

Island Car Hire and King Island Classic Car Hire

ABN 16 725 504 515

Terms and Conditions

1 Introduction

1.1 Hire Contract

Your contract to hire a Vehicle from Island Car Hire (**Hire Contract**) comprises:

- 1.a the agreement (**Hire Agreement**) You have signed to hire the Vehicle from Us; and
- 1.b these hire Terms and Conditions (**Terms and Conditions**), and together they create binding and enforceable legal obligations.

1.2 Relevant law

The Hire Contract is governed by the laws of Tasmania 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 Hire 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 Hire Contract. When You insert an electronic signature You consent to the use of this means of acknowledgement and acceptance of these Terms and Conditions and Your obligations under the Hire Contract.

2 Who may drive the Vehicle?

IMPORTANT NOTICE

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

2.1 Authorised Drivers

- 1.a Only You or an Authorised Driver, who each meet all of the requirements of this clause 2, can drive the Vehicle.
- 1.b Allowing anyone who is not an Authorised Driver to drive constitutes a Major Breach of the Hire 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 and Exceptions

There is a minimum and maximum age limit for those renting Our Vehicles. You and any Authorised Driver **must** be at least 21 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 Hire and it is shown in the Hire Agreement. Even if a variation is agreed upon by Us the Driver is NOT covered by Damage Cover and must agree to pay the associated costs in the event of Third Party Loss, under clause 8 of this Contract**

2.3 Licence requirements

- 3.a You and any Authorised Driver **must** also have a current valid licence to drive the Vehicle which is:
 - a.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);
 - a.ii appropriate for the class of the Vehicle; and
 - a.iii not subject to any restriction or condition.
- 3.b Learner drivers and provisional and probationary licence holders are not acceptable and **must not** drive the Vehicle, unless we have agreed to a variation of that restriction before the Start of the Hire. Variation can only apply to Provisional licence holder with no less than 12 months driving experience.

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:

- 4.a is cancelled or suspended, including as a result of an accumulation of demerit points; or
- 4.b has been cancelled or suspended, within three (3) years of the date of the Hire 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 Hire Contract. See clause 11 for further details.

- 3.1 The Vehicle **must not** be driven by You or any Authorised Driver:
- 1.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;
 - 1.b recklessly or dangerously; or
 - 1.c whilst there is Damage to the Vehicle or it is unroadworthy or unsafe.
- 3.2 You and any Authorised Driver **must not**:
- 2.a fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;
 - 2.b use the Vehicle:
 - b.i for any illegal purpose;
 - b.ii to move dangerous, hazardous, biohazardous, infectious, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
 - b.iii to propel or tow another vehicle, trailer or boat;
 - b.iv to carry or transport illegal drugs or substances; or
 - b.v in connection with the motor trade for experiments, tests, trials or demonstration purposes;
 - 2.c use a mobile phone:
 - c.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
 - c.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**:
- 3.a damage the Vehicle deliberately or recklessly or allow anyone else to do so;
 - 3.b modify the Vehicle in any way;
 - 3.c sell, rent, lease or dispose of the Vehicle; or
 - 3.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:
- 4.a passengers for hire, fare or reward or for rideshare purposes;
 - 4.b more than the number of passengers for which the Vehicle is licenced; or
 - 4.c any load that exceeds the limits for which the Vehicle was designed, constructed, registered or licenced.

4 Prohibited areas of use

IMPORTANT NOTICE

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

- 4.1 The Vehicle **must never** be driven:
- 1.a on any Unsealed Road **unless** it is a well-maintained road and You reasonably consider the condition of the road surface and Your speed of travel will not cause Damage to the Vehicle; or
 - 1.b Off Road.
- 4.2 The Vehicle **must not** be used in any area that is prohibited by Us. Prohibited areas include:
- 2.a Off Road;
 - 2.b roads that are prone to flooding or are flooded;
 - 2.c beaches, sand dunes, streams, rivers, creeks, dams and floodwaters or any area exposed to saltwater;

- 2.d any road where the police or an authority has issued a warning;
- 2.e any road that is closed; and
- 2.f 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, or 5.8 is a Major Breach of the Hire Contract. See clause 11 for further details.

5.1 Start of the Hire

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

- 1.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;
- 1.b present a paper or electronic copy of Your airline ticket;
- 1.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 Hire Agreement and if there is any discrepancy You **must** notify Us prior to leaving the Hire Station; and
- 1.d pay the anticipated Hire Charges and We will take a pre-authorisation of Your credit or debit card for the Security Bond (up to \$400).

