

# ClickMe Cars Hire Agreement

---

## 1. Welcome

Welcome to the ClickMe Cars Hire Agreement.

We are Commercial Automotive Group Pty Ltd ABN 73 641 131 213 T/A ClickMe Cars of 125 Bell Street Kangaroo Point QLD (**we, our, us**).

We provide car hire services.

This Agreement outlines the terms and conditions associated with your hire of our Vehicle. It is your obligation to ensure you have read, understood and agree to this Agreement.

If you have any queries please contact us on 1300 254 253 or email us at [hello@clickmecars.com.au](mailto:hello@clickmecars.com.au).

---

## 2. Agreement

### 2.1 Booking Form

Your Booking Form is the electronic or physical form you signed which includes a summary of your rental terms, such as:

- (a) your details;
- (b) the Vehicle description;
- (c) the Hire Rate;
- (d) your Excess amount;
- (e) the Start Date; and
- (f) whether you have joined the ClickMe Points Program.

The Booking Form forms part of this Agreement. By signing the Booking Form, you confirm that the details in the Booking Form are correct and that you accept this Agreement.

### 2.2 Vehicle Condition Report

- (a) The Vehicle Condition Report forms part of this Agreement.
- (b) By signing the Booking Form, you agree with its accuracy and accept the condition of the Vehicle.

### 2.3 ClickMe Points Program

If you have joined the ClickMe Points Program, the ClickMe Points Program Terms form part of this Agreement.

---

## 3. Hire Term

- (a) The Hire Term for the Vehicle is indefinite, unless an End date is stated on the Booking Form.
- (b) This Agreement may be ended at any time in accordance with clause 11 (Ending this Agreement).
- (c) If you have paid the Bond and the first Hire Rate to us before the Start Date, the Hire Term may commence on the Start Date.

- (d) On the Start Date, we must make the Vehicle available for your collection in a clean and roadworthy condition.
- (e) You must pay the Hire Rate to us before the commencement of the week it relates to.
- (f) You must pay us the Hire Rate for every week or part thereof that the Vehicle is in your possession.

---

## 4. Payment

### 4.1 Payment methods

Payments may be made to us by:

- (a) cash in person to a ClickMe Cars Representative;
- (b) bank transfer to the account nominated on our invoice with the vehicle registration as the transaction reference; or
- (c) credit or debit card payment via our payment facility which will incur a 1.9% transaction fee.

### 4.2 Excess Reduction Fee

- (a) If you have selected to reduce your Excess, the Excess Reduction Fee must be paid before the commencement of the week it relates to.
- (b) If you have not paid the Excess Reduction Fee before the commencement of the week to which it relates, your Excess increases automatically to Level 1 for the remainder of that week.

### 4.3 Roadside Assistance Fee

- (a) If you have selected to receive optional Roadside Assistance, the Roadside Assistance Fee must be paid before the commencement of the week it relates to.
- (b) If you have not paid the Roadside Assistance Fee before the commencement of the week to which it relates, we are not required to provide you with complimentary Roadside Assistance for the remainder of that week.

### 4.4 Windscreen Cover Fee

- (a) If you have selected to receive optional Windscreen Cover, the Windscreen Cover Fee must be paid before commencement of the week it relates to.
- (b) If you have not paid the Windscreen Cover Fee before the commencement of the week to which it relates, we are not required to provide you with complimentary Windscreen Cover for the remainder of that week.

### 4.5 Payment of our fees

- (a) You must pay any fees payable to us under this Agreement in accordance with the payment terms listed on our invoice(s) or as stated in this Agreement.



- (b) Any Payments we receive from you are allocated to satisfy any outstanding amounts in the order of overdue for the longest period of time to overdue for the shortest period of time.

#### 4.6 Automatic payment

If you have nominated a credit or debit card as your preferred payment method, we may charge your card for any future costs or payments authorised under this Agreement without notice to you.

### 5. Driver

#### 5.1 The driver

You agree and acknowledge that you:

- (a) will not permit any person that is not named in the Booking Form or approved by us in writing to drive or otherwise control the Vehicle;
- (b) hold a current and valid license (not being a learner's or provisional license) and have been licensed to drive vehicles of the same category as the Vehicle for at least 12 consecutive months immediately prior to signing the Booking Form;
- (c) are at least 21 years of age; and
- (d) will notify us immediately if your license status changes.

