

Rental Terms

These Rental Terms, together with any Rental Form provided to a Customer, set out the agreement (this **Agreement**) under the terms of which the Customer or the company which the Customer represents (the **Customer, you, your**) will rent the Vehicle from 2ND Option Pty. Ltd. Operating under the business name Turn Right ABN 86 611 918 702 (**Turn Right, us, our**).

the last 5 years; and

(D) has the legal capacity to enter into this Agreement.

(e) In the event of any inconsistency between these Rental Terms and any Rental Form, the clauses of these Rental Terms will prevail to the extent of such inconsistency, except for any terms in the 'Special Conditions' within a Rental Form, which will prevail over the Rental Terms to the extent of any inconsistency.

1 RENTAL FORM, THIS AGREEMENT

- (a) These Rental Terms will apply to all the Customer's dealings with Turn Right, including being incorporated in all agreements, quotations or orders under which Turn Right is to rent a Vehicle to the Customer (each a '**Rental Form**') together with any additional terms included in a such Rental Form (provided such additional terms are recorded in writing).
- (b) The Customer will be taken to have accepted this Agreement if:
 - (i) the Customer accepts a Rental Form; or
 - (ii) if the Customer orders, accepts or pays for any vehicle provided by Turn Right after receiving or becoming aware of this Agreement.
- (c) Turn Right does not allow drivers under the age of 21 to hire the Vehicle (or otherwise drive the Vehicle).
- (d) By accepting this Agreement, the Customer acknowledges and warrants that:
 - (i) the Customer has read, understood and agree to these Rental Terms; and
 - (ii) the Customer:
 - (A) has a valid driver's licence of a licence class that permits the Customer to drive the Vehicle;
 - (B) will provide copies of the Customer's valid driver's licence/s and the Original Vehicle's registration documentation (if applicable) to Turn Right before renting any Vehicle;
 - (C) has not been convicted of an alcohol or drug related traffic offence or had a licence suspension in

2 RENTAL

- (a) Turn Right rents to the Customer and the Customer accepts from Turn Right the rental of the Vehicle upon and subject to the provisions of this Agreement.
- (b) Turn Right rents the Vehicle to the Customer on the terms of this Agreement in consideration for the Customer's acceptance of the terms of this Agreement, including the Customer's agreement to pay any fees that become payable under this Agreement.

3 ACCIDENT, APPROVAL AND CUSTOMER OBLIGATIONS AND WARRANTIES

This clause **Error! Reference source not found.** will apply where the Rental Form states that the Vehicle is an Accident Replacement Vehicle.

3.1 ACCIDENT AND THIRD PARTY INSURANCE

- (a) Turn Right provides the Vehicle on the terms of this Agreement on the basis that each of the following statements are true, and the following are each conditions precedent to Turn Right providing the Customer with the Vehicle on the terms of this Agreement:
 - (i) The Customer was involved in a motor vehicle accident (**Accident**) in which a third party was at fault (**Third Party at Fault**).
 - (ii) The Customer owns the motor vehicle that was involved in the Accident (**Original Vehicle**) and the Original Vehicle was registered at the time of the Accident.
 - (iii) The Third Party at Fault's insurance provider (**Third Party Insurance Provider**) will cover the damage to the Original Vehicle that arose out of the Accident.