5.2 Security Bond

The Security Deposit will be retained by Us as a security for the performance of any of Your obligations and liabilities under the Rental Contract and no amount will be debited from Your credit or debit card unless:

- 2.a all amounts due to Us under the Hire Contract have not been paid, including toll road charges and refuelling costs;
- 2.b the Vehicle has not been returned to the Hire Station at the date and time set in the Hire Agreement;
- 2.c there is Damage (except for reasonable wear and tear) or Third Party Loss;
- 2.d the exterior and interior of the Vehicle are unclean;
- 2.e the Vehicle does not have a full tank of fuel; or
- 2.f there has not been a Major Breach of the Hire Contract,

5.3 During Your hire

3.a You **must**:

- a.i inspect the Vehicle daily for oil, water and fuel leaks, Damage and check tyre pressure; and
- a.ii adhere to any mileage instructions displayed in the Vehicle or set by the Hire Station.

3.b You **must not**:

- b.i use the Vehicle for transporting any pets or animals, except assistance animals, **unless** specifically approved by Us;
- b.ii smoke in the Vehicle (including the use of e-cigarettes) 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; or
- b.iii use the Vehicle to move infectious, biohazardous or biomedical waste, **unless** specifically approved by Us.

Additional cleaning, disinfection and deodorising charges will apply.

5.4 Seat belts and restraints

You **must** comply with all mandatory:

- 4.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
- 4.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:

- 6.a preventing it from being damaged;
- 6.b making sure that it is protected from the weather;
- 6.c maintaining the engine and brake oils and coolant level and tyre pressures;
- 6.d using the correct fuel type; and
- 6.e making sure it is not overloaded.

5.7 Notification of Vehicle fault

You **must** inform Us immediately if:

- 7.a a warning light or fault message appears;
- 7.b You see or become aware of low engine or brake oils, or engine coolant levels; or
- 7.c the Vehicle develops any fault during the Hire 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 Hire 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 unless the Accident is serious and You, an Authorised Driver or any passenger requires medical attention.

6 Hire Period, costs and charges

6.1 Your Hire

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

6.2 Extending the Hire Period

- 2.a We understand that circumstances change and that You may require the Vehicle for longer than the Hire Period. If so, You **must** notify Us **no less** than 24 hours prior to the expiration of the Hire Period.
- 2.b If You fail to notify Us at least 24 hours before the expiration of the Hire Period that You require an extension, and fail to return the Vehicle on the scheduled date and at the time shown in the Hire Agreement, We may:
 - b.i terminate the Hire Contract; and
 - b.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'

- 3.a You will be refunded the Hire Charges for the Hire Period minus a Fee equivalent to One (1) Day's Hire if You cancel no later than 48 hours prior to Start of the Hire.
- 3.b You will be charged the Hire Charges for the Hire Period as booked if:
 - b.i Your booking is cancelled within 24 hours prior to the Start of the Hire; or
 - b.ii You fail to notify Us of Your intended cancellation prior to the Start of the Hire and fail to pick up the Vehicle,
 - b.iii You fail to provide the necessary documentation including identity documents within 48 Hours of Start of Hire (unless there is a variation as stipulated in the hire agreement)

unless We are able to rent the Vehicle to another hirer for an equivalent term and rate
- 3.c A cancellation is not effective until acknowledged and confirmed by Us.

6.4 Fines and infringements

- 4.a You and any Authorised Driver **must** pay
- a.i fines or charges imposed for parking;
 - a.ii infringements and fines imposed for speeding and other driving offences; and
 - a.iii fines or charges imposed for release of the Vehicle if it has been seized by a regulatory authority.
- 4.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

- 5.a You **must** return the Vehicle:
- a.i to the Hire Station;
 - a.ii on the date and by the time shown in the Hire Agreement;
 - a.iii in a reasonable state of cleanliness;
 - a.iv in the same mechanical condition it was in at the Start of the Hire, fair wear and tear excepted; and
 - a.v with a full tank of fuel.
- 5.b If You return the Vehicle:
- a.i with less than a full tank of fuel a refuelling charge of \$25 (including GST) plus the cost of the fuel, will apply;
 - a.ii earlier than the date shown in the Hire Agreement there is no entitlement to a refund;
 - a.iii more than one hour after the date and time set for its return in the Hire Agreement, We will charge You \$25 per hour up to one full day's hire and a further full day's hire at the standard rate for each 24 hour period or part thereof until the Vehicle is returned to Us; or
 - a.iv at any time outside Our normal business hours, You **must** pay for the daily Hire Charges and all Damage until We next open for business **unless** We have agreed to an after business hours drop off and it is shown on the Hire Agreement. This mainly applies In the case of an alternate Hire Station being agreed upon, for example with pick up and drop off to a local residence or business premises.