#### 5.2 Your details

- (a) If any of your details contained in the Booking Form change, you must notify us within 24 hours.

### 6. Permitted Vehicle Uses

#### 6.1 Kilometres allowed:

- (a) Based on your Vehicle Class, you are permitted to use the Vehicle to travel the following distances (**Allowed Vehicle Kilometres**):

<b>Silver</b>	800km/week
<b>Gold</b>	600km/week
<b>Platinum</b>	500km/week

- (b) We may charge you as follows for use of the Vehicle in excess of your Allowed Vehicle Kilometres (**Excess Kilometre Fee**):

<b>Silver</b>	25c/km
<b>Gold</b>	40c/km
<b>Platinum</b>	70c/km

- (c) Any Allowed Vehicle Kilometres not used during the relevant week may be rolled over to subsequent weeks.

#### 6.2 Permitted areas of use

- (a) The Vehicle may only be used within a 150km radius of the Brisbane General Post Office (**Permitted Area**).
- (b) You may only use the Vehicle outside of the Permitted Area with our written permission.

### 7. Prohibited Vehicle Uses

#### 7.1 Specific prohibited uses

You and your passengers are prohibited from:

- (a) taking the Vehicle outside the Permitted Area;
- (b) acting recklessly or with deliberate intent as to loss or Damage to the Vehicle;
- (c) causing the Vehicle to roll, tip or fall over;
- (d) sitting or standing on the roof, bonnet or boot of the Vehicle;
- (e) securing luggage or other items to the Vehicle's roof, bonnet or boot;
- (f) driving the Vehicle in such a way as to strike any overhead or overhanging objects (such as trees, bridges or entering buildings with insufficient height clearance);
- (g) driving the car with a flat tyre;
- (h) ignoring a Vehicle warning light;
- (i) putting the wrong fuel into the Vehicle;
- (j) driving the Vehicle without a current and correct State-issued driver's licence;
- (k) driving the Vehicle while under the influence of any drug, substance or intoxicating liquor (where such intoxicating liquor places you above the legal blood alcohol limit);
- (l) fitting any objects to the interior or exterior of the Vehicle;
- (m) failing to take reasonable precautions to safeguard the Vehicle, such as not leaving windows open or the keys in the Vehicle;
- (n) using the Vehicle for committing an illegal or unlawful act (other than a traffic offence which does not automatically result in the loss of your license);
- (o) using the Vehicle on a racetrack or for racing, rallies or other contests;
- (p) sub-renting, transferring, assigning or selling the Vehicle or this Agreement;
- (q) smoking inside the Vehicle;
- (r) carrying any animals inside the Vehicle, unless the animal is a certified Assistance Animal, in which case you must notify us of this in writing;
- (s) using the Vehicle to carry Dangerous Goods;



- (t) using the Vehicle to carry passengers or goods that exceed the load limit of the Vehicle;
- (u) using the Vehicle to tow any object, unless:
  - (i) the Vehicle has a towbar fitted by us;
  - (ii) we have given you written permission to tow; and
  - (iii) the weight and dimensions of the object being towed does not exceed the specified capacity of the Vehicle;
- (v) driving the Vehicle on a beach, flooded road, through any body of water, or through a natural disaster which can be avoided (such as fire, storm or cyclone);
- (w) pawning, selling or using the vehicle as collateral;
- (x) driving the Vehicle on unsealed surfaces or roads; and
- (y) driving the Vehicle in restricted areas (such as airport service roads, fire trails, tracks, fields or paddocks)

(collectively, the Prohibited Uses).

## 7.2 Prohibited uses & liability

- (a) Where the Vehicle is Damaged, malfunctions or breaks down in the course of a Prohibited Use:
  - (i) if the Damage is covered by the Vehicle Insurance, your excess liability reverts to Level 1; and
  - (ii) we are not required to provide you with complimentary Windscreen cover and/or Roadside Assistance.

## 8. Tolls, Fines & Excess

### 8.1 Control of the Vehicle

You are deemed to be in control of the Vehicle from the Start Date until the Vehicle is returned to us.

