Handy Rentals (Australia) Ltd

Hire Terms and Conditions

Document version: 2026.11
Valid from: November 2026
ABN: 96 065 165 933

Contents

- 1. Introduction
- 2. Who May Drive the Vehicle?
- 3. Prohibited Use
- 4. Prohibited Areas of Use
- 5. Your Obligations
- 6. Rental Period, Costs and Charges
- 7. Damage Cover
- 8. Damage Cover Exclusions
- 9. Breakdowns and Consequential Loss
- 10. Accident and Theft Reporting
- 11. Major Breach and its Consequences
- 12. Personal Property Securities Act 2009(Cth)(PPSA)
- 13. Privacy
- 14. Definitions and Interpretation

1. Introduction

1.1 Rental Contract

Your contract to hire a Vehicle from Us (Rental Contract) comprises:

- (a) the agreement (Rental Agreement) You have signed to hire the Vehicle from Us;
- (b) Our Privacy Policy;
- (c) Our Online Booking and Account Terms (if booking online); and
- (d) these rental Terms and Conditions (Terms and Conditions),

and together they create binding and enforceable legal obligations.

1.2 Relevant law

The Rental Contract is governed by the laws of the state or territory in which the Vehicle is hired and You agree that courts in that state or territory 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.

1.5 Joint and several liability

of all amounts due by the Authorised Driver under the Rental Contract.

payment for all amounts due under the Rental Contract.

- (a) The principal renter is jointly responsible with any Authorised Driver for payment
- (b) Where there are two (2) joint renters, each is jointly and severally liable for

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

clause 2, can drive the Vehicle.

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.

Conditions.

and agents have a valid licence, that they meet all of the requirements of this clause 2 and that they are named on the Rental Agreement.

- (a) Only You or an Authorised Driver, who each meet all of the requirements of this
- (b) Allowing anyone who is not an Authorised Driver to drive constitutes a Major
- (c) The Authorised Driver must also sign their acceptance of these Terms and
- (d) You are responsible for ensuring that all employees, contractors, representatives

2.2 Age limits

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.

- (a) There is a minimum and maximum age limit for those renting Our Vehicles.
- (b) You and any Authorised Driver must be at least 21 and not over 85 years of age

2.3 Licence requirements

Vehicle which is:

valid International Driving Permit or an approved translation into English if the licence is not issued in English);

acceptable and must not drive the Vehicle.

- (a) You and any Authorised Driver must also have a current valid licence to drive the
- (i) issued in an Australian state or territory or an international licence (with a
- (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

2.4 Cancelled and suspended licences

The Vehicle must not be driven by You or an Authorised Driver if Your licence or that of the Authorised Driver:

points; or

Rental Agreement.

- (a) is cancelled or suspended, including as a result of an accumulation of demerit
- (b) has been cancelled or suspended, within three (3) years of the date of the

2.5 False and misleading 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.

2.6 Prior insurance history

The Vehicle must not be driven by You or an Authorised Driver if either You or the Authorised Driver has been refused motor vehicle insurance or had a policy of motor insurance cancelled or declined by an insurer at any time prior to entering into the Rental Contract.

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:

alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit set by law;

have authorised You to do so.

- (a) whilst intoxicated or under the influence of drugs or alcohol or with a blood
- (b) recklessly or dangerously; or
- (c) whilst there is Damage to the Vehicle or it is unroadworthy or unsafe, unless We

3.2 You and any Authorised Driver must not:

impairment assessment;

inflammable, goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;

demonstration purposes;

in preparation thereof; or

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

unless the Vehicle is parked.

- (a) fail or refuse to undergo any breath, blood, urine or oral fluid test or drug
- (b) use the Vehicle:
- (i) for any illegal purpose;
- (ii) to move or carry dangerous, hazardous, biohazardous, infectious, or
- (iii) as a Tool of Trade;
- (iv) to propel or tow another vehicle, trailer or boat;
- (v) in any opencast or underground mining activity;
- (vi) to carry or transport illegal drugs or substances;
- (vii) in connection with the motor trade for experiments, tests, trials or
- (viii) in racing, rallies, reliability trials, speed or hill climbing tests, or for testing
- (ix) in an unsafe or unroadworthy condition; or
- (c) use a mobile phone:
- (i) to make or receive a phone call, perform any audio function or as a
- (ii) to send a text message, video message, email or similar communication

3.3 You and any Authorised Driver must not:

anyone else to do so;

- (a) damage the Vehicle deliberately, intentionally, maliciously or recklessly or allow

decals, branding or logos may be applied or removed from the Vehicle;

Personal Property Securities Act 2009.