	(iv)	The Third Party Insurance Provider will cover the Customer for the cost of a hire car while the Original Vehicle is being repaired (Hire Car Claim).			requests for the purpose of enabling Turn Right to provide the Vehicle, decide whether to issue Approval or liaise with the Third Party Insurance Provider.
	(v)	The Customer is authorised to make a Hire Car Claim from the Third Party Insurance Provider.		(b)	The Customer must not:
	(vi)	The Customer only requires rental of the Vehicle for the period during which the Original Vehicle undergoes repair.		(i)	at any time, breach any applicable laws, rules and regulations (including any applicable privacy laws and any relevant industry codes) (Laws), or cause Turn Right to breach any Laws, including in using the Vehicle or requesting the Vehicle; or
(b)		The Customer:		(ii)	do anything which may void the Third Party at Fault's insurance policy with the Third Party Insurance Provider.
	(i)	authorises Turn Right to act on their behalf in relation to the Hire Car Claim; and		(c)	The Customer acknowledges and agrees that their compliance with clause 3.3(a) may be a condition precedent to Turn Right providing the Customer with the Vehicle.
	(ii)	warrants that it will not make a separate Hire Car Claim to the Third Party Insurance Provider.			
(c)		The Customer acknowledges and agrees that if any of the conditions precedent in clause 3.1(a) are not satisfied then:			
	(i)	Turn Right will be under no obligation to provide the Customer with the Vehicle under the terms of this Agreement; and	4		PAYMENT
	(ii)	if the Customer has received a Vehicle, then the Customer must pay to Turn Right an amount equal to Turn Right's standard fees for renting the Vehicle for the Rental Term (Rental Fees), on invoice to the Customer by Turn Right.	4.1		FEES
					The Customer must pay the Fees to Turn Right, in the amounts and at the times set out in the Rental Form or as otherwise agreed in writing.
			4.2		RENTAL FEE
					Without limiting any other clause in this Agreement, the Customer will not be charged Fees for rental of the Vehicle (not excluding additional or auxiliary charges), provided that Turn Right can recover rental fees from the Third Party Insurance Provider.
3.2		APPROVAL		4.3	TIME FOR PAYMENT
	(a)	After the Customer submits a request to rent the Vehicle, Turn Right will conduct an approval process to determine whether the Customer is eligible to rent the Vehicle, in Turn Right's absolute discretion (Approval).			Unless otherwise agreed in writing, if Turn Right issues an invoice to the Customer for any Fee, payment must be made by the time(s) specified in such invoice.
	(b)	The Customer warrants that all statements they make in the Approval application process are accurate, true, complete and free of errors.		4.4	PAYMENT METHOD
					The Customer must pay Fees using the fee payment method specified in the Rental Form.
				4.5	ONLINE PAYMENT PARTNER
3.3		CUSTOMER OBLIGATIONS			Turn Right may process payments using an online payment partner (Online Payment Partner). In addition to this Agreement, the Customer's hire of the Vehicle will be subject to the terms and the privacy policy of the Online Payment Partner, including any 'no refunds' or 'disputes' policies, available on the Online Payment Partner's website.
	(a)	The Customer must:		4.6	GST ON HIRE CHARGES
	(i)	promptly provide Turn Right with all documentation, information and assistance reasonably required for Turn Right to decide whether to issue Approval, provide the Vehicle, or liaise with the Third Party Insurance Provider; and			Unless otherwise indicated, amounts stated in a Rental Form do not include GST. In relation to any GST payable for a taxable supply by Turn Right,
	(ii)	promptly liaise with Turn Right as it reasonably			

- the Customer must pay the GST subject to Turn Right providing a tax invoice.
- 4.7 **BUSINESS USE AND GST LIABILITY**
- Where the Customer declares or is deemed to be using the Vehicle for business purposes, and is registered for GST, the Customer acknowledges and agrees that they may be personally liable for the GST component of any hire charges if such GST is not recoverable from an insurer or third party. In such cases, the Customer agrees to pay the GST component directly to Turn Right.
- 4.8 **AUTHORITY TO CHARGE CARD**
- The Customer authorises Turn Right to charge any amounts payable under this Agreement, including but not limited to Hire Fees, GST, excess, tolls, traffic or parking fines, cleaning fees, fuel charges, and credit or debit card surcharges, to the payment method provided at the time of booking or hire.
- 4.9 **CARD SURCHARGES**
- Turn Right reserves the right to charge credit card surcharges in the event payments are made using a credit, debit or charge card (including Visa, MasterCard or American Express).
- 4.10 **CREDIT CARD STORAGE**
- The Customer authorises Turn Right to store the Customer's credit card details for use at a later date if required in relation to any additional charges set out in this Agreement or loss or damage to the Vehicle caused or contributed to by the Customer.