6.6 Post hire inspection procedure

- 6.a We will take reasonable steps to conduct a post hire inspection in Your presence; and
- 6.b If You do not wish to wait for the full inspection, We will use reasonable endeavours to conduct the inspection within twenty four (44) 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 Hire

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

- 7.a the balance of the Hire Charges;
- 7.b the Damage Excess if there is Damage or Third Party Loss as a result of an Accident or the Vehicle is stolen;
- 7.c any costs We incur, including:
 - a.i refuelling costs; and
 - a.ii extra cleaning costs;
 - a.iii costs of replacing or repairing accessories supplied by Us
- 7.d for all Damage arising from a Major Breach of the Hire Contract;
- 7.e for all Overhead Damage;
- 7.f for all Underbody Damage; and
- 7.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:

- 8.a the Hire Charges;

- 8.b speeding and traffic fines and infringements;
- 8.c fines or charges imposed for parking;
- 8.d extra cleaning costs
- 8.e refuelling costs; or
- 8.f the Damage Excess.

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

6.9 Default in payment

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

- 9.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;
- 9.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
- 9.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 Single Vehicle Accident and Damage Excesses

- 1.a Standard Damage Cover is included in the Hire Charges.
- 1.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 Single Vehicle Accident Excess or Damage Excess shown on the Hire Agreement for each Accident or theft claim **unless**:
 - b.i We agree You were not at fault; and
 - b.ii the other party was insured and their insurance company accepts liability.

7.2 Single Vehicle Accident Excess

The Single Vehicle Accident Excess is payable for Damage caused in a Single Vehicle Accident.

7.3 Damage Excess

The Damage Excess is payable if the Vehicle is stolen and not recovered or it is involved in an Accident where there is Third party Loss.

7.4 When are the Single Vehicle Accident and Damage Excesses payable?

Unless You have expressly authorised a charge to Your credit card at an earlier time an amount up to, but not exceeding, the Single Vehicle Accident Excess or Damage Excess, as the case may be, will be charged as follows:

- 4.a for a Single Vehicle Accident, the Single Vehicle Accident Excess will be charged after a repairer's estimate or tax invoice verifying the amount charged for Damage has been sent to You;
- 4.b if the Vehicle has been stolen, the Damage Excess will be charged after We have made reasonable enquiries and in Our opinion it is unlikely the Vehicle will be recovered; and
- 4.c for Accidents in which there is also Third Party Loss, the Damage Excess will be charged 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.

7.5 Younger age additional Damage Excess

An additional Damage Excess applies to You or any Authorised Driver who is 21 to 24 years of age.

7.6 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:

- 1.a Damage or Third Party Loss arising from:
 - a.i a Major Breach of the Hire Contract; or
 - a.ii the use of the Vehicle by any driver who is not an Authorised Driver, or is a Probationary Driver, or who is less than 21 or more than 75 years of age;
- 1.b Overhead Damage;
- 1.c Underbody Damage;
- 1.d Damage caused by:
 - d.i immersion of the Vehicle in water;
 - d.ii use of the incorrect fuel type; and
- 1.e damage to the tyres of the Vehicle, other than by normal wear and tear.

8.2 There is also no Damage Cover for:

- 2.a the full cost of replacing or repairing any accessories supplied by Us including, but not limited to GPS units, lost keys, lockboxes, keyless start and remote-control devices; or
- 2.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:
 - b.i You;
 - b.ii Your relative, friend or associate who ordinarily resides with You or with whom You ordinarily reside;
 - b.iii any relative, friend or associate of an Authorised Driver; or
 - b.iv Your employees.

9 Breakdowns

9.1 Roadside assistance

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 (24 HR) roadside assistance is provided free of charge for breakdowns (but not for Accidents) and if the Vehicle breaks down during the Hire Period You **must** contact Us on **0427 200 030** or Facebook Messenger 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.

9.2 Assistance not covered

- 2.a We are not responsible for:
 - a.i a flat battery because the lights or entertainment system have been left on;
 - a.ii tyre changing;
 - a.iii lost keys or remote-control device; or
 - a.iv keys or remote-control device locked in the Vehicle.

Extra charges will apply if any of these services are provided at Your request.

- 2.b Roadside assistance does not apply to, and You are liable for, Damage caused by the use of the incorrect fuel type.

9.3 Consequential and other loss

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

- 3.a flights You have missed;
- 3.b holiday plans that are disrupted;
- 3.c loss or inconvenience caused by natural disasters such as floods, cyclones, hailstorms, earthquakes, bushfires, or pandemics;
- 3.d loss of enjoyment; or
- 3.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 Hire Contract. See clause 11 for further details.