### 8.2 Tolls and traffic fines

- (a) You are required to have and use a toll tag for the Vehicle whilst it is under your control.
- (b) You are liable for any tolls, fines or other charges incurred whilst you are in possession of the Vehicle.
- (c) Where we receive any tolls, fines or similar infringement notices for the Vehicle whilst it is under your control, you irrevocably authorise us to assign them to you and nominate you as the driver in charge of the Vehicle. In each case, we may charge you a \$30 fee to cover our administrative costs.

### 8.3 Damage covered by insurance

- (a) Where the Vehicle is Damaged whilst under your control and the repair is covered by Vehicle Insurance, you must pay us the Excess, as follows:

	Silver	Gold	Platinum
<b>Level 1</b>	\$3,500	\$4,500	\$5,500
<b>Level 2</b>	\$1,900	\$1,900	\$1,900
<b>Level 3</b>	\$650	\$650	\$650

- (b) If Damage occurs to the Vehicle, and you are able to satisfy our insurer of the identity of the person responsible for the Damage, we may not charge you the Excess.

### 8.4 Damage not covered by insurance

- (a) If the Vehicle is Damaged whilst under your control and the Damage is not covered by the Vehicle Insurance, you must pay the following to us:
  - (i) if the Vehicle is, in our sole opinion,
    - (A) repairable, the costs to repair the Vehicle; or
    - (B) not repairable, the value of the Vehicle prior to being Damaged; and
  - (ii) our loss of profits at the Hire Rate multiplied by the number of weeks or part thereof while the Vehicle or its replacement is off the road.

**Example:** the Vehicle is involved in an accident whilst you are driving it on a racetrack, which is not covered by the Vehicle Insurance. In this case, you must pay us the full cost to repair the Vehicle, as well as any loss of profits suffered by us whilst the Vehicle cannot be rented due to the Damage.

### 8.5 Our requirement to repair the Vehicle

- (a) If we charge you for the Excess, Damage or repairs under this Agreement, we are not required to carry out those repairs or claim on the Vehicle Insurance; and
- (b) if the Vehicle is a total loss We are not required to repair the Vehicle.

### 8.6 Personal possessions

We are not responsible for any loss or damage suffered by you or any other person whose possessions are left in the Vehicle.

### 8.7 Third-party property damage

- (a) You are solely responsible for any third-party property loss or damage caused by the Vehicle that is not covered by the Vehicle Insurance.
- (b) We may recover from you any costs we incur as a result of any third-party property loss or damage caused by the Vehicle while it is in your control that is not covered by the Vehicle Insurance.

## 9. Vehicle Maintenance & Repairs

### 9.1 Care for the Vehicle

At all times, you must:

- (a) minimise the risk of Damage to the Vehicle;



- (b) ensure the Vehicle has the correct fuel type, tyre pressures, and that oil and other fluids levels are within the manufacturer's guidelines and are refilled as necessary;
- (c) inform us when the odometer reading exceeds the number of kilometres specified on the service sticker on the inside of the windscreen or the vehicle indicates that a service is due;
- (d) ensure that, where child seats are required for children to travel in the Vehicle, that appropriate child seats have been fitted. We are not responsible for any fines, injury, death or other losses caused by not having appropriate child seats fitted in the Vehicle or by children not being restrained in child seats fitted in the Vehicle;
- (e) not allow anyone to service or repair the Vehicle without our written permission; and
- (f) return the Vehicle to us or our nominated repairer for repairs and maintenance as directed by us.

## 9.2 Repairs and maintenance

- (a) We must take all reasonable steps to have the Vehicle repaired and available for your collection following repairs and maintenance in a timely manner.

## 9.3 Vehicle malfunction

- (a) If the Vehicle malfunctions, you must immediately notify us by calling us on the phone number listed in clause 1 and cease driving the Vehicle. Vehicle malfunctions include, but are not limited to:
  - (i) the check engine light being on;
  - (ii) the Vehicle showing signs of a fluid leak;
  - (iii) any unusual noises or smells emitted by the Vehicle;
  - (iv) windscreen damage; or
  - (v) external lights not working.
- (b) We may recover any extra costs we incur to repair the Vehicle from you if you fail to comply with this clause.