5 VEHICLE USE

- 5.1 **PICK-UP AND RETURN**
- (a) This clause **Error! Reference source not found.** will apply where the Rental Form states that Turn Right will not deliver and collect the Vehicle.
- (b) Turn Right will leave the Vehicle at the Pick Up Address on the Start Date for the Customer to collect at the time of signing this Agreement.
- (c) Subject to clause 17, the Customer must, before 5:00pm AEST/AEDT on the Return Date, return the Vehicle to Turn Right at the Return Address in the same condition as it was in on the Start Date.
- (d) For the purposes of this clause, 'same condition' means the same state (excluding ordinary wear and tear) and complete with all the tools, tyres, accessories and Vehicle and in the same state of cleanliness as the Vehicle was on Start Date.
- (e) If the Customer does not return the Vehicle to the Return Address before 5:00pm AEST/AEDT on the Return Date, the Customer must promptly pay the Late Charge for each 24 hour period after the Return Date during which the Vehicle has not been returned to Turn Right.

5.2 DELIVERY AND COLLECTION

- (a) This clause 5.2 will apply where the Rental Form states that Turn Right will deliver and collect the Vehicle.
- (b) Turn Right will deliver the Vehicle to the Delivery Address on the Start Date.
- (c) Subject to clause 17, the Customer must ensure that the Vehicle is available for collection from the Collection Address at the Return Time on the Return Date in the same condition as it was on the Start Date.
- (d) For the purposes of this clause, 'same condition' means the same state (excluding ordinary wear and tear) and complete with all the tools, tyres, accessories and Vehicle and in the same state of cleanliness as the Vehicle was on Start Date.
- (e) If the Vehicle is not available for collection on the Return Date at the Collection Address at the Return Time, the Customer must promptly pay the Late Charge for each 24 hour period after the Return Date during which the Vehicle is not made available to Turn Right.

5.3 VEHICLE INSPECTION REPORT

- (a) On pick up of the Vehicle, Turn Right will inspect the vehicle and note any existing damage to the Vehicle on the Vehicle Inspection Report. The Customer will then have an opportunity to inspect the Vehicle and will be provided with the Vehicle Inspection Report to review. The Customer may note any other existing damage to the Vehicle before signing the Vehicle Inspection Report.
- (b) If the Vehicle is inspected in poor light or bad weather, the Customer may notify Turn Right of any further damage to the Vehicle up to 60 minutes after the time the Vehicle leaves the Pick Up Address.
- (c) By signing the Vehicle Inspection Report, the Customer acknowledges and agrees that:
- (i) the Customer has inspected the Vehicle prior to first using the Vehicle;
- (ii) all scratches, scuffs and any other marks or damage to the Vehicle recorded on the images on the Vehicle Inspection Report are correct and complete;
- (iii) the images on the Vehicle Inspection Report are a guide only and may not be a true representation of the Vehicle but the marks or damage to the Vehicle recorded on the images do nevertheless, correctly and completely reflect the marks or damage to the Vehicle; and



