

VEHICLE

MAKE: _____ MODEL: _____ COLOUR: _____ REGO: _____

INSURANCE CATEGORY _____ ETAG #: _____

PICK UP: _____ DATE: ___/___/___

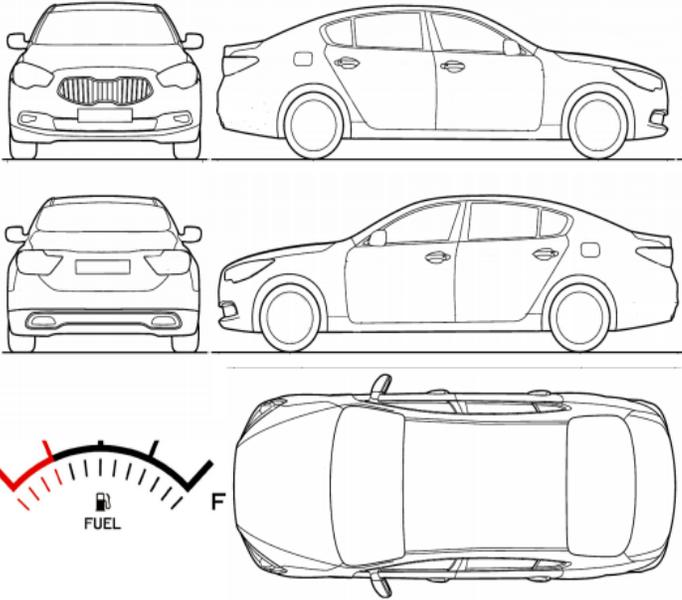
SCHEDULED RETURN: _____ DATE: ___/___/___

ACTUAL RETURN: _____ DATE: ___/___/___

GENERAL INFORMATION

No Smoking Cleaning No Animals
KM Allocation Bond Paid Late return

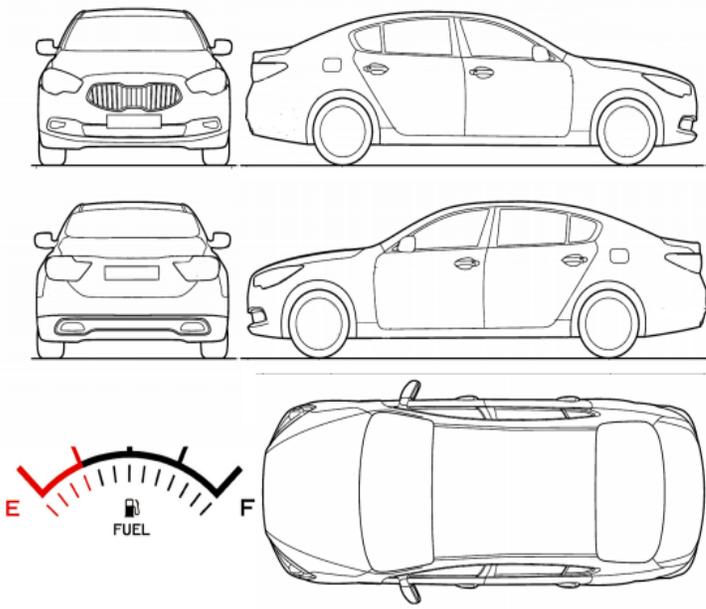
VEHICLE CONDITION (pickup)

 <p>The vehicle condition section contains four line drawings: a front view, a rear view, a side profile view, and a top-down view. Below the front and rear views is a fuel gauge with 'E' on the left, 'F' on the right, and 'FUEL' in the center. The needle is positioned at approximately 1/4 full.</p>	<h3>INTERIOR</h3> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <p>ODOMETER: _____</p>
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Driver / Renter: _____ Carhood staff: _____

carhood

VEHICLE CONDITION (return)