## 9.4 Roadside Assistance & breakdowns procedure

- (a) When you have a Roadside Assistance Event, you must:
  - (i) stop driving the Vehicle and turn it off as soon as is safely possible;
  - (ii) park the Vehicle in a safe place;
  - (iii) not recommence driving the Vehicle unless directed to do so by us or the RACQ; and
  - (iv) not move the Vehicle unless it is necessary for personal safety or to prevent further Damage to the Vehicle.
- (b) If you have paid the Roadside Assistance Fee for that week, you must:

- (i) first, contact us to organise Roadside Assistance; and
- (ii) second, if we are unable to be reached, call RACQ for Roadside Assistance.

- (c) If you have not paid Roadside Assistance Fee for that week, you may call RACQ for Roadside Assistance, at your cost. You are liable for any Vehicle Damage caused by RACQ.

## 9.5 Roadside Assistance & breakdowns liability

- (a) Any Roadside Assistance cost you incur will be reimbursed to you up to \$500, except for when:
  - (i) Roadside Assistance Event occurs outside the Permitted Area; or
  - (ii) in our sole opinion, the Roadside Assistance Event was your fault, and you have not paid the Roadside Assistance Fee.
- (b) If the Roadside Assistance Event results in the Vehicle's battery being replaced, we will reimburse you in accordance with this clause if:
  - (i) you return the old battery to us; and
  - (ii) we find that, in our sole discretion, that the old battery needed to be replaced to end the Roadside Assistance Event.
- (c) Where a Roadside Assistance Event occurs and the Vehicle is required to be towed we may charge you our cost of towing the vehicle to our destination of choice, plus a \$90 fee to cover our administrative costs, except when:
  - (i) the Roadside Assistance Event, in our sole opinion, was not your fault; and
  - (ii) the Vehicle is within the Permitted Area.

## 9.6 Reportable incidents

- (a) Any incident involving the Vehicle must be reported as follows:
  - (i) any theft or collision involving the Vehicle must be reported to us immediately by calling us on the number listed in clause 1; or
  - (ii) any other Damage to the Vehicle must be reported to us within 12 hours.
- (b) In the event of any Vehicle Damage:
  - (i) you must supply the following to us:
    - (A) photographs showing the scene of the incident and the damage to all motor vehicles involved;
    - (B) the motor vehicle make, model and registration number of any vehicles involved in the incident;
    - (C) the license details, names, phone numbers, address and



insurance company details of all other parties involved;

- (ii) you must not admit any fault for the incident to any parties; and
- (iii) you must participate in any investigation in relation to the incident, including participating in good faith in any investigation or legal proceedings.

## 9.7 Payment during Vehicle down time

If the Vehicle is, in our sole discretion, unable to be driven for any reason, and the cause of the Vehicle being unable to be driven is, in our sole discretion:

- (a) your fault, you must pay the Hire Rate for the number of weeks until the Vehicle is available to be driven again; or
- (b) not your fault, you are not required to pay the Hire Rate until the Vehicle is available to be driven again.

---

## 10. Vehicle Swap

### 10.1 At our direction

- (a) We may change the Vehicle which is the subject of this Agreement at any time with notice to you, provided that we endeavour to provide you with a similar vehicle.
- (b) If we give you notice under this clause, you must return the Vehicle to us for a replacement vehicle as directed by us.

### 10.2 Vehicle designation

Any replacement vehicle under this clause or traded in under the ClickMe Points Program Terms shall then become referred to as the Vehicle for the purposes of this Agreement.

---

## 11. Ending this Agreement

### 11.1 End date

If the Booking Form contains an End Date, this agreement will end on the End Date.

### 11.2 How you can end this Agreement

- (a) You may terminate this Agreement at any time by giving us 7 days' notice.
- (b) Upon your termination, you must:
  - (i) return the Vehicle to us without Damage, refuelled to the Fuel Level and in a clean condition inside and outside the Vehicle; and
  - (ii) pay any amounts owing to us or third parties relating to the Vehicle under this Agreement.
- (c) Where the Vehicle is returned to us in accordance with (a) and (b) above, we must refund the Bond to you, less any amounts you owe us, within 10 Business Days.