- (iv) the Vehicle is rented out to the Customer in the condition as set out in the Vehicle Inspection Report.
- (d) Turn Right will inspect the Vehicle as soon as it has been returned. If, the Vehicle has any scratches, scuffs or any other marks or damage not recorded on the Vehicle Inspection Report (fair wear and tear excepted) (**New Damage**), Turn Right will provide:
- (i) notice of the New Damage to the Customer;
- (ii) a photo of the New Damage to the Customer; and
- (iii) an itemised estimate of the cost of repairing the New Damage.
- (e) The Customer is liable for and agrees to pay for the cost to repair the New Damage.
- 5.4 USE
- (a) The Customer must ensure that the Vehicle is only used:
- (i) in a proper and skilful manner, by either the Customer or an Additional Driver;
- (ii) in accordance with the Vehicle manufacturer's requirements, recommendations and instruction manuals; and
- (iii) in accordance with all Laws, rules and regulations applicable to the Vehicle and its use.
- (b) The Customer must not, and must not allow any third party to:
- (i) drive the Vehicle for more than 100km per day of the Rental Term (driving for more than 100km per day will incur a fee as set out in the Rental Form);
- (ii) drive the Vehicle in a Restricted Area without Turn Right's prior written consent;
- (iii) use the Vehicle for any dangerous or illegal purpose, contest or performance test;
- (iv) allow any person except the Customer and, if applicable, any Additional Drivers to operate the Vehicle;
- (v) use, or allow the Vehicle to be used, while the driver is impaired by a physical or mental health condition or under the influence of alcohol or drugs including any medication which may
- impair a person's ability to safely use a Vehicle;
- (vi) smoke in the Vehicle – smoking is expressly prohibited, and if Turn Right becomes aware that you have smoked in the Vehicle, you will be charged the Smoking Cleaning Fee;
- (vii) use the Vehicle, or allow the Vehicle to be used, when it is damaged or unsafe;
- (viii) drive the Vehicle on an unsealed road, with the exception of access roads made of gravel, if they are no longer than 50 metres in length and if the speed of the Vehicle on such roads does not exceed 10 kilometres per hour;
- (ix) make any alterations to the Vehicle;
- (x) affix or install any accessories, equipment or device on or to the Vehicle without Turn Right's prior written consent; or
- (xi) use the Vehicle for the conveyance or towing of any load unless the Customer receives Turn Right's prior written consent and the load is correctly loaded and secured and not in excess of that for which the Vehicle was manufactured.
- (c) The Customer must:
- (i) keep any records in relation to the use of the Vehicle reasonably required by Turn Right, as notified to the Customer from time to time; and
- (ii) when the Vehicle is unattended, keep it locked and keep the keys under the Customer's, or if applicable, the Additional Driver's control at all times.
- 5.5 CLEANLINESS
- (a) The Customer acknowledges that the Vehicle is rented out to the Customer in a clean condition. The Customer must return the Vehicle in the same state of cleanliness (inside and out) it was in on the Start Date (**Clean**). If the Vehicle is not Clean upon return, a Cleaning Fee or Extensive Cleaning Fee (as the case may be) will apply as set out in the Rental Form or otherwise provided to the Customer by Turn Right (**together, the Flat Cleaning Fees**).



- (b) The Cleaning Fee charged to the Customer will be Turn Right's reasonable costs of ensuring the returned Vehicle is Clean, as reasonably determined by Turn Right and which may exceed either Flat Cleaning Fees.
- (c) Without limiting any other clause in this Agreement, if the returned Vehicle is not Clean, Turn Right may charge the Customer one of the Flat Cleaning Fees, being:
 - (i) if the Vehicle requires a standard clean (e.g. if there is excessive dirt in the Vehicle), the Standard Cleaning Fee; and
 - (ii) if the Vehicle requires extensive cleaning or detailing (e.g. if there are stains on upholstery), the Extensive Cleaning Fee.
- (d) The Customer is responsible for removing all personal items and/or food from the Vehicle prior to returning it. Turn Right has no responsibility for any personal items that are in the Vehicle upon return.

5.6 **USERS**

- The Customer agrees:
- (a) to ensure that any user of the Vehicle will at all times be qualified and appropriately trained and licenced to use the Vehicle; and
 - (b) that they are responsible for the acts and omissions of any other person they allow to use the Vehicle.

5.7 **LICENCE**

- The Customer warrants that:
- (a) they have a full Australian driver licence, and each Additional Driver has a full Australian licence (not a learner or provisional driver licence, or overseas licence); and
 - (b) no person may use the Vehicle without a full Australian driver licence, without express written permission from Turn Right.

6 **BREAKDOWNS**

- (a) If the Vehicle breaks down during the Rental Term, or otherwise in the possession of the Customer or any Additional Driver, then:
 - (i) the Customer must immediately notify us of the breakdown;
 - (ii) the Customer must not attempt to use the Vehicle; and
 - (iii) after we receive the Customer's notification, we may arrange for the Vehicle to be towed to the closest repair centre or

- contact roadside assistance.
- (b) If the Vehicle breakdown was not caused or contributed to by a breach of this agreement, or otherwise caused or contributed to by the Customer, or any Additional Driver, then:
 - (i) if repairs cannot be completed within a reasonable time, we will endeavour to replace the Customer's Vehicle with a similar model and, if such a replacement is not possible, we will provide the Customer with a refund to the value of the remainder of the Rental Term; and
 - (ii) any refund under this clause is not an admittance of fault by Turn Right.