- (b) modify the Vehicle in any way or make any alteration or addition to it and no
- (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

3.4 You and any Authorised Driver must not use the Vehicle to carry:

constructed, registered or licenced.

- (a) passengers for:
- (i) hire, fare or reward, except under a private pooling arrangement; or
- (ii) for rideshare or peer to peer 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,

4. Prohibited areas of use

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 The Vehicle must never be driven:

- (a) on an Unsealed Road;
- (b) Off Road; or
- (c) in any area where snow has fallen or is likely to fall.

4.2 The Vehicle must not be used in any area that is prohibited by Us.

Prohibited areas include:

or any area exposed to saltwater;

- (a) roads that are prone to flooding or are flooded;
- (b) beaches, sand dunes, streams, rivers, creeks, salt lakes, dams and floodwaters
- (c) any road where the police or an authority has issued a warning;
- (d) any road that is closed; and
- (e) any road where it would be unsafe to drive the Vehicle.

4.3 The Vehicle must never be driven or used:

unless We have given Our written permission prior to the Start of the Rental and it is noted on the Rental Agreement.

- (a) outside a radius of 400 kilometres from the Rental Station; or
- (b) onto any island that is off mainland Australia,

5. Your obligations

Important Notice

A breach of any of clauses 5.6, 5.7, 5.8, 5.9, 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:

pre-existing damage is accurately noted and shown in the Handover Inspection Report and if there is any discrepancy You must notify Us prior to leaving the Rental Station; and

$200 to $500, using the card recorded on the Rental Agreement. That card must be in the name of the primary driver and must be presented at the Start of the Rental. For a booking made through an online account, the card recorded on the Rental Agreement is the account's Authorised Payment Method.

- (a) fully inspect the Vehicle to ensure that the condition of the Vehicle and any
- (b) pay the anticipated Rental Charges and the Security Deposit, which ranges from

5.2 Security Deposit

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:

including toll road charges and refuelling costs;

set in the Rental Agreement;

Loss;

which You are liable, We will apply the Security Deposit against those outstanding amounts.

- (a) The Security Deposit will be retained by Us as a security for the performance of
- (i) all amounts due to Us under the Rental Contract have been paid,
- (ii) the Vehicle has been returned to the Rental Station at the date and time
- (iii) there is no Damage (except for reasonable wear and tear) or Third Party
- (iv) the exterior and interior of the Vehicle are clean;
- (v) the Vehicle has a full tank of fuel; and
- (vi) there has not been a Major Breach of the Rental Contract,
- (b) If at the End of the Rental You fail to pay any of the amounts in clause 5.2(a) for

5.3 During the Rental Period obligations

During Your rental:

tyre pressures; and

Rental Station.

designated seat.

- (a) You must:
- (i) inspect the Vehicle daily for oil, water and fuel leaks, Damage and check
- (ii) adhere to any mileage instructions displayed in the Vehicle or set by the
- (b) You must ensure that passengers ride only in the cab of the Vehicle in a

accredited or trained assistance animals, unless specifically approved by Us;

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; or

unless specifically approved by Us. Additional cleaning, disinfection and deodorising charges will apply.

- (c) You must not:
- (i) use the Vehicle for transporting any pets or animals, with the exception of
- (ii) smoke in the Vehicle (including the use of e-cigarettes) and You must
- (iii) use the Vehicle to move infectious, biohazardous or biomedical waste,

5.4 Seat belts and restraints

You must comply with all mandatory:

passenger who does not have a seat belt properly adjusted and fastened; and

the restraint has been fitted correctly according to the weight and age of the child and that the restraint is properly adjusted and fastened.

- (a) seat belt laws and fines may be imposed by the police on any driver or
- (b) child restraint laws and ensure that for all children under the age of seven years

5.5 Operating the tailgate lift

If a tailgate lift is fitted to the Vehicle You must:

specific working conditions and characteristics of the location where it is to be operated;

purpose for which it was designed by the manufacturer, and in accordance with the manufacturer's instructions and manuals that are supplied with the Vehicle;

trained, or instructed in its safe and proper use; and

and territory).

- (a) ensure the tailgate lift is suitable for its proposed use taking into account the
- (b) operate the tailgate lift safely, strictly in accordance with and only for the
- (c) ensure that You and all persons operating the tailgate lift are competent, suitably
- (d) comply with all occupational health and safety legislation (Commonwealth, state

5.6 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 or in the Vehicle when it is unattended.

5.7 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) properly securing any goods, property or equipment carried in the Vehicle;
- (d) maintaining the engine and brake oils and coolant level and tyre pressures;
- (e) using the correct type and grade;
- (f) making sure it is not overloaded; and

standards, including the Load Restraint Guides (issued by the National Transport Commission).