### 11.3 How we can end this Agreement

- (a) We may terminate this Agreement at any time with notice to you.
- (b) Where this Agreement is terminated by us, the Vehicle must be returned to us during Business Hours within one Business Day.

### 11.4 Amounts in excess of the Bond

If the total amount you owe us at the end of this Agreement exceeds your Bond, we may claim the difference from you as liquidated damages.

---

## 12. Vehicle Returns

### 12.1 Returns

- (a) For the Vehicle to be returned to us:
  - (i) it must be delivered to us at a place directed by us during Business Hours; and
  - (ii) all Vehicle keys must be given to a ClickMe Cars Representative.

### 12.2 Fuel

Where the Vehicle is returned to us with less fuel than the Fuel Level, we may recover the cost of additional fuel required to reach the Fuel Level at \$3.30/litre.

### 12.3 Vehicle cleaning

- (a) Where the Vehicle is returned to us in an Unclean Condition, you are liable for the cost of cleaning the Vehicle. Such costs may be charged as follows:
  - (i) \$49 where the Vehicle requires a light clean (**Standard Cleaning Fee**); or
  - (ii) \$269 where the Vehicle requires a detailed clean due to excessive uncleanliness (such as that caused by smoke, vomit, animal fur not caused by an Assistance Animal, or removable stains) (**Detailed Cleaning Fee**).
- (b) Whether you must pay a Standard Cleaning Fee or a Detailed Cleaning Fee is at our sole discretion.

### 12.4 Repossession under termination

Where this Agreement is terminated and you have not returned the Vehicle to us on time:

- (a) we may disable the Vehicle, or otherwise prevent the use or ordinary operation of the Vehicle;
- (b) we may retake possession of the Vehicle;
- (c) you irrevocably give us a licence to enter your property as many times as is reasonably necessary for us to retake possession of the Vehicle;
- (d) we may charge you a \$495 Vehicle Repossession Fee, in addition to any charges for Damage to the Vehicle;
- (e) your excess liability defaults to Level 1; and



- (f) you must pay us the Hire Rate for every week, or part thereof, that the Vehicle is not returned to us.

**Example:** The final day of the Agreement is 1 January, but you do not return it on time. We recover the Vehicle from you on 14 January. You must pay two times the Hire Rate.

## 12.5 Refunds

Any amount of Hire Rate you have paid for any unused period of the Hire Term is not refundable.

**Example:** your hire term ends on 7 January, but you return the Vehicle or this Agreement is terminated on 4 January. You would not receive a refund.

---

## 13. In-Vehicle Monitoring System (IVMS)

### 13.1 The IVMS

- (a) The IVMS is a device which may be installed in the Vehicle that allows us to track the location of the Vehicle at any point, monitor the status, and disable the Vehicle.
- (b) We may fit the Vehicle with an IVMS.
- (c) We may disable the Vehicle using the IVMS at any time.
- (d) You must not disable or otherwise interfere with the IVMS.
- (e) If we disable the Vehicle using the IVMS, we may do so only while the Vehicle is, in our reasonable opinion, not moving and will not put you, any person, or the Vehicle in danger.

---

## 14. Indemnities

You indemnify and hold us and any ClickMe Cars Representatives harmless from and against all claims, liabilities, judgements, penalties, new taxes, and legal costs on an indemnity basis and expenses arising out of or relating to this Agreement, the Vehicle or any statements by us or a ClickMe Cars Representative.

---

## 15. Consumer Rights

All your rights set out in this Agreement are in addition to your rights as a consumer under applicable consumer protection legislation, including the Australian Consumer Law (**Non-Excludable Rights**). Your consumer rights are not excluded, restricted or modified by this Agreement.

Where a Non-Excludable Right is deemed to apply, to the fullest extent possible under the law, we limit our liability for any breach to:

- (a) in the case of goods, the re-supply of the goods or payment of the cost of the re-supply of the goods or the replacement or repair of the goods or payment of the cost of replacement or repair of the goods; and
- (b) in the case of services, the resupply of the services or the payment of the cost of having the services resupplied.