7 **ACCIDENTS**

If the Vehicle is involved in a road accident or claim during the Rental Term, or if damage or loss is sustained to the Vehicle or the property of any third party in connection with the Vehicle, the Customer must:

- (a) promptly report the incident to the local police (if required by Law);
- (b) report the incident in writing to Turn Right within 24 hours;
- (c) not, without Turn Right's prior written consent, make or give any offer, promise of payment, settlement, waiver, release or admission of liability in relation to the incident, except as required by Law;
- (d) permit Turn Right or an insurer to bring, defend, enforce or settle any legal proceedings in the Customer's name in relation to the incident; and
- (e) provide to Turn Right, within a reasonable time, any statement, information or assistance which Turn Right or an insurer requests, including by attending a lawyer's office or a court to give evidence.

8 **LOSS, DAMAGE AND PERSONAL INJURY**

- The Customer will be fully responsible to Turn Right for:
- (a) any loss or damage to the Vehicle during the Rental Term, or otherwise when the Vehicle is in the Customer's or an Additional Driver's possession, notwithstanding whether the loss or damage was the Customer's/Additional Driver's fault, and must give reasonable notice to Turn Right in writing of any such loss or damage; and
 - (b) all personal injury or damage to the property of any person or any other vehicle which is caused or contributed to by the Vehicle during the Rental Term, or otherwise when the Vehicle is



in the Customer's or an Additional Driver's possession.

9 INSURANCE AND EXCESS REDUCTION

- (a) The Customer acknowledges that Turn Right will have no obligations or requirements to insure the Customer's, or any Additional Driver's, use of the Vehicle under this Agreement.
- (b) Turn Right reserves the right to apply any insurance policy it does hold in respect of the Vehicle during the Rental Term, to damage or loss caused or contributed to by the Customer, however Turn Right is under no obligation to. If Turn Right chooses to make a claim under an applicable insurance policy in accordance with this clause in respect of any damage or loss during the Rental Term, the Customer will be required to pay any excess payable by Turn Right in respect of such a claim.
- (c) The Customer acknowledges and agrees use of the Vehicle in a Restricted Area without Turn Right's prior written consent will result in any insurance policy that Turn Right holds in respect of the Vehicle during the Hire Term being voided.
- (d) If an Excess Reduction Charge is set out in the Rental Form, and the Customer pays this amount to Turn Right before the Start Date, then the excess payable under clause 9(b) will be limited to the amount set out in the Rental Form.
- (e) Even if an Excess Reduction Charge is specified in the Rental Form, the Customer's liability in relation to the Vehicle will only be reduced to the lower excess amount set out in the Rental Form, if:
 - (i) the liability was not caused or contributed to by any unlawful act or omission (including any unlawful use of the Vehicle), or a breach of this Agreement; and
 - (ii) Turn Right's relevant insurance policy covers that liability.
- (f) Subject to any insurance policy of Turn Right that covers the Customer, which Turn Right has indicated it will claim against to cover the Customer (either by accepting an Excess Reduction Charge or as otherwise agreed in writing), if the Vehicle is damaged, destroyed or stolen during the Rental Term, or otherwise while the Vehicle is in the Customer's or an Additional Driver's possession, the Customer must compensate Turn Right for any costs of repair or replacement.

10 SECURITY DEPOSIT AND CREDIT CARD AUTHORISATION

10.1 SECURITY DEPOSIT

- (a) To rent the Customer the Vehicle we require the payment of a Security Deposit as set out in the Rental Form or as otherwise specified by us, to cover any fees, damage or issues with the Vehicle (**Security Deposit**).
- (b) We may waive our right to charge the Customer a Security Deposit and instead charge additional fees in addition to any rates or daily rates applicable if the Customer does not pay a Security Deposit.
- (c) Upon return of the Vehicle, we may claim the Security Deposit against any amount owed by the Customer to us under this Agreement.
- (d) We will hold the Security Deposit for approximately two (2) weeks after the return of the Vehicle, until we are reasonably satisfied that there have not been any infringements, tolls or other costs incurred by the Customer in relation to the Vehicle (**Holding Period**). If, after the Holding Period, the Customer does not owe any amounts to Turn Right, or if the owing amounts have been claimed from the Security Deposit and there is a remaining amount, then the relevant remaining amount will be paid back to the Customer's original payment method.
- (e) For the purposes of this clause 10, any reference to the Customer includes an Additional Driver and any person the Customer or the Additional Driver allow to drive the Vehicle.