 <p>The image contains four line drawings: a front view of a car, a side profile view, a rear view, and a top-down view. To the left of the top-down view is a fuel gauge with 'E' on the left, 'F' on the right, and 'FUEL' in the center. A red needle is positioned between E and F.</p>	<p>INTERIOR</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <p>ODOMETER: _____</p> <p>KMS TRAVELLED: _____</p>
<p>Is the Bond being returned? Yes <input type="checkbox"/> Partial <input type="checkbox"/> No <input type="checkbox"/> Reason: _____</p> <p>Driver / Renter: _____ Carhood staff: _____</p>	



Rental Agreement - Part B

This Rental Agreement ("Rental Agreement") between Peoplesmove Pty Ltd (Carhood) and You is made up of Part A and Part B of this document. Your signature on both parts denotes your acceptance of these terms and conditions and your acknowledgement that all the information contained in Part A is true and correct to the best of your knowledge.

1. TERMS:

AUSTRALIAN CONSUMER LAW: Means the Australian Consumer Law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth) and as repealed or amended from time to time.

AUTHORISED DRIVER/JOINT RENTER: Means the person making the booking and any additional drivers nominated and paid for in this document.

CARHOOD: Means Peoplesmove Pty Ltd ABN: 57 169 499 978 (trading as Carhood) acting as an agent on behalf of the vehicle's registered owner.

VEHICLE: Means the vehicle described on this Rental document, and includes its parts, components, accessories and contents as supplied to You by Carhood.

YOU OR YOUR: Refers to the person nominated on this Rental Agreement as the primary renter and any Authorised Drivers nominated and paid for on this Rental Document.

ACCIDENT DAMAGE EXCESS: Means the amount payable by the Renter, Authorised Driver or at fault third party in the event of vehicle damage.

RENTAL PERIOD: Means the period listed in this Rental Agreement that You and any Authorised Drivers have paid for the use of the vehicle listed in this Rental Agreement.

WHTO: means cover for Windscreen damage, Headlight damage, Tyre damage and Overhead Damage caused by natural events such as hail, falling tree litter and lightning strike. WHTO does not cover damage caused by driving into objects or stepping, standing, sitting or placing objects on the Vehicle. It applies if You elect WHTO and pay the applicable charge at the start of the rental.

2. RENTER/AUTHORISED DRIVER:

2.01. You agree, acknowledge and warrant that:

- a. Only You or an Authorised Driver will drive the vehicle listed in this Rental Agreement;
- b. You and any Authorised Drivers possess a valid full (not probationary or learners) drivers licence written in English or if it is not written in English, You and any Authorised Driver must carry an English Translation or International Driving Permit with Your licence when driving;
- c. You and any Authorised Driver have had your driving licence for a period greater than 12 months (excluding any time spent under a learner or probationary licence);
- d. You and any Authorised Driver have not had any major accidents in the last 2 years;
- e. You and any Authorised Drivers have not been convicted of, or are awaiting court proceedings for drink or drug driving offences;
- f. You and any Authorised Drivers have not had their licence cancelled, endorsed or suspended for any reason in the last 3 years;
- g. You and any Authorised Driver are over the age of 21 at the start of the Rental Period;
- h. You and any Authorised Driver have a Credit Score greater than 510;



- i. You have a valid Visa, MasterCard, Amex or Diners Club card or Visa or MasterCard Debit card in the name of the person making the booking;
- j. You authorise a security bond to be charged to the Credit Card used to make the booking, the amount varying depending on the category of vehicle and the age of the youngest Authorised Driver.
- k. These Terms and Conditions may change at any time.