- (g) ensure the Vehicle is loaded so that:
- (i) it does not exceed its applicable mass and dimension limits; and
- (ii) the load is properly restrained so that it complies with load performance

5.8 Notification of Vehicle fault

levels; or

any Damage or Third Party Loss.

- (a) You must inform Us immediately if:
- (i) a warning light or fault message appears;

- (ii) You see or become aware of low engine or brake oils, or engine coolant
- (iii) the Vehicle develops any fault during the Rental Period.
- (b) If You fail to notify Us and continue to use the Vehicle You will be responsible for

5.9 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.

5.10 Change of ownership or contact details

You must give Us not less than seven (7) days prior written notice of any proposed change of Your ownership and/or any other change in Your details (including but not limited to changes in Your name, address, contact email, phone or fax numbers, any change of trustee or business practice).

5.11 Repair with authority

of a breakdown or Vehicle fault, 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.

by an Accident, by the fault of the driver, or is the result of a Major Breach of the Rental Contract.

- (a) Where We have given You Our prior authority to repair the Vehicle as the result
- (b) There is no entitlement to reimbursement if the breakdown or fault was caused

5.12 Staying with the Vehicle after an Accident or breakdown

You must not leave the Vehicle unattended following an Accident or breakdown and before the arrival of a tow or salvage operator unless You or a passenger has been injured and require medical attention or You are directed to do so by the police.

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 Rental Charges

current price list; or

upon Us provided that You accept in writing Our quotation within thirty (30) days.

a change due to Your requirements or changes to pick up and drop off points;

government, or local body charges, taxes, levies, etc. with respect to the Vehicle, which are outside Our control (including, without limitation, increases in the cost of labour or materials, fuel charges or insurance premiums, etc.); or

- (a) At Our sole discretion the Rental Charges will be either:
- (i) Our current rate, at the date of delivery of the Vehicle, according to Our
- (ii) Our quoted Rental Charges (subject to clause 6.2(b) which is binding
- (b) Acting reasonably, We reserve the right to vary the Rental Charges:
- (i) if You request a variation to the Vehicle which is to be supplied, including
- (ii) as a result of an increase in Our costs due to changes in statutory,

- (iii) upon one (1) month's written notice to You.

6.3 Hourly or daily charges

We may charge You an hourly or kilometre rate (or a combination of both) as We shall inform You prior to the Start of the Rental and as shown on the Rental Agreement.

6.4 Extending the Rental Period

If You require an extension of the Rental Period You must contact Us or the Rental Station from which the Vehicle was hired directly by phone, as extensions cannot be requested by email, text or letter as they are subject to availability.

6.5 Cancellation and 'No Show'

before the Start of the Rental, are free.

cooling-off period, incur 50% of the basic hire charge. Optional extras and the refundable deposit are excluded from the cancellation charge.

and the Rental Station has not agreed another arrangement with You, the booking may be treated as a No Show. The booking will be cancelled, the Vehicle released and You will be invoiced for the full basic hire charge. If payment is not received within seven (7) days, the full invoice amount may be charged to the card recorded on the Rental Agreement or, for a booking made through an online account, the account's Authorised Payment Method.

cancellation or No Show charge will be due from You. Any affected unpaid charge will be cancelled and any amount already collected for that cancellation will be refunded in accordance with the applicable payment process.

Platform.

- (a) Customer cancellations made within 60 minutes after booking confirmation, and
- (b) Cancellations made more than 24 hours before the Start of the Rental are free.
- (c) Cancellations made less than 24 hours before the Start of the Rental, outside the
- (d) If the Vehicle has not been collected within one hour after the Start of the Rental,
- (e) If We or the Rental Station cancel because the Vehicle is unavailable, no
- (f) A cancellation is effective when acknowledged and confirmed by Us or through the

6.6 Tolls, fines and infringements

and

by a regulatory authority.

responsible driver if any toll, fine or infringement is unpaid.

- (a) You and any Authorised Driver must pay
- (i) tolls;
- (ii) fines or charges imposed for parking;
- (iii) infringements and fines imposed for speeding and other driving offences;
- (iv) fines or charges imposed for release of the Vehicle if it has been seized
- (b) An administrative fee applies if We are required to nominate You as the

6.7 Daily kilometre limit

applies. For each day You exceed that limit (calculated over the Rental Period) You will incur an additional fee as shown in the Rental Agreement for each excess kilometre.

kilometre as shown in the Rental Agreement applies to Your rental.