---

## 16. Dispute Resolution

### 16.1 Disputes

- (a) Where a dispute has arisen under this Agreement, the disputing party must give written notice to the other party specifying the nature of the dispute.
- (b) The parties must make reasonable endeavours to resolve the dispute before commencing any legal in a Court or Tribunal.
- (c) If, after 20 Business Days, the parties are not able to come to a resolution, either party may commence a proceeding in respect of the dispute.

### 16.2 Limitation

Any dispute resolution clause does not apply to our recovery of any debt or liquidated damages, or prevent us from seeking urgent injunctive or similar interim relief from a Court.

---

## 17. Privacy

You agree and consent to the handling and disclosing of your Personal Information in accordance with our Privacy Policy. We may amend our Privacy Policy in our sole discretion.

---

## 18. Personal Property Security Registration

### 18.1 Definitions

- (a) In this clause, the terms "Financing Change Statement", "Financing Statement", "Personal Property", "Purchase Money Security Interest", "Registration", "Security Agreement", "Security Interest" and "Verification Statement" have the respective meanings given to those terms in the Personal Property Securities Act 2009 (Cth) ("PPSA").

### 18.2 Security Interest

It is accepted, acknowledged and agreed that:

- (a) this Agreement constitutes a Security Agreement pursuant to the PPSA, which creates a Security Interest in the Vehicle. It is the intention of the parties that upon registration of our Security Interest on the Personal Property Securities Register ("PPSR"), a Purchase Money Security Interest ("PMSI") will result.
- (b) you are not permitted to charge the Vehicle in any way nor grant nor otherwise give any interest in the Vehicle.

### 18.3 PPSA

- (a) You hereby acknowledge that this clause constitutes a Security Agreement which creates a Security Interest in our favour in the Vehicle. You agree to grant to us a PMSI.
- (b) You agree we may, without notice to you, seek Registration of our Security Interest as a PMSI on the PPSR and under the PPSA, provided that on transfer of ownership of the Vehicle to any person We agree to sign any document and do anything (and procure any holder of a registered Security Interest to do the same) that we consider necessary or desirable under or as a result of the PPSA to discharge any



registered Security Interests under the PPSA in relation to the Vehicle. We may register our charge at any time prior to the commencement of this Agreement.

---

## 19. General

### 19.1 Ownership of the Vehicle

We remain the owner of the Vehicle at all times.

### 19.2 Transfer & assignment

We may transfer or assign our rights and obligations under this Agreement with notice to you.

### 19.3 Notices may be provided:

- (a) to you:
  - (i) by email to your email address; or
  - (ii) by text message to your phone number stated in the Booking Form or as amended; and
- (b) to us by email to Our Email Address.

### 19.4 Amendment

We may amend this Agreement with notice to you.

### 19.5 Entire Agreement

This Agreement sets out the entire agreement between the parties and replaces all previous communications or representations between the parties.

### 19.6 Governing law

This Agreement is governed by the laws of Queensland and the Commonwealth of Australia and the parties submit to the jurisdiction of any court having jurisdiction.

### 19.7 Severance

If part or all of any clause of this Agreement is illegal, invalid or unenforceable then it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be severed from this Agreement and the remaining provisions of this Agreement will continue to have full force and effect.

---

## 20. Definitions and interpretation

### 20.1 Definitions

In this Agreement, unless the context otherwise requires, the following words have the following meanings:

**Assistance Animal** means as defined in the *Commonwealth Disability Discrimination Act 1992*;

**Bond** means the bond amount required for you to pay at the start of this Agreement as described in the Booking Form;

**Booking Form** means the form completed by you and us to enter into this Agreement;

**Business Day** means any day (besides Saturday and Sunday) that does not fall on a public holiday in Brisbane, Australia;

**Business Hours** means the hours of 9:00am to 5:00pm on any Business Day;

**ClickMe Cars Representative** means any of our directors or employees;

**Our Email Address** means hello@clickmecars.com.au;

**Damage** means any physical harm that impairs the value of the Vehicle which is not listed on the Vehicle Condition Report and does not constitute Fair Wear and Tear. It includes but is not limited to:

- (a) Scratches or scrapes to the Vehicle's bodywork;
- (b) Dents or paint surface penetration to the Vehicle's bodywork;
- (c) Scuffing or scrapes to the lower front bumper of the Vehicle;
- (d) Scrapes, cuts, bulges, gouges, punctures or abrasions to the tyres or wheels;
- (e) Wearing down of the tyres due to their under or over inflation or unreasonable use;
- (f) Scratches or scrapes to any tyre sidewalls;
- (g) Cracked, broken, missing or mismatched wheel trims;
- (h) Chips, holes, scratches or cracks to the Vehicle's mirrors or lights;
- (i) Chips, cracks, or shattering of the Vehicle's windscreen;
- (j) The fitting or removal of any accessories to the vehicle, such as radios, headrests, parcel trays, log books, SD cards, floor mats, roof racks or bull bars;
- (k) Engine failure as a result of excessive or unusual revving or driving;
- (l) Lost or damaged keys;
- (m) Blown speakers as a result of continuously operating them at unusually high volume;
- (n) Any missing Vehicle interior equipment; and
- (o) Burns, cuts, stains or tears to the Vehicle's interior.

**Dangerous Goods** means as defined in the *Australian Dangerous Goods Code*;

**End Date** is the final date of this Agreement if it is stated on the Booking Form;

**Excess** means the payment required to claim on the Vehicle's insurance, as stated in this Agreement;

**Fair Wear and Tear** means the usual, expected deterioration in the quality or standard of the Vehicle from reasonable use on a sealed public road, which is not otherwise Damage, and may include:

- (a) Tyre wear;
- (b) Battery degradation not caused by leaving any lights on or doors open;



- (c) Paint fade from being parked outdoors; and
- (d) Minor stone chips in the front bumper from use on a public road.

**Fuel Level** means the percentage of fuel described in the Booking Form;

**Hire Rate** means the weekly rental amount described in the Booking Form;

**Roadside Assistance** means physical attendance to the Vehicle to attempt to get it going again and may be carried out by a third party such as RACQ, but does not include any parts;

**Roadside Assistance Event** means when the vehicle cannot be operated normally, and includes, but is not limited to instances when:

- (a) you have misplaced the key;
  - (b) the Vehicle has a flat tire;
  - (c) the Vehicle has a flat battery;
  - (d) the Vehicle runs out of fuel or you use the incorrect fuel;
  - (e) the Vehicle makes an unusual sound or emits an unusual smell; or
  - (f) a check engine or other unusual dash light is shown;
- and, in our view, the Vehicle cannot be driven.

**Start Date** means the calendar date identified in the Booking Form;

**Unclean Condition** means:

- (a) Visible litter or debris; and
- (b) Dirt, dust or fluid marks.

**Windscreen Cover** means that if the windscreen glass of the Vehicle cracks, chips or shatters, we will repair or replace the windscreen at no cost to you.

**Vehicle** means the motor vehicle described in the Booking Form including any alternative motor vehicle that we supply to you, whether as a replacement, upgrade or otherwise and includes all vehicle parts, tyres, tools (supplied with the vehicle) and all other accessories or equipment in or fitted to the motor vehicle by the manufacturer or us, such as keys, GPS devices and IVMS;

**Vehicle Condition Report** means the report conducted by a ClickMe Cars Representative prior to you taking the Vehicle which outlines the physical condition of the Vehicle;

**Vehicle Insurance** means the policy of insurance for the Vehicle and CTP;

**Vehicle Class** means the type (Budget, Executive, Luxury or Premium) as described by us in the Booking Form for the Vehicle; and

**You or your** means you, the individual person identified as the Hirer in the Booking Form.

## 20.2 Interpretations

In this Agreement unless the contrary intention appears:

- (a) "includes", "including" and similar expressions are not words of limitation;
- (b) a provision of this Agreement must not be interpreted against us just because we prepared this Agreement;
- (c) a reference to a clause or a part is a reference to a clause or a part of this Agreement.
- (d) a reference to a person includes a firm, a body corporate, an unincorporated association or an authority;
- (e) a reference to a time or date is a reference to that time or date in Brisbane, Australia;
- (f) a reference to any legislation or subordinate legislation includes any modifications or changes;
- (g) a reference to this Agreement includes any variation to it;
- (h) an