3. COLLECTION OF THE VEHICLE:

- 3.01. The person making the original booking must be the person to collect the vehicle at the nominated day and time listed in the booking.
- 3.02. The person making the booking is solely responsible for entering the correct day and time of pick up. Carhood accepts no liability for incorrect pick up day and time and is under no obligation to provide You with a replacement vehicle if Your original rental was cancelled.
- 3.03. The vehicle can only be collected from the Carhood facility nominated in the booking.
- 3.04. Carhood will collect the Renter, Authorised driver/s and any passengers from the public pick up area of the airport in the vehicle booked for Rental unless otherwise indicated by Carhood.
- 3.05. Upon arrival at the nominated Carhood facility, You and any Authorised Drivers will be required to produce a valid driver's licence written in English, or have an English translation or International Driving Permit to accompany Your Driver's Licence. You must also produce the valid Credit Card used to make the booking.
- 3.06. Carhood staff will confirm the identity and eligibility of You and all Authorised Drivers and charge the Security Bond as advised during the booking process. If You, or any Authorised Driver fail to produce the required identification or the valid Credit card used to make the booking, Carhood staff will cancel the booking and apply the fees listed in clause 10.
- 3.07. You and all Authorised Drivers will be required to sign both Section A and B of this Rental Agreement before you leave the Carhood facility.
- 3.08. GPS tracking devices are installed in Carhood vehicles to enable the geographical location of the vehicle to be tracked. Information from the tracking device may be used and/or forwarded on to:
 - a. The Police or other authorities in the event the vehicle is stolen or not returned at the scheduled end of the hire period;
 - b. Carhood's Insurance company and their authorized representatives to assist in accident and/or damage investigations;
 - c. Carhood's roadside assistance service provider to assist in locating a vehicle that has broken down;
 - d. Carhood Operations to determine if the vehicle is or has been used in a prohibited area or for determining any other possible breaches of this Rental Agreement;
 - e. Carhood Operations to locate the vehicle in the event of an emergency;
 - f. For any other purpose permitted under the Privacy Act (Cth) 1988 or any other law.

By hiring a vehicle through the Carhood Service, You and any Authorised Driver expressly consent to Carhood using GPS tracking devices in Your vehicle during Your Authorised rental period and collecting, using and retaining the information gathered from such device in accordance with our Privacy Policy.

4. WHERE YOU CAN AND CANNOT DRIVE THE VEHICLE:

- 4.01. You and any Authorised Driver must only drive the vehicle on:
- a. A road that is properly formed and constructed as a sealed or graded gravel road.
- 4.02. You and any Authorised Driver must not, unless authorised by Carhood in writing:
- a. Take the vehicle out of the State in which it was rented;
 - b. Use, park or drive the vehicle in any area or under any circumstance where the vehicle may or does become immersed to any degree in water (including, but not limited to, using a Ferry service);
 - c. Use, park or drive the vehicle in any area or under any circumstance where there is excessive sand or salt water (including, but not limited to beaches or foreshore areas); and
 - d. Take the vehicle above the snow line or in any area where snow chains may be required if the proper insurance has not been pre-paid with Carhood.

5. USE OF THE VEHICLE:

- 5.01. You and any Authorised Driver must:
- a. Use the vehicle for personal use only;
 - b. Not allow the Vehicle to be used for any illegal purpose, race, contest, pace making, teaching someone to drive, or performance test of any kind;
 - c. Not allow the Vehicle to be used to tow or push anything;
 - d. Not carry more passengers than may be properly accommodated for by seat belt restraints provided in the Vehicle, or carry a load greater than for which it was built;
 - e. Not be driven under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit in the State or Territory in which the Vehicle is driven;
 - f. Not use the Vehicle for hire, reward of any kind or to carry out a business;
 - g. Not use the Vehicle to transport dangerous, hazardous, toxic or flammable goods;
 - h. Not use the Vehicle in contravention of any law;
 - i. Not to pick up or give transit to hitchhikers; and
 - j. You and any Authorised Driver must, when lawfully requested, provide a breath, blood, urine or swab analysis for determining the level of alcohol or drugs in your/their system.
- 5.02. You and any Authorised Driver must pay for any unauthorized repairs to the rental vehicle.
- 5.03. You and any Authorised Driver acknowledge and warrant that the vehicle will not be driven more than the allowable 200kms per day over the length of the Rental Period. If, upon return, Carhood staff assess that the vehicle has exceeded this limit and extra kilometres have not been purchased then the fees listed in clause 10 will apply.
- 5.04. You and any Authorised Driver:
- a. Are responsible for the payment of all traffic, parking, toll or other fines, infringements or notices received during the Rental Period;
 - b. Are responsible for the payment of the Carhood Administration Fee, as listed in clause 10, associated with every traffic, parking, toll or other fine, infringement or notice that is received by Carhood for the vehicle You have rented during the Rental Period;
 - c. Must not carry any animal or pet in the vehicle. Evidence of this will incur a cleaning fee as set out in clause 10 of this Rental Agreement;
 - d. Must not smoke in or around the rental vehicle. Evidence of such will incur a cleaning fee as set out in clause 10 of this Rental Agreement; and
 - e. Must not open or attempt to open any locked compartment in the rental vehicle.