10.2 CREDIT CARD AUTHORISATION

- (a) The Customer authorises Turn Right:
 - (i) to keep the credit card details they provide as part of paying the Security Deposit (**Credit Card**) on file; and
 - (ii) to use the Credit Card to recoup any amounts owed to Turn Right within a reasonable time after the return of the Vehicle, to the extent those amounts exceed the Security Deposit.
- (b) The Customer authorises and requests that Turn Right debits payments from the Credit Card in accordance with this clause 10.
- (c) The Customer must ensure that the Credit Card has at all times available capacity to be charged any amount potentially payable under this Agreement.

11 FUEL

The Customer must:



- (a) ensure that the Vehicle has been refuelled to the Fuel Level In when it is returned to Turn Right;
- (b) on return of the Vehicle to us, if the Vehicle does not have a full tank of petrol, pay to Turn Right the costs of refuelling the Vehicle, charged at the rate set out in the Rental Form for each litre of petrol required to fill the Vehicle's tank, unless otherwise agreed in writing or notified in writing to the Customer; and
- (c) only fill the Vehicle with fuel of a type that meets the Vehicle's specifications.

12 MAINTENANCE

- (a) The Customer is responsible for the performance and cost of daily maintenance and care of the Vehicle, including daily checking of all fluids (fuel, oil, water, battery levels).
- (b) The Customer is required to regularly check the Vehicle for any defects in its operations or safety.

13 ADDITIONAL CHARGES – FINES AND TOLLS

- (a) The Customer acknowledges and agrees that:
 - (i) they will be responsible for the costs of all tolls, infringement notices and fines (e.g. tolls, parking tickets, towing fines) and any other additional charges incurred in relation to the Vehicle during the Rental Term, or otherwise when it is in the Customer's or an Additional Driver's possession (**Third Party Charges**); and
 - (ii) if any Third Party Charge is incurred by Turn Right, then Turn Right will charge the Customer:
 - (A) an amount equal to that Third Party Charge; and
 - (B) an administration fee as set out in the Rental Form, or as otherwise notified to the Customer, for the administration cost of receiving, verifying and handling the Third Party Charge.

14 PERSONAL PROPERTY

Turn Right is not liable to any person for any loss of, or damage to, personal property that is left in the Vehicle after its return to Turn Right or stolen from the Vehicle or otherwise lost or damaged during the Rental Term.

15 OWNERSHIP, POSSESSION AND TITLE

15.1 OWNERSHIP

- (a) The Vehicle is, and will at all times be and remain, the property of Turn Right, notwithstanding delivery of the Vehicle to the Customer/ Additional Driver(s) or the possession and use of the Vehicle by the Customer/Additional Driver(s).
- (b) The Customer and any Additional Driver(s) will not have any right, title or interest in or to the Vehicle except as expressly set out in this Agreement.
- (c) Turn Right reserves the right to fit all Vehicles with a GPS or other similar tracking device in order to locate the Vehicle at all times.

15.2 POSSESSION

The Customer must not (and must ensure any other user of the Vehicle does not), without Turn Right's prior written consent, part with possession of the Vehicle during the Rental Term.

15.3 ENCUMBRANCES

The Customer must not allow any Security Interest, encumbrance, charge or lien of any kind to arise or remain in relation to the Vehicle, including a repairer's lien, except if:

- (a) a repairer's lien arises, the Customer must take all necessary steps to have it removed or satisfied, or, at Turn Right's option, Turn Right may remove or satisfy the lien at the Customer's cost; and
- (b) a Security Interest, lien or charge that arises by Law in respect of unpaid rates, taxes, fees or duties of any kind, in which event the Customer must pay any money due so that the Vehicle will be free of the lien or charge.

