1. Introduction:

1.1 When You rent a Vehicle from Us the contract (Rental Contract) You have with Us consists of two separate documents.They are: (a)the agreement (Rental Agreement You have signed to rent the Vehicle from Us; and (b)these Rental Terms and Conditions (Terms and Conditions).

1.2 The date of the Rental Contract is the date shown in the Rental Agreement.

2. Who can drive the Vehicle?

2.1 Only You or an Authorised Driver can drive the Vehicle.

2.2 It is a Major Breach of the Rental Contract if You or an Authorised Driver let anyone who is unauthorised drive the Vehicle. If there is a Major Breach of the Rental Contract there is no cover for You, the Authorised Driver or the unauthorised driver for any Damage, theft of the Vehicle or Third Party Loss.

2.3 We set a minimum and maximum age limits 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 those restrictions before the Start of the Rental and it is shown in the Rental Agreement.

2.4 You and any Authorised Driver must also have a valid licence to drive the class of Vehicle which is issued in an Australian state or territory or an international licence (with a translation into English if it is not issued in English) appropriate for the class of the Vehicle and not subject to any restriction or condition. Learner drivers and provisional and probationary licence holders are not acceptable and must not drive the Vehicle.

2.5 The Vehicle must not be driven if Your licence or the licence of any Authorised Driver has been cancelled or suspended within 2 years of the date of the Rental Agreement.

3. Prohibited use

3.1 The Vehicle must not be driven by You or any Authorised Driver: (a) if You or any Authorised Driver is intoxicated or under the influence of drugs or alcohol or has a blood alcohol content or any urine or oral fluid sample that exceeds the limit set by law; (b) recklessly or dangerously; or (c) whilst the Vehicle is damaged or unsafe.

3.2 You and any Authorised Driver must not: (a) fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment; or (b) use the Vehicle: (i) for any illegal purpose; (ii) to move dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes; (iii) to propel or tow another vehicle; (iv) in connection with the motor trade for experiments, tests, trials or demonstration purposes; or (v) in an unsafe or un-roadworthy condition.

3.3 You and any Authorised Driver must not: (a) damage the Vehicle deliberately or recklessly or allow anyone else to do so; (b) modify the Vehicle in any way; (c) sell, rent, lease or dispose of the Vehicle; or (d) register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009.

3.4 You and any Authorised Driver must not use the Vehicle to carry: (a) passengers for hire, fare or reward or for rideshare purposes; or (b) more than the number of passengers for which the Vehicle is licensed.

3.5 You and any Authorised Driver must not: (a) use the Vehicle to transport any pets or animals except assistance animals; or (b) smoke in the Vehicle and You must prevent any passenger from doing so. Additional cleaning and deodorising costs must be paid if there is a breach of this clause.

4. Where the Vehicle can and cannot be used

4.1 The Vehicle must never be driven: (a) on an Unsealed Road; (b) Off road; or (c) above the snow line between 1 May and 31 October.

4.2 The Vehicle must not be driven or used in any area that is prohibited by Us. Prohibited areas include: (a) roads that are prone to flooding or are flooded; (b) beaches, streams, rivers, creeks, 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: (a) outside a radius of 100 kilometres from the Rental Location; or (b) onto any island that is off mainland Australia, unless We have given Our prior written permission prior to the Start of the Rental and it is noted on the Rental Agreement.

5. Your obligations

5.1 At the Start of the Rental and before collecting the Vehicle We must pay: (a) the anticipated Rental Charges; and (b) the Bond.

5.2 The Bond is fully refundable to You at the End of the Rental provided that: (a) all amounts due to Us under the Rental Contract have been paid; (b) the Vehicle has been returned to the Rental Location at the date and time set in the Rental Agreement; (c) there is no Damage or Third Party Loss; (d) the exterior and interior of the Vehicle are clean; (e) the Vehicle has a full tank of fuel; and (f) there has not been a Major Breach of the Rental Contract, and We reserve the right to retain all or part of the Bond if there is a breach of any of these conditions.

5.3 At the Start of the Rental You must inspect the Vehicle to make sure that any pre-existing damage is noted and shown in the Rental Agreement.

5.4 At the End of the Rental You must: (a) return the Vehicle in the same condition it was in at the Start of the Rental, fair wear and tear excepted; (b) pay the balance Rental Charges, including any adjustment for extra kilometres; (c) pay the Liability Waiver if there is Damage or Third Party Loss as a result of an Accident or the Vehicle is stolen; (d) pay any costs We incur, including extra cleaning costs under clause 3.5, in reinstating the Vehicle to the same condition it was in at the Start of the Rental, fair wear and tear excepted; (e) pay for all Damage arising from a Major Breach of the Rental Contract; (f) pay for all Overhead Damage; (g) pay for all Underbody Damage; and (h) pay for all Damage caused by the immersion of the Vehicle in water.