6. MAINTENANCE, SECURITY AND SAFETY:

- 6.01. You and any Authorised Driver must:
- a. Keep the Vehicle locked and the keys under Your or an Authorised Driver's personal control always; and
 - b. Comply with any applicable seat belt and child restraint laws.
- 6.02. You or any Authorised Driver must not service the Vehicle or have repairs to the Vehicle carried out unless Carhood authorises You to do so. Carhood requires the verification of the cost of repairs for audit and GST purposes. You should obtain an original tax invoice/receipt to assist Carhood. Carhood will reimburse You for any repairs to the Vehicle authorised by it, if the cost of those repairs is verified and reasonable.
- 6.03. You and any Authorised Driver must report all damage, serious issues (such as a system error message, or warning light as soon as they occur and must cease use of the Vehicle until Carhood has responded with instructions.
- 6.04. You and any Authorised Driver may be liable for the repair cost if such mechanical damage was caused by a breach of these terms, failure to drive in a safe or reasonable manner, continued use of the Vehicle after such damage has occurred and is reasonably noticeable, or failure to follow Carhood's reasonable direction in response to the issue.

7. LOSS DAMAGE WAIVER, DAMAGE AND LOSS OF PROPERTY:

- 7.01. Subject to this clause 7, and to the fullest extent allowable by law, You and any Authorised Driver are:
- a. Liable for all damage to, or the loss of, the rental vehicle;
 - b. Liable for all damage to the property of any person which is caused by, or contributed to, by You or any Authorised Driver or which arises from the use of the Vehicle by You or an Authorised Driver.
- 7.02. Subject to clause 7.03 if:
- a. You accept the Accident Damage Excess option listed in Section A of this Rental Agreement at the commencement of the Rental Period and;
 - b. where applicable, You pay the Accident Damage Excess shown on section A of this Rental Agreement for each separate event involving damage to or loss of, the Vehicle, or for each separate event involving damage to the property of any third party which is caused by, or arises from, the use of the Vehicle by You or any Authorised Driver.
- 7.03. You must always pay the Accident Damage Excess in the event of any damage to the vehicle or any third party property and clause 7.02 does not cover:
- a. The cost of rectifying any tyre damage not attributable to normal wear and tear;
 - b. The cost of repairing any and all new damage to the vehicle caused deliberately or recklessly by You, any Authorised Driver or any passenger carried during the Rental Period;
 - c. The cost of repairing any and all new damage to the Vehicle or to third party property caused by You or any Authorised Driver using, or permitting the Vehicle to be used, in any area prohibited by this Rental Agreement;
 - d. The cost of repairing any and all new damage to the vehicle and any third-party damage caused by an Un-authorized Driver driving the vehicle;
 - e. The cost of repairing overhead or roof damage caused by, but not limited to, contact between the Vehicle and objects overhanging or obstructing the path of the Vehicle;
 - f. The cost of repairing any water damage to the Vehicle or any underbody damage, and any resulting additional damage from that underbody or water damage, to the Vehicle;



- g. Any circumstances where the Vehicle has been refueled with fuel other than that recommended by the Vehicle manufacturer;
- h. Any circumstances where the Vehicle and/or its keys are unsecured; and
- i. Administrative costs associated with Carhood facilitating the repair of the Vehicle.