- (a) Unless Your rental is hourly, a daily limit as shown in the Rental Agreement
- (b) For hourly rentals, there are no free kilometres and an additional fee per

6.8 Operating costs and expenses

We are responsible for all ordinary and extraordinary costs and expenses of operating the Vehicle during the Rental Period, except:

Authorised Driver to pay those costs and expenses; or

a Major Breach.

- (a) to the extent that these Terms and Conditions impose a liability on You or an
- (b) those costs and expenses result from a breach of the Rental Contract, including

6.9 Return of the Vehicle

Rental Station's operating hours;

Period or a surcharge for cleaning may be imposed for such cleaning and there is no refund of the Security Bond until the Vehicle has been cleaned and inspected for any Damage;

(except for normal wear and tear and not including windscreen and tyre damage) together with all tools, accessories, tyres and equipment; and

of the Rental. Note: a fuel receipt must be shown on return of the Vehicle or the Security Deposit may be withheld until correct operation of the Vehicle is confirmed.

charged a refuelling fee per quarter tank (or part thereof) at the rate specified in the Rental Agreement.

- (a) You must return the Vehicle:
- (i) to the Rental Station from which it was collected and only during the
- (ii) on the date and by the time shown in the Rental Agreement;
- (iii) in the same clean (washed) and tidy condition at the expiry of the Rental
- (iv) in the same mechanical condition, it was in at the Start of the Rental,
- (v) fuelled with the correct grade and amount of fuel equal to that at the Start
- (b) If You return the Vehicle:
- (i) with a fuel level less than originally supplied in the Vehicle, You will be

entitlement to a refund;

Rental Agreement, We will charge You the current hourly rate 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

Rental Station next opens for business; and

ban from future hires unless We have agreed to an after business hours drop off and it is shown on the Rental Agreement.

- (ii) earlier than the date shown in the Rental Agreement there is no

- (iii) more than 30 minutes after the date and time set for its return in the
- (iv) at any time outside Our normal operating hours:
- (A) You must pay for the daily Rental Charges and all Damage until the
- (B) unless You provide a reasonable explanation this may result in a

6.10 Failure to return the Vehicle on time

If You fail to return the Vehicle on the scheduled date and at the time shown in the Rental Agreement, We may:

unknown, after making reasonable attempts to contact You, report the Vehicle as stolen to the police.

- (a) terminate the Rental Contract; and
- (b) if the location of the Vehicle is known, recover it by lawful means or if it is

6.11 Failure to return the Vehicle to the Rental Station

hired, the termination of the Rental Contract will take effect only after the Vehicle has been collected by Us and an inspection for Damage has occurred.

and inspection.

- (a) If the Vehicle is left at any other place than the Rental Station from which it was
- (b) You are responsible for Damage to the Vehicle up until this time of the collection

6.12 Recovery fee

A recovery fee of up to $2,000 applies if We have to recover the Vehicle because it has not been returned on time (clause 6.10) or not returned to the Rental Station (clause 6.11).

6.13 End of the Rental requirements

At the End of the Rental, You must pay:

(if any);

Accident or the Vehicle is stolen;

Contract; and

pursuant to clause 8.1.

- (a) the balance of the Rental Charges, including any charges for excess kilometres
- (b) the Damage Excess if there is Damage or Third Party Loss as a result of an
- (c) any costs We incur, including:
- (i) refuelling costs; and
- (ii) extra cleaning costs;
- (d) for all Damage and Third Party Loss arising from a Major Breach of the Rental
- (e) for all Damage and Third Party Loss for which Damage Cover is excluded

6.14 Requests to invoice another party

Where You have requested Us to invoice another party, (including another person, corporation, firm or organisation), and such other party fails to pay Us when due, You must immediately pay the full amount due to Us.

6.15 Credit card information

We will:

deem reasonably necessary; and

Privacy Act 1988 or as otherwise required by law.

- (a) keep Your personal details, including credit card details for only as long as We
- (b) not disclose Your credit card details to any third party except as permitted by the

6.16 Card authority

The card recorded on the Rental Agreement must be in the same name as the primary driver. By signing the Rental Agreement You authorise Us to debit that card within a reasonable time after the End of the Rental for any amount that 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) administrative charges for unpaid tolls, fines or infringements;
- (f) extra cleaning costs;
- (g) refuelling costs;
- (h) the Damage Excess; or
- (i) any amount due to Us as a result of a Major Breach.

6.17 Default in payment

owed to Us, including the amounts in clause 6.12.

payment of amounts due under the Rental Contract or outstanding payments due to Us remain unpaid

additional $100 administration fee will be added to the original invoiced amount and the default provisions in this clause 6.17 will apply to that fee and to all unpaid amounts under the Rental Contract.

