Your obligations</i>	These include inspecting the Vehicle at the Start of the Rental for pre-existing damage and paying the Rental Charges and the Security deposit. During your rental You must take reasonable care of the Vehicle and that includes making sure the Vehicle is locked and the keys are kept in your possession at all times. Smoking in the Vehicle is prohibited as is the carriage of animals, except assistance animals.
6.2, 6.4, 6.5, 6.7.	<i>Rental Period, costs and charges</i>	Extensions of the Rental Period can be arranged. You must pay for all parking and speeding infringements and fines. The Vehicle must be returned on time, in clean and good repair and with a full tank of fuel or additional fees will apply. If the Vehicle is returned more than one hour after it is due, you will be charged \$10 per hour up to a full day's rental and a further full day's rental for each 24 hour period or part thereof.
7.1, 7.2	<i>Damage Cover, Damage Excess</i>	If there is Damage to the Vehicle, it is stolen or there is any Third Party Loss, You must pay the Damage Excess shown on the Rental Agreement.
8.1(a)(i), 8.1(b), 8.1(c), 11.1(a).	<i>Damage Cover Exclusions Major Breach</i>	Damage Cover is excluded if there is a Major Breach of the Rental Contract. Overhead Damage and Underbody Damage, are excluded, as is Damage caused by immersion of the Vehicle in water and use of the wrong fuel type. There is no Damage Cover for Personal items.
9.	<i>Breakdowns</i>	You must contact us immediately on 07 4778 5076 if there is a breakdown and we will arrange road side assistance, subject to some exceptions.
10.	<i>Accident reporting</i>	Any damage to the Vehicle during the Rental Period must be reported to Us as soon as practicable and You must also report an accident to the police if any person is injured, a party leaves the accident scene without exchanging details or the other party is affected by alcohol or drugs.
11.1, 11.2.	<i>Major Breach consequences</i>	Committing a Major Breach results in all entitlements to Damage Cover being excluded and the Vehicle may be repossessed by Us.