7.04. If You or any Authorised Driver is found to be in breach of any clause, term or part of this Rental Agreement then You or any Authorised Driver must pay:

- a. the cost of repairs to the Vehicle and any third-party property, or the market value of the Vehicle at the time of the loss or damage;
- b. Appraisal fees;
- c. Towing, storage and recovery costs;
- d. Any clean-up costs;
- e. An administrative fee reflecting the cost of making arrangements for repairs and towing and other administrative activities; and
- f. a per day loss of use fee based on the downtime of the Vehicle.

7.05. If Carhood is required to act under clause 7.04, then You and any Authorised Driver will forfeit the remainder of the Rental fee and Carhood is under no obligation to provide You and any Authorised Driver with another vehicle.

7.06. If, after the cost of all repairs and administrative fees have been applied, there are funds still available from Your Accident Damage Excess payment, Carhood will refund this amount directly into Your nominated bank account within 14 days.

7.07. Carhood accepts no responsibility for any personal items left in a vehicle at the end of the Rental Period. If notified by You or an Authorised Driver that personal effects have been left in a rental vehicle, Carhood will make every effort to locate those items. If found, You or an Authorised Driver are responsible for paying all costs associated with the return of that property.

7.08. Under Australian Consumer Law, You and any Authorised Driver have the right to challenge any fees and charges made by Carhood to your account via an Administrative Tribunal if:

- a. You have attempted to have the matter settled through the Carhood grievance process;
- b. You and any Authorised Driver have provided Carhood with all the relevant information pertaining to your claim; and
- c. You and any Authorised Driver have given Carhood at least 28 days to respond to Your claim.

8. **RETURN OF THE VEHICLE:**

8.01. You or any Authorised Driver must:

- a. At the nominated day and time, registered at the time of booking, return the vehicle to the Carhood facility it was collected from;
- b. Ensure that the vehicle is in the same condition it was collected in;
- c. Ensure that the vehicle has the same level of fuel as it had when collected; and
- d. Ensure that all accessories purchased are returned in the same condition as they were on collecting the vehicle.

8.02. If there is any breach of clause 8.01 of this Rental Agreement, then the fees set out in clause 10 of this Rental Agreement will be applied.

8.03. Carhood may request the immediate return of the Rental Vehicle or may recover the Rental Vehicle without notice if Carhood reasonably suspects that:



- a. You or any Authorised Driver has breached any clause, term, section or condition of this Rental Agreement;
- b. Damage to the Vehicle, or injury to persons or property is likely to occur;
- c. The Vehicle may be used for any unlawful purpose;
- d. You, or any Authorised Driver has more than one (1) infringement, penalty or other notice;
- e. You or any Authorised Driver has retained the vehicle for more than 48 hours after an insurance settlement has been offered.

8.04. Carhood reserves the right to refuse to hire You or any Authorised Driver another vehicle following any accident/incident or any other breach of this Rental Agreement.

8.05. The check in of the vehicle may not be finalized for up to 24 hours after the actual vehicle return to allow for any situation where Carhood staff are unable to properly assess the vehicle for additional damage.

8.06. If, for any reason, You or an Authorised Driver do not return the vehicle to the Carhood facility it was collected from, it will be considered abandoned and You will forfeit Your security bond. If the vehicle is damaged or stolen as a result of You or an Authorised Driver abandoning the vehicle, You will be held liable for the total cost of any new damage to the vehicle, the full replacement cost of the vehicle if Stolen and any third-party damage incurred.

8.07. If You or any Authorised Driver return the vehicle more than 30 minutes outside of Your pre-booked return time, Carhood will charge the fees set out in clause 10;

8.08. If You or any Authorised Driver return the vehicle prior to Your pre-booked return day and time, You forfeit any additional rental fees as compensation to Carhood for loss of earnings.

9. CLAIMS, PROCEEDINGS AND DISPUTES:

9.01. Where the use of the Vehicle by You, an Authorised Driver, or any other person results in an accident or claim, or where damage or loss is sustained to the Vehicle or any third-party property, You and/or any Authorised Driver must:

- a. Promptly contact emergency services as appropriate;
- b. Promptly report such incident to the local police;
- c. Promptly report such incident to Carhood in writing;
- d. Not, without Carhood's written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability;
- e. Permit Carhood or its insurer, at its own cost, to bring, defend, enforce or settle any legal proceedings against a third party in Your name;
- f. Permit or ensure that Carhood may claim in Your name or that of the Authorised Driver under any applicable Substitute Vehicle Insurance, and assist, and cause the Authorised Driver to assist, Carhood in making such a claim, including assigning any right to claim under any Substitute Vehicle Insurance to Carhood;
- g. Complete and furnish to Carhood within 48 hours any statement, information or assistance which Carhood or its insurer may reasonably require, including attending at a lawyer's office and at Court to give evidence.

9.02. Under Australian Consumer Law, You and any Authorised Driver have the right to dispute any charge, or claim made by Carhood in relation to Your rental. If you wish to dispute any charge or claim made by Carhood then You and/or any Authorised Driver must:

- a. Notify Carhood in writing to support@carhood.com.au of your dispute or claim within 48 hours of any charge or claim being made;



- b. Provide to Carhood in writing at support@carhood.com.au all evidence to support your claim within 48 hours of You or any Authorised Driver making said claim;
- c. Allow Carhood 14 days to respond to Your claim via email to Your nominated email address;
- d. If you or any Authorised Driver are not satisfied with Carhood's response to Your claim, then You or any Authorised Driver must pursue further action via an Administrative Tribunal at cost to You.

9.03. If, in Carhood's sole opinion, You or any Authorised Driver have made a false claim, report, or attempt to seek a fraudulent charge back, Carhood reserves the right to take action against You and any Authorised Driver in a court of law and seek restitution of funds and all costs against You.

10. PAYMENTS:

- 10.01. Payment of the rental price including any accessories, Accident Damage Excess reduction and extra kilometres must be paid in full with a valid credit card in the same name as the person booking the rental at the time of booking.
- 10.02. Accessories may be purchased prior to, or at the time of collection and must be paid for using the same credit card as used to pay for the original booking.
- 10.03. Payment of the Security Bond must be made via the same credit card used to book the rental at the time of vehicle collection. The security bond starts at \$300.00AUD and increases on a sliding scale up to \$750.00AUD depending on the following:
 - a. The age of the youngest Authorised Driver;
 - b. The vehicle category; and
 - c. If the renter resides in the same State in which the rental vehicle is to be collected.
- 10.04. You and any Authorised Drivers acknowledge and agree that Carhood will charge Your valid credit card for all toll usage at a cost of the toll fee plus a \$1.10AUD Administration fee per toll used up to 90 days after You return the rental vehicle.
- 10.05. You and any Authorised Drivers acknowledge and agree that You will be charged by Carhood a \$50.00 Administration fee for every infringement or penalty notice received that is attributable to Your use of the rental vehicle.
- 10.06. You and any Authorised Driver acknowledge and agree that you will pay the administrative costs associated with the repair of the vehicle as follows:
 - a. From \$50.00 AUD for a multi-vehicle accident/damage per incident;
 - b. From \$120.00 AUD for a single vehicle accident/damage per incident.
- 10.07. If You, or any Authorised Driver return the vehicle more than 30 minutes past the scheduled return time, a fee of \$40.00 per hour or part thereof will be charged up to a maximum of \$200.00 per day.
- 10.08. Cancellations may be made subject to the following criteria on a case by case basis:
 - a. If Carhood receives written notice of Your cancellation request more than 72 hours prior to Your scheduled pick up day and time, then a full refund will be made;
 - b. If Carhood receives written notice of Your cancellation request between 72 hours and Your scheduled pick up time, then a fee equivalent to 1 day's rental will be charged;
 - c. If Carhood receives no prior written notice of cancellation, then You will be classified as a no-show and no refund will be given;
 - d. If, upon vehicle collection, You or any Authorised Driver are found to be ineligible to use the Carhood Service then no refund will be given;



- e. If you arrive later than Your scheduled pick up day and time no reduction in rental will be given.
- 10.09. If Carhood has cancelled Your rental due to lack of notification of late arrival, then Carhood is under no obligation to provide You with another vehicle.
- 10.10. If, upon arrival, You choose to upgrade or change Your pre-booked vehicle, Carhood may, in limited circumstances allow this change. If the vehicle You wish to change to has a higher daily rate, then You must pay the difference in price. If the vehicle You wish to change to has a lower daily rate, then Carhood will refund You the difference. If You choose to change Your pre-booked vehicle, You will be unable to collect the new vehicle until it has been cleaned, a pre-delivery inspection and photos have been completed and the new paperwork signed. Carhood is under no obligation to complete this work prior to servicing the needs of other pre-booked customers.
- 10.11. If, upon arrival, You find that You have booked an unsuitable vehicle, Carhood is under no obligation to provide You with a more suitable vehicle. If You choose not to take Your pre-booked vehicle, then no refund will be given.
- 10.12. Extra kilometres, Accident Excess Reduction options, WHTO and Snow Cover must be pre-booked or booked and paid for on arrival. If purchasing Accident Excess Reduction, WHTO or Snow Cover, the purchase must cover the entire length of the rental. Extra kilometres can only be pre-booked or purchased at vehicle collection. If Extra kilometres are not pre-purchased and You or any Authorised Drivers exceeds the 200km average daily limit, then a fee of \$0.80 AUD per kilometre will be charged.
- 10.13. If any accessories that were purchased are not returned in the same condition as they were issued in, the following replacement fees will apply:
- a. \$200.00AUD per unit for any GPS unit;
 - b. \$350.00AUD per unit for any front or rear facing child seat;
 - c. \$250.00 per unit for any child booster seat
 - d. An administration fee of \$50.00AUD per unit
- 10.14. If, at any time during the rental period, there is new damage on the vehicle, Carhood will immediately charge You the Accident Damage Excess amount listed in Your rental booking. If these funds are not available, You have a legal obligation under this Rental Agreement to obtain those funds and pay them to Carhood. If You fail in this obligation, then Carhood may:
- a. Contact the Police and have you detained until the funds have been paid to Carhood;
 - b. Take the matter to Court and seek immediate payment of the Accident Damage Excess and any and all costs associated with Your breach of this Rental Agreement;
 - c. Consider any non-payment a material breach of this Agreement and remove all insurance protection leaving You liable for the total cost of the repair to the rental vehicle and any third-party damage; and
 - d. Prevent You from using the Carhood service in the future.
- 10.15. If You or any Authorised Driver, in Carhood's sole opinion, have breached any clause, term or part of this Rental Agreement then Your rental will be cancelled immediately and the vehicle must be returned to Carhood in the same condition as it was collected in with the same amount of fuel. In this instance, no refund of the remainder of the rental period will be given.
- 10.16. If You or any Authorised Driver return a rental vehicle with less fuel than it was collected with, Carhood will refuel the vehicle to the original level at a cost of \$3.00AUD per litre to You.
- 10.17. If You or any Authorised Driver return a vehicle, and in the sole opinion of Carhood staff, the vehicle is excessively dirty on the interior or exterior, has obvious signs of being smoked in or has evidence of



pets being carried in the vehicle, Your security bond will be retained by Carhood until the vehicle has been professionally cleaned. Once the vehicle has been cleaned, Carhood will:

- a. Take from Your security bond the cost of the cleaning in addition to an administration fee of \$50.00AUD;
- b. Take from Your security bond the rental price per day for the number of days the vehicle was unavailable for rental due to being cleaned;
- c. Take from your security bond any cost incurred by Carhood for having to provide the vehicle owner with alternative transportation whilst the vehicle is being cleaned;
- d. If the security bond is insufficient to cover these costs, Carhood will charge Your credit card for the outstanding amount;
- e. If there are funds remaining from Your security bond after all fees and charges have been made, then Carhood will refund You the remainder within 14 days.

10.18. On a case by case basis, Carhood will consider all applications to extend a rental booking. This determination will be based on, but not limited to, the following criteria:

- a. The application is made a minimum of 48 hours prior to Your pre-booked return time;
- b. The vehicle is available for the extension You have requested;
- c. Payment of the additional rental fee and the cost of any pre-purchased extras is made on the credit card used to make the original booking and approved;
- d. You, or any Authorised Driver have not, in Carhood's sole opinion, breached any clause, term or part of this Rental Agreement.

10.19. If Carhood has to issue You or any Authorised Driver a final invoice/letter of demand for payment for any and all outstanding charges then a late payment fee of \$50.00AUD per each 30 days overdue will be applied.

11. LIABILITY OF CARHOOD:

11.01. Unless it is negligent, Carhood is not liable to any person and You indemnify Carhood for any loss of, or damage to, any property that:

- a. Is stolen from the vehicle or otherwise lost during the Rental Period;
- b. Left in the vehicle after it is returned to a Carhood facility.

11.02. Neither clause 11.01 or any other provision is intended to exclude, restrict or modify any non-excludable terms implied by, or rights which You have under Australian Consumer Law or any other State or Territory legislation to the same effect.

12. TERMINATION:

12.01. Either party may terminate this Rental Agreement if the other party commits a material breach of this Rental Agreement.

12.02. If this Rental Agreement is terminated early for any reason, You agree that there will be no refund or restitution for the cost of the remaining days against the rental.

13. MISCELLANEOUS:

13.01. This Rental Agreement contains the entire agreement between You and Carhood.

13.02. Any breach of this Rental Agreement by You or any Authorised Driver may render the coverage by Carhood's insurance policy null and void and in which case, leave You and any Authorised Driver liable



for the entire cost of damage repair to all vehicles and third party property involved.

- 13.03. Any waiver by any party of any one breach or default by the other party will not constitute a waiver of any other breach or default.
- 13.04. This Agreement is governed by the laws of the State or Territory in which the Rental Agreement was signed. The parties submit to the non-exclusive jurisdiction of the courts of that State or Territory and any courts which may hear appeals from those courts in respect of any proceedings in connection with this Agreement. The parties will not object to the exercise of jurisdiction by those courts on any basis.
- 13.05. The parties agree to submit to mediation in the Melbourne Commercial Arbitration and Mediation Centre under their rules before any court action is filed.
- 13.06. Costs of mediation (outside of own party costs) will be shared equally between both parties.



I/We the undersigned do acknowledge and agree that I/we have read, acknowledge and agree to the terms and information contained in this Rental Agreement.

RENTER: _____ **DATE:** _____

NAME: _____ **SIGN:** _____

AUTHORISED DRIVER 1: _____ **DATE:** _____

NAME: _____ **SIGN:** _____

ADDRESS: _____ **LICENCE NUMBER:** _____

AUTHORISED DRIVER 2: _____ **DATE:** _____

NAME: _____ **SIGN:** _____

ADDRESS: _____ **LICENCE NUMBER:** _____

AUTHORISED DRIVER 3: _____ **DATE:** _____

NAME: _____ **SIGN:** _____

ADDRESS: _____ **LICENCE NUMBER:** _____