Contract:

10% per annum and starting seven (7) days after the date that overdue amount became payable to Us and ending on the date of payment of all amounts due;

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

- (a) By entering into the Rental Contract You have agreed to pay all of the amounts
- (b) Acting reasonably, We may decline all future hires if there is any default in
- (c) Should an unsuccessful merchant claim back be made by Your card provider, an
- (d) If You default in the payment of any moneys owed to Us under the Rental
- (i) You must pay Us interest on that overdue amount calculated at the rate of
- (ii) We may engage a mercantile agent or debt collector and You must pay

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.

- (iii) You authorise Us to provide information of that default to a credit

6.18 Cancellation of unperformed orders

We are entitled to cancel all or any part of any order made by You which remains unperformed in addition to and without prejudice to any other remedies We may have and all amounts owing to Us shall, whether or not due for payment, become immediately payable in the event that:

believe You will be unable to meet payments as they fall due;

enter into an arrangement with creditors, or make an assignment for the benefit of Your creditors; or

appointed in respect of You or any of Your assets.

- (b) any money payable to Us becomes overdue, or in Our opinion We reasonably
- (c) You have exceeded any applicable credit limit provided by Us;
- (d) You become insolvent, convene a meeting with Your creditors or propose or
- (e) a receiver, manager, liquidator (provisional or otherwise) or similar person is

7. Damage Cover

7.1 Damage Excess and Single Vehicle Damage Excess

is included in the Rental Charges.

Authorised Driver for any Damage to the Vehicle, its theft and Third Party Loss but You must pay:

Accident or theft claim, even if You were not at fault;

Single Vehicle Accident, unless:

of any person involved (Third Party);

and location; and

stations at which they are based;

Accident or theft claim;

Third Party; and

Excess of $1,000 applies to You or any Authorised Driver who is 75 to 85 years of age ($6,500 in total).

Vehicle Accident Excess of $2,000 applies in addition to the standard Damage Excess.

- (a) Standard Damage Cover (excluding for tyre punctures and windscreen damage)
- (b) Subject to these Terms and Conditions, We will indemnify You and any
- (i) up to the Damage Excess shown on the Rental Agreement for each
- (ii) the repair cost for tyre punctures and windscreen damage; and
- (iii) up to the Single Vehicle Accident Excess if there is Damage caused in a
- (iv) You have fully completed an Incident Report Form with:
- (A) the name, residential address, contact phone and licence number
- (B) the registration number of all vehicles involved;

- (C) an accurate written and diagrammatic description of the Accident
- (D) the names and addresses of all attending police officers and the
- (v) You have taken all necessary steps to assist Us in Our investigation of the
- (vi) We or Our insurers agree You were not at fault for an Accident involving a
- (vii) the other party was insured and their insurance company accepts liability.
- (c) The standard Damage Excess is $5,500, however, an additional age Damage
- (d) The Damage Excess may be reduced by payment of an additional daily fee:
- (i) for drivers aged 21-24 years to $1,500;
- (ii) for drivers aged 25 to 74 years to $1,100; and
- (iii) for drivers aged over 75 to 85 years to $1,750.
- (e) If the Vehicle is involved in a Single Vehicle Accident or impoundment, a Single

7.2 When are the Damage Excess and Single Vehicle Accident Excess payable?

believe the cost of repairs or replacement cost will exceed the Damage Excess amount; or

- (a) The Damage Excess is payable to Us as follows:
- (i) for Single Vehicle Accidents:
- (A) in full, if the Vehicle has substantial Damage and We reasonably

estimated to be the cost of repair, but not more than, the Damage Excess;

unless We have an agreement with You to pay the amount of the Damage Excess by instalments and a signed payment plan is in place.

7.2(b), any third party demand will not be met until all payments under the plan have been made.

under a Damage Excess payment plan, may result in Your entitlement to Damage Cover being reduced to the extent We are prejudiced by that delay (see also clause 8.2) and if the Damage Excess is not paid when due, or there is no signed payment plan in place for payment of that Damage Excess, You have no entitlement to Damage Cover

Third Party Loss will be forwarded to You as soon as practicable.