5.5 You and any Authorised Driver must pay all tolls, speeding and traffic fines and infringements as well as any fines or charges imposed for parking or using the Vehicle or release of the Vehicle if it has been seized by a regulatory authority.

5.6 If We pay for any tolls, fines or infringements incurred by You during the Rental Period We will charge You an Administrative Fee for all such payments as well as charging You for the toll, fine or infringement.

5.7 You must comply with all mandatory 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;

5.8 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.

5.9 You and any Authorised Driver must take reasonable care of the Vehicle by: (a) preventing it from being damaged; (b) making sure that it is protected from the weather; (c) maintaining the engine and brake oils and coolant level and tyre pressures and if the Rental Period is seven days or more by checking these no less than on a weekly basis; (d) using the correct fuel type; and (e) making sure it is not overloaded.

5.10 If the Vehicle develops a fault during the Rental Period: (a) You must inform Us immediately: (b) You must not drive the Vehicle unless We have authorised You to do so; and (c) You must not let anyone else repair or work on the Vehicle or tow or salvage of it without Our prior written authority to do so.

5.11 Where We have given You Our prior authority to repair, tow or salvage the Vehicle You must keep and produce to Us the original tax invoices and receipts for any repairs, towing or salvage and You will be reimbursed only if these expenses have been authorised by Us, Any entitlement to reimbursement is subject to there being no Major Breach of the Rental Contract.

6. Our obligations

6.1 We will provide You with a Vehicle that is of acceptable quality and in good working order taking into account the age of the Vehicle.

6.2 If the Vehicle breaks down during the Rental Period because of Our negligence We will recover and repair the Vehicle as soon as possible. If the Vehicle cannot be repaired We will use Our best endeavours to provide a replacement Vehicle where one is available.

6.3 We are not responsible for any consequential loss You may suffer if the Vehicle breaks down unless this is because of Our negligence.

7. Damage Cover

7.1 Damage Cover is included in the Rental Charges.

7.2 Subject to these Terms and Conditions: (a) if You or any Authorised Driver has an Accident in which there is: (i) Damage to the Vehicle; or (ii) Third Party Loss; or (b) if the Vehicle is stolen, We will indemnify You and the Authorised Driver for the Damage, theft, or Third Party Loss but You must pay an amount up to the Liability Waiver for each Accident or theft claim unless We agree that You were not at fault and the other party's insurance company accepts liability.

7.3 There is no Damage Cover if the Vehicle is driven by any person who is less than 21 or more than 75 years of age and allowing anyone who is less than 21 or more than 75 to drive the Vehicle is a Major Breach of the Rental Contract.

7.4 There is no Damage Cover, and You and any Authorised Driver are liable for Damage or Third Party Loss arising from: (a) a Major Breach of the Rental Contract; or (b) the use of the Vehicle by any driver who is not an Authorised Driver; (c) Overhead Damage; (d) Underbody Damage; and (e) Damage caused by immersion of the Vehicle in water.

7.5 There is no Damage Cover for 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: (a) You; (b) any relative, friend or associate of Yours ordinarily residing with You or with whom You ordinarily reside; (c) any relative, friend or associate of an Authorised Driver; or (d) Your employees.

8. Using a Toll Road

8.1 Customer can use own e-tag if using toll roads and pay for all tolls used during hire period.

if no e-tag is used by the driver and by signing this rental agreement the driver agrees with Tolls and Fees" means all Road Tolls and Fees and any other Traffic fines payments, amounts or charges referred to in the MFA Motorways (Australia) Pty Ltd (trading as eFleetPass) ABN 58 161 462 11 Terms and Conditions will be charge to your payment /debit or credit card details provided for the rental period as well a service fee of $3.30 per day only on road toll travel days-
see http://efleetpass.com.au/tolls / http://efleetpass.com.au/privacy-policy

9. Rental Period, costs and charges

9.1 The Rental Agreement shows: (a) the Rental Period for which You have rented the Vehicle; and (b) the Rental Charges.

9.2 At the End of the Rental You must return the Vehicle on the date and by the time shown in the Rental Agreement. If You require the Vehicle for longer than the Rental Period, You must notify Us at least 24 hours prior to the expiration of the Rental Period. If You fail to request an extension and You do not return the Vehicle at the scheduled time We may terminate the Rental Contract and 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.

9.3 If You return the Vehicle: (a) more than one hour after the time set for its return in the Rental Agreement We will charge You $25 per hour up to one full day's rental 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 (b) at any time other than during Our normal business hours You must pay for the daily Rental Charges and all Damage until the Rental Location next opens for business.

9.4 At the End of the Rental You must also pay for all amounts owing pursuant to clause 5.4 and any moneys owed to Us thereafter accrue interest at the rate of 10% per annum commencing 14 days after the End of the Rental. Any amount payable under the Rental Contract is subject to subsequent verification and adjustment and details of any adjustments will be provided to You as soon as practicable. If any amount is due to Us or remains unpaid You authorise Us to debit Your credit card with that amount within a reasonable time after the End of the Rental.