10.1 Reporting an Accident or theft to Us

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 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:

- 2.a any person is injured;
- 2.b the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or
- 2.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 Steps You must take following an Accident

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

- 3.a exchange names and addresses, phone numbers and email addresses with the other driver;
- 3.b take a photo of the other driver's licence;
- 3.c take the registration numbers of all vehicles involved;
- 3.d take as many photos as is reasonable showing:
 - d.i the position of the Vehicles before they are moved for towing or salvage;
 - d.ii the Damage to the Vehicle;
 - d.iii the damage to any third party vehicle or property; and
 - d.iv the general area where the Accident occurred, including any road or traffic signs;
- 3.e obtain the names, addresses, phone numbers and email addresses of all witnesses;
- 3.f forward all third party correspondence or court documents to Us within 7 days of receipt; and
- 3.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:
 - g.i Our lawyer's office; or
 - g.ii any Court hearing.

10.4 What you must not do

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

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

11 Consequences of a Major Breach

11.1 No Damage Cover

If You or any Authorised Driver:

- 1.a commit a Major Breach of the Hire Contract in a way that causes Damage, theft of the Vehicle or Third Party Loss; or
- 1.b drive the Vehicle in a reckless manner so that a substantial breach of road safety legislation, has occurred,

You and any Authorised Driver:

- b.i have no Damage Cover;
- b.ii are liable for all Damage, theft of the Vehicle and Third Party Loss; and

- b.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 Hire Contract and take immediate possession of the Vehicle if a breach of any part of sub-clause 11.1 has occurred.

12 Privacy

IMPORTANT NOTICE

A breach of sub-clause 12.2(c) is a Major Breach of the Hire Contract. See clause 11 for further details.

12.1 Personal Information

- 1.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.
- 1.b When We collect Your personal information We will do so only for the purpose of providing hire services to You. If You choose not to provide this information to Us We may not be able to provide those hire services to You.
- 1.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.

12.2 Tracking Device

- 2.a To maintain and protect the Vehicle We may fit a Tracking Device to the Vehicle to enable Us to monitor the condition, performance and operation of the Vehicle and to track the Vehicle's movements.
- 2.b Information from the Tracking Device may be used during and after the Hire Period. When You sign the Hire Agreement You are authorising Us and consenting to the use of the Tracking Device.
- 2.c You **must not** tamper with the Tracking Device or remove it from the Vehicle.

13 Definitions and interpretation

13.1 Definitions

In these Terms and Conditions:

Accident means an unintended and unforeseen incident, including:

- 1.a a collision between the Vehicle and another vehicle or object, including animals and roadside infrastructure;
- 1.b rollovers; and
- 1.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 Hire Agreement prior to the Start of the Hire.

Damage means:

- 1.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;
- 1.b towing and salvage costs;
- 1.c assessing fees; and
- 1.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 of \$3,500, including GST, up to which You **must** pay Us in the event of an Accident where there is Third Party Loss or the Vehicle has been stolen and not recovered.

End of the Hire means the date and time shown in the Hire Agreement or the date and time the Vehicle is returned to Us, whichever is the later.

Hire 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 Hire Agreement.

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

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

Island Car Hire, King Island Classic Car Hire, We, Us, Our, means KI Classics Pty Ltd ACN 660 588 143 as trustee for the KI Classics Unit Trust ABN 16 725 504 515 trading as Island Car Hire and King Island Classic Car Hire.

Loss of Use means Our loss calculated on a daily basis at the daily rate shown in the Hire 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:

- 1.a clauses 2 (all parts); 3 (all parts); 4 (all parts); sub-clauses 5.5, 5.6, 5.7, or 5.8 that causes Damage, theft of the Vehicle or Third Party Loss;
- 1.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; or
- 1.c sub-clause 12.2(c).

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:

- 1.a Damage to the Vehicle; or
- 1.b Third Party Loss,

caused by:

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;

objects being placed on the roof of the Vehicle; or

You or any person standing or sitting on the roof of the Vehicle.

Security Bond means the amount shown on the Hire Agreement We collect from You at the Start of the Hire as security for the Hire Charges and other fees and charges incurred during Your hire and the amount is fully refundable subject to sub-clause 5.2.

Single Vehicle Accident means a collision between the Vehicle and another object when no other moving vehicle is involved and includes impacts with animals, roadside infrastructure, buildings, rollovers and impacts with any stationary object including other parked vehicles.

Single Vehicle Accident Excess means the amount of \$2,500, including GST, You **must** pay in the event there is a Single Vehicle Accident that causes Damage to the Vehicle.

Start of the Hire means the date and time that the hire commences as shown in the Hire 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.

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 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 Hire Agreement and includes its parts, tools, components and accessories, including the GPS unit (if fitted) and includes any replacement Vehicle.

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 Hire Agreement.

Interpretation

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

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

I have read and agree to be bound by these Terms and Conditions.			
Hirer signature		Date	
Authorised driver signature		Date	

Additional authorised driver signature/s:

Date:

For the Hire Period Commencing:

The Hire Station is the Island Car Hire/King Island Classic Car Hire signposted parking area located at King Island Airport, 102 Morrison Ave, Loorana TAS 7256 unless otherwise stated.