- (B) if the Damage is not substantial, the amount We have reasonably
- (ii) in full, if the Vehicle has been stolen, and
- (iii) in full for Accidents in which there is also Third Party Loss.
- (b) The Damage Excess is payable in full within 24 hours of:
- (i) the Accident or theft being reported to Us; or,
- (ii) for minor Damage claims, a repair estimate being sent to You,
- (c) If a payment plan for payment of the Damage Excess is in place under clause
- (d) Any delay in payment of the Damage Excess, or delay or default in payments
- (e) Supporting repair or replacement documents and particulars of any claim for

7.3 Claims Administration fee

All Accident, Single Vehicle 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 General exclusions

Even if You have paid the Damage Excess, there is no Damage Cover, and You and any Authorised Driver are liable for:

Driver or any person who is acting with Your express or implied consent; or

who is less than 21 or more than 85 years of age;

on the Vehicle;

has been purchased);

but not limited to GPS units, lost keys, keyless start and remote-control devices;

Vehicle whether owned by You or a Third Party and You agree to fully indemnify Us for any claims for Third Party Loss that occurs during the Rental Period; and

- (a) Damage or Third Party Loss arising from:
- (i) a Major Breach of the Rental Contract;
- (ii) any deliberate, intentional, malicious or criminal act by You, an Authorised
- (iii) the use of the Vehicle by any driver who is not an Authorised Driver or
- (b) Overhead Damage;
- (c) Underbody Damage;
- (d) Damage caused by:
- (i) immersion of the Vehicle in water, including salt water; or
- (ii) use of the incorrect fuel type or grade;
- (iii) loading or unloading the Vehicle, except for reasonable wear and tear; or
- (iv) Your failure to properly secure goods, property or equipment carried in or
- (e) tyre punctures and windscreen damage (unless additional cover for these items
- (f) the full cost of replacing or repairing any accessories supplied by Us including,
- (g) loss or damage to, or deterioration of, goods or property carried in or on the
- (h) Third Party Loss resulting from goods or property falling from the Vehicle.

8.2 Lack of co-operation exclusion

Your entitlement to Damage Cover will be reduced to the extent We are prejudiced as a result of any delay or failure by You or any Authorised Driver to comply with Your obligations under the Rental Contract, including payment of the Damage Excess and compliance with clause 10 of these Terms and Conditions.

8.3 Exclusion for personal items

There is also no Damage Cover for:

Rental Period or left in the Vehicle after the Vehicle is returned to the Rental Station; or

in the custody of, or owned, by:

- (a) personal property that is stolen from the Vehicle, lost or damaged during the
- (b) vehicles,

- (i) You;

whom You ordinarily reside;

- (ii) Your relative, friend or associate who ordinarily resides with You or with
- (iii) any relative, friend or associate of an Authorised Driver; or
- (iv) Your employees,

Personal accidental and medical insurance

Neither personal accidental nor medical insurance is provided under these Terms and Conditions and it is Your responsibility to seek Your own independent advice and insurance if this is relevant to Your own personal circumstances.

9. Breakdowns and consequential loss

9.1 Roadside assistance

working condition taking into account the age of the Vehicle but breakdowns do occur.

(but not for Accidents) and if the Vehicle breaks down during the Rental Period You must contact Us on 1800 131 975 to arrange assistance. If the fault cannot be repaired on site 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.

- (a) We will provide You with a Vehicle that is of acceptable quality and in good
- (b) Twenty-four-hour roadside assistance is provided free of charge for breakdowns

9.2 Assistance not covered

Extra charges will apply if any of these services are provided at Your request or before spare keys will be provided.

and You are liable for any Damage caused.

- (a) We are not responsible for:
- (i) a flat battery;
- (ii) tyre changing;
- (iii) lost keys or remote-control device;
- (iv) keys or remote-control device locked in the Vehicle; or
- (v) recovery of the Vehicle if it is bogged.
- (b) Roadside assistance does not apply if:
- (i) the incorrect fuel type or grade is used; or
- (ii) the breakdown is caused by a Major Breach;

9.3 Consequential and other loss

Subject to the Australian Consumer Law, We are not responsible for:

hailstorms, earthquakes, bushfires, or pandemics;

- (a) flights You have missed;
- (b) holiday plans that are disrupted;

- (c) loss or inconvenience caused by natural disasters such as floods, cyclones,
- (d) loss of income because of a breakdown;
- (e) loss of enjoyment;
- (f) consequential or economic loss.

9.4 Acts of God

Neither You nor We are liable for any breach of these Terms and Conditions arising out of an act of God, war, terrorism, strike, lock-out, or industrial action that is beyond the reasonable control of either party.

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 Reporting an Accident or theft to Us

must:

no case more than 24 hours of it occurring;

practical, including:

other driver and witnesses and an accurate written and diagrammatic description of the Accident and its location; and

Vehicle if it is returned to Us within that seven (7) day period; or

the police.