16 PERSONAL PROPERTY SECURITIES

- (a) The Customer acknowledges and agrees that:
 - (i) Turn Right may register any security interest it has in connection with this Agreement (including any security interest over the Equipment arising out of the application of the PPSA to this Agreement) on the PPS Register; and
 - (ii) if requested by Turn Right, the Customer must immediately sign any documents, provide all necessary information and do anything else required by Turn Right to ensure



that any security interest created is perfected and to enable Turn Right to gain first priority for its security interest.

or loss of use for any period of time) and for injuries to or deaths of persons and damage to property arising in connection with such use, operation, maintenance, repair or storage.

- (b) To the fullest extent permitted by the PPSA, the Customer agrees to contract out of the application of the provisions listed in sections 115(1) and 115(7) and the sections listed therein will not apply. The Customer waives its right to receive a copy of a verification statement confirming registration of a financing statement, or a financing change statement, relating to any security interest created under this document.
- (c) In this clause:
- (i) "PPSA" means the Personal Property Securities Act 2009 (Cth) and its regulations as amended and in force from time to time;
 - (ii) "PPS Register" means the Personal Property Securities Register established under the PPSA; and
 - (iii) a term used in this clause is taken to have the meaning defined under the PPSA.
- 17 **EARLY RETURN**
- (a) Notwithstanding any other clause in this Agreement, Turn Right may demand the early return of the Vehicle to the Return Address, or retake possession of the Vehicle, if Turn Right reasonably suspects that:
- (i) damage to the Vehicle or injury to any person in connection with the Vehicle is reasonably likely; or
 - (ii) the Vehicle may be used for an unlawful purpose.
- (b) If the Customer elects to return the Vehicle to the Return Address, or otherwise Turn Right, before the Return Date, the Customer will not be entitled to any compensation, discount or refund.
- 18 **RISK, LIABILITY AND INDEMNITIES**
- 18.1 RISK
- (a) The Customer will bear all risk of loss or destruction of, or damage to, the Vehicle during the Rental Term, or otherwise when the Vehicle is in the Customer's possession.
- (b) The Customer assumes all risks and liability for the Vehicle and for its use, operation, maintenance, repair and storage (including but not limited to loss of profits, loss of revenue, consequential damage, inconvenience
- 18.2 **LIABILITY**
- (a) To the maximum extent permitted by law and subject to clause 18.2(b), the total liability of each party in respect of loss or damage sustained by the other party in connection with this agreement is limited to the amount paid by the Customer to Turn Right in the 3 months preceding the date of the event giving rise to the relevant liability.
- (b) Clause 18.2(a) does not apply to the Customer's liability in respect of loss or damage sustained by Turn Right arising from the Customer's breach of:
- (i) clause 7 (Accidents);
 - (ii) clause 8 (Loss, Damage and Personal Injury);
 - (iii) clause 11 (Fuel);
 - (iv) clause 12 (Maintenance); or
 - (v) clause 13 (Additional Charges – Fines and Tolls).
- 18.3 **CONSEQUENTIAL LOSS**
- To the maximum extent permitted by law, neither party will be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue in connection with this agreement or any goods or services provided by Turn Right, except:
- (a) in relation to a party's liability for fraud, personal injury, death or loss or damage to tangible property; or
 - (b) to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth).
- 19 **WARRANTIES**
- (a) To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this agreement are excluded.
- (b) Nothing in this agreement is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, the Client may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services provided.



20 TERMINATION

20.1 TERMINATION BY TURN RIGHT

- (a) Turn Right may terminate this Agreement in whole or in part by written notice to the Customer.
- (b) Turn Right may terminate this Agreement in whole or in part immediately by written notice to the Customer if the Customer is in breach of any term of this Agreement.

21.2

BUSINESS DAYS

If the day on which any act is to be done under this agreement is a day other than a Business Day, that act must be done on or by the immediately following Business Day except where this agreement expressly specifies otherwise.

21.3

AMENDMENTS

This agreement may only be amended in accordance with a written agreement between the parties.