9.5 If You default in the payment of any moneys owed to Us under the Rental Contract, 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.

9.6 Cancellation If: (a) Your booking is cancelled within 48 hours prior to the Start of the Rental; or (b) You fail to notify Us of Your intended cancellation prior to the Start of the Rental, You will be charged the rental charges for the Rental Period as booked unless We are able to rent the Vehicle to another renter for an equivalent term and rate.

10. Accidents or breakdowns

10.1 If You or an Authorised Driver has an Accident or if the Vehicle is stolen You must report the Accident or theft to Us within 24 hours of it occurring and fully complete an Accident/Theft report form.

10.3 If the Vehicle is stolen or if You or an Authorised Driver of the Vehicle has an Accident where: (a) any person is injured; (b) the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or (c) the other party appears to be under the influence of drugs or alcohol, You or the Authorised Driver must also report the theft or Accident to the Police.

10.4 If You or an Authorised Driver has an Accident You and the Authorised Driver must: (a) exchange names and addresses and telephone numbers with the other driver; (b) take the registration numbers of all vehicles involved; (c) take as many photos as is reasonable showing: (i) the position of the Vehicles before they are moved for towing or salvage; (ii) the Damage to the Vehicle; (iii) the damage to any third party vehicle or property; and (iv) the general area where the Accident occurred, including any road or traffic signs; (d) not make any admission of fault or promise to pay the other party's claim or release the other party from any liability; (e) forward all third party correspondence or court documents to Us within 7 days of receipt; and (f) 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 Our lawyer's office or any Court hearing.

11. Consequences of a Major Breach of the Rental Contract.

11.1 If You or any Authorised Driver: (a) commit a Major Breach of the Rental Contract in a way that causes Damage, theft of the Vehicle or Third Party Loss; or (b) drive the Vehicle in a reckless manner so that a substantial breach of road safety legislation, including the Crimes Act 1900 (NSW) or equivalent legislation in other states (where You have Our prior permission to take the Vehicle interstate), has occurred,You and any Authorised Driver: (i) have no Damage Cover; (ii) are liable for all Damage, theft of the Vehicle and Third Party Loss; and (iii) are liable for and must pay any additional costs or expenses We incur as direct consequence thereof.

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

12. Other general provisions.

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

12.2 The Australian Consumer Law provides You with rights that are not affected by the Rental Contract and any provision in this contract is subject to the implied terms and conditions of that and any corresponding Federal or State legislation.

12.3 We may fit a GPS Device to the Vehicle to enable Us to track the Vehicle while it is out of Our possession. When you sign these Terms and Conditions You authorise Us to use the GPS Device to track the Vehicle until it is returned to Us.

Definitions

Accident	means an unintended and unforeseen incident, including: (a) a collision between the Vehicle and another vehicle or object; or (b) a weather event, including hail Damage, that results in Damage or Third Party Loss.
Administrative Fee	means a fee of up to $55 including GST for the administrative costs associated with Your rental.
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.
Bond	means the amount of up to $300 as 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.
Damage	means: (a) any damage to the Vehicle including its parts, components and accessories that is not fair wear and tear; (b) towing and salvage costs; (c) assessing fees; and (d) Loss of Use, and for the removal of doubt, any Damage to the windscreen, headlights, lights or tyres that makes the Vehicle unroadworthy is not fair wear and tear.
Liability Waiver	means the amount, including GST, up to which You must pay Us in the event of an Accident that causes Damage or Third Party Loss or the Vehicle has been stolen.
End of Rental	means the date and time shown in the Rental Agreement or the date and time the Vehicle is returned to Us, whichever is the later.
GPS Device	means a GPS or other device that is fitted to the Vehicle that has electronic tracking capabilities.
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 clauses, 2.1, 2.3, 2.4, 2.5, 3.1, 3.2, 3.3, 4.1, 4.2, 4.3, 5.8, 5.9 or 5.10 that causes Damage, theft of the Vehicle or Third Party Loss.
Off Road	means any area that is not a sealed road or an 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) damage at or above the level of the top of the front windscreen of the Vehicle; or (b) Third Party Loss, caused by: (i) contact between the part of the Vehicle that is at or above the level of the top of the front windscreen with objects overhanging or obstructing its path; (ii) objects being placed on the roof of the Vehicle; or (iii) You or any person standing or sitting on the roof of the Vehicle.
Rental Charges	means the charges payable for renting the Vehicle from Us together with GST and any other taxes or levies which are all fully set out in the Rental Agreement.
Rental Location	means 18 Solander Road, Kings Langley NSW 2148.
Rental Period	means the period commencing at the time shown in the Rental Agreement and concluding at the End of the Rental.
Unsealed Road	means a road 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, components and accessories, including the GPS unit
We, Us, Our	means Muktanand Pty Ltd trading as Low Cost Rental ABN 54 623 107 077.
You, Your	means the person, whether it is an individual, a firm or company that rents the Vehicle from Us and whose name is shown in the Rental Agreement.