- (a) If You or an Authorised Driver has an Accident or if the Vehicle is stolen You
- (i) contact Us to report the Accident or theft as soon as practicable, but in
- (ii) subsequently fully complete an Incident Report Form; and
- (iii) pay the Damage Excess as required by clause 7.2.
- (b) The Incident Report Form should include as much information as is reasonably
- (i) the information listed in clause 10.3 regarding the contact details for the
- (ii) the circumstances under which the Accident or theft occurred.
- (c) The Incident Report Form must be submitted to Us:
- (i) within seven (7) days of the Accident or theft, or upon the return of the
- (ii) if the Vehicle is stolen, immediately the theft of the Vehicle is reported to

10.2 Reporting an Accident or theft to the police

If the Vehicle is stolen or if You or an Authorised Driver of the Vehicle has an Accident where:

exchanging names and addresses; or

You or the Authorised Driver must also report the theft or Accident to the Police as soon as:

- (a) any person is injured;
- (b) the other party has failed to stop or leaves the scene of the Accident without

- (c) the other party appears to be under the influence of drugs or alcohol;
- (i) the theft is discovered; or
- (ii) it is practical to do so after an Accident.

10.3 Steps You must take following an Accident

If You or an Authorised Driver have an Accident You and the Authorised Driver must:

other driver;

- (a) exchange names and addresses, phone numbers and email addresses with the
- (b) obtain the name of the other driver's insurance company;
- (c) take a photo of the other driver's licence;

traffic signs; and

witnesses;

- (d) take the registration numbers of all vehicles involved;
- (e) 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
- (f) obtain the names, addresses, phone numbers and email addresses of all

10.4 Subsequent assistance

Subsequent to the Accident of theft You and any Authorised Driver must:

days of receipt;

such further information as We or Our investigator may reasonably request within seven (7) days of receipt of such a request; and

institute or the defence of any legal proceedings which may be instituted against You or Us as a result of an Accident, including attending:

- (a) forward all third party correspondence or court documents to Us within seven (7)
- (b) co-operate with Us in the investigation of any Accident or theft claim and supply
- (c) co-operate with Us in the prosecution of any legal proceedings that We may
- (i) Our lawyer's office; and
- (ii) any Court hearing.

10.5 What You must not do

You and any Authorised Driver must not:

Accident, theft of attempted theft.

- (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

10.6 Consequences of lack of co-operation

Your entitlement to Damage Cover will be reduced, including to nil, according to the extent We are prejudiced as a direct result of any delay in complying with:

documents to Us within seven (7) days and to co-operate with Us in the investigation of any Accident of theft claim and the prosecution or defence of any legal proceedings.

- (a) the reporting obligations in clauses 10.1 and 10.2; and
- (b) the obligations in clause 10.4 to forward third party correspondence and court

11. Major Breach and its consequences

11.1 Major Breach

You and any Authorised Driver commit a Major Breach of the Rental Contract if there is a breach of any of the following:

that causes Damage, theft of the Vehicle or Third Party Loss;

investigating a claim arising from an Accident or theft or from prosecuting or defending any Accident or theft claim; or

- (a) clause 2 (who may drive the Vehicle);
- (b) clause 3 (prohibited use);
- (c) clause 4 (prohibited areas of use);
- (d) clause 5.6 (Vehicle to be locked and keys kept in your possession);
- (e) clause 5.7 (reasonable care);
- (f) clause 5.8 (notification of Vehicle fault); or
- (g) clause 5.9 (repair without authority);
- (h) clause 5.10 (change of ownership);
- (i) clause 10 (Accident reporting) that prevents Us from properly
- (j) clause 13.2(c) (removal of the Tracking Device or Dashcam).

11.2 No Damage Cover

If You or any Authorised Driver:

legislation has occurred;

You and any Authorised Driver:

recovering the Vehicle.

- (a) commit a Major Breach of the Rental Contract;
- (b) drive the Vehicle in a reckless manner so that a substantial breach of road safety
- (c) the Vehicle is more than 24 hours overdue; or
- (d) the Damage Excess has not been paid and no payment plan is in place,
- (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

11.3 Termination and repossession

Acting reasonably, We may terminate the Rental Contract and take immediate possession of the Vehicle if:

- (a) there has been a Major Breach; or
- (b) there has been a breach of clause 11.2(b).

11.4 Immobilisation of the Vehicle

Acting reasonably, if We receive alerts indicating excessive speed or driving of the Vehicle in a manner that may cause injury or harm to a member of the public or Damage to the Vehicle, We may remotely immobilise the Vehicle.

11.5 Future rentals may be declined

If You or any Authorised Driver have committed a Major Breach, acting reasonably We reserve the right to decline all future rentals of Our vehicles by You or any Authorised Driver.

12. Personal Property Securities Act 2009 (Cth)(PPSA)

12.1 You have no right to, or interest in, the Vehicle other than as a bailee and You must not

endeavour to obtain any other right or interest by Yourself or Your nominee.

12.2 You acknowledge that:

is defined in the PPSA) in the Vehicle;

subject to that Security Interest; and

Register.

- (a) the Rental Contract may create a security interest (Security Interest) (as that term
- (b) We have a Security Interest in the Vehicle and the Vehicle will at all times remain
- (c) We may register the Security Interest on the Personal Property Securities

13. Privacy

Important Notice

A breach of clause 13.2(c) is a Major Breach of the Rental Contract. See clause 11 for further details.

13.1 Personal Information

personal information where doing so would be contrary to law.

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.

up to date and complete and that it is protected from misuse, loss or unauthorised access, modification or disclosure.

- (a) We are committed to respecting privacy and will not collect, use or disclose Your
- (b) When We collect Your personal information, We will do so only for the purpose
- (c) We take reasonable steps to make sure Your personal information is accurate,

13.2 Tracking Device and Dash Cam

to enable Us to monitor the condition, performance and operation of the Vehicle and to track the Vehicle's movements.

Period. When You sign the Rental Agreement, You are authorising Us and consenting to the use of the Tracking Device.

- (a) To maintain and protect the Vehicle We may fit a Tracking Device to the Vehicle
- (b) Information from the Tracking Device may be used during and after the Rental
- (c) You must not tamper with the Tracking Device or remove it from the Vehicle.

14. Definitions and interpretation

14.1 Definitions

In these Terms and Conditions: Accident means an unintended, unexpected and unforeseen incident, including:

and roadside infrastructure;

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:

accessories, including the GPS unit, that is not fair wear and tear;

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 and includes any additional age Damage Excess payable pursuant to clause 7.1(c). End of the Rental means the date and time shown in the Rental Agreement when the rental ends and by which date and time the Vehicle must be returned to Us. Handover Inspection Report means the document that shows the condition of the Vehicle and lists any Damage at the time of the inspection. Incident Report Form means the document You must complete and submit to Us if there is Damage to the Vehicle or it has been stolen. 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 clauses described listed in clause 11.1. 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:

- (a) a collision between the Vehicle and another vehicle or object, including animals
- (b) a Single Vehicle Accident;
- (c) rollovers; and
- (d) weather events, including hail Damage,
- (a) any loss or damage to the Vehicle including its parts, components and
- (b) towing and salvage costs;
- (c) assessing fees; and
- (d) Loss of Use,

- (a) Damage to the Vehicle;
- (b) Damage to any part of the pantech or box section of a commercial Vehicle that

is used for the carriage of goods or passengers; or

caused by:

level of the top of the front windscreen with objects overhanging or obstructing its path;

PPSA means the Personal Property Securities Act 2009 (Cth). 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 Deposit 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 clause 5.2. Single Vehicle Accident means:

vehicle is involved and includes impacts with animals, roadside infrastructure, buildings, rollovers and impacts with any stationary object including other parked vehicles;

to identify the Vehicle by taking its registration number as required by clause 10.3(d) or identify its driver by taking their details as required by clause 10.3(a); or

earthquakes, or bushfires. Single Vehicle Accident Excess means the amount, including GST, You must pay in the event there is a Single Vehicle Accident that causes Damage to the Vehicle. Start of the Rental means the date and time that the rental commences as shown in the Rental Agreement. Tool of Trade means use of the Vehicle for excavating, digging, grading, scraping, drilling, lifting, pumping, spraying, vacuuming and other mechanical work, other than for:

mounted on the Vehicle;

Tracking Device means a GPS or other device that is fitted to the Vehicle that has electronic tracking capabilities to determine its location and other data including speed, braking and fuel levels. 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

- (c) Third Party Loss,
- (i) contact between the part of the Vehicle that is at or above the
- (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.
- (a) a collision between the Vehicle and another object when no other moving
- (b) a collision between the Vehicle and another moving vehicle but You are unable
- (c) Damage caused by natural disasters such as floods, cyclones, hailstorms,
- (a) loading and unloading goods onto or from the Vehicle, by use of a crane
- (b) transit to, from, or within, a worksite; or
- (c) transport or haulage.

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, accessories, keys, keyless start or remote-control

device, audio equipment, GPS Tracking Device, child restraints, tools, spare tyre and first aid kit (if fitted) and includes any replacement Vehicle. We, Us, Our, means Handy Rentals (Australia) Ltd ABN 96 065 165 933, referred to throughout these Terms and Conditions as Handy Rentals, or its agents as shown on the Rental Agreement. 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.

14.2 Interpretation

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

Conditions or affect their interpretation; and

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