20.2 TERMINATION BY THE CUSTOMER

- (a) The Customer may terminate this Agreement in whole or in part by written notice to Turn Right. If the notice under this clause 20.2(a) is:
 - (i) 10 Business Days or more prior to the Start Date, Turn Right will provide the Customer with a full refund of any Fees paid;
 - (ii) less than 10 Business Days prior to the Start Date, Turn Right will provide the Customer with a full refund of the Fees paid, minus the Cancellation Fee; or
 - (iii) after the Start Date, the Customer will not be entitled to any refund, unless the Vehicle is not of an acceptable quality in accordance with the ACL.
- (b) The Customer may terminate this Agreement by written notice to Turn Right if Turn Right breaches a term of this Agreement and has not remedied such breach within 10 Business Days of receiving notice of the breach from the Customer.

21.4

WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

21.5

SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

21.6

JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

21.7

ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

21.8

COUNTERPARTS

This agreement may be executed in any number of counterparts. Each counterpart constitutes an original of this agreement and all together constitute one agreement.

20.3 EFFECT OF TERMINATION

Upon termination of this agreement, each party must:

- (a) pay any payments required by Turn Right in respect of the period of the Rental Term prior to the date of termination; and
- (b) subject to any contrary direction in writing given by Turn Right, deliver the Vehicle and any other goods included in a Rental Form (such as Equipment) to the Return Address; and
- (c) comply with all obligations that are by their nature intended to survive the end of this agreement.

21.9

COSTS

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

21.10

ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

21 GENERAL

22

DEFINITIONS

21.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in New South Wales, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any

In addition to capitalised terms defined in the Rental Form, capitalised terms used in this Agreement will have the following meanings:

Term	Meaning
Additional Driver	means a person described as such in a Rental Form, who must be the holder of a



	a valid driver's licence of a licence class that permits the person to drive the Vehicle.
Business Day	means a day (other than a Saturday, Sunday or any other day which is a public holiday) on which banks are open for general business in New South Wales, Australia.
Customer, you, your	means a person described as such in a Rental Form.
Equipment	means any equipment in the Vehicle set out in the Rental Form, including (as applicable) any global positioning system receiver or similar device or any child restraint, booster or similar equipment.
Fees	has the meaning set out in the Rental Form.
Late Charge	means <ul style="list-style-type: none"> (a) the amount set out in the Rental Form including GST if the Vehicle is returned after 5pm on the Return Date; or (b) the amount set out in the Rental Form including GST per day if the Vehicle is returned after the Return Date.
Laws	means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in the relevant jurisdiction(s) where the Vehicle is used and includes any industry codes of conduct.
PPSA	means the <i>Personal Property Securities Act 2009</i> (Cth) and PPS Register means the register established and maintained under that Act.
Rental Form	has the meaning set out in clause 1(a) of these Rental Terms.
Rental Term	means the period of Vehicle rental, from the Start Date, set out in the Rental Form.
Restricted Area	means the Northern Territory, above the snowline in New South Wales, IC, Chillagoe, Normanton, Cape Tribulation, Stradbroke Islands, Moreton Island and Kangaroo Island.
Return Address	means the return address set out in the Rental Form.
Return Date	has the meaning set out in the Rental Form.
Security Deposit	means the security deposit described in clause 10.
Security Interest	has the meaning given to it in the PPSA.
Start Date	has the meaning set out in the Rental Form.

23

Vehicle	means the vehicle specified in a Rental Form.
Vehicle Inspection Report	means the vehicle inspection report in Schedule 3.

INTERPRETATION

In this Agreement, the following rules of interpretation apply:

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (c) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) **(person)** a reference to "person" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this Agreement, and a reference to this Agreement includes all schedules, exhibits, attachments and annexures to it;
- (g) **(document)** a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (h) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (i) **(includes)** the word "includes" and similar words in any form is not a word of limitation;
- (j) **(adverse interpretation)** no provision of this Agreement will be interpreted adversely to a party because that party was responsible for the preparation of this Agreement or that provision; and
- (k) **(currency)** a reference to \$, or "dollar", is to Australian currency, unless otherwise agreed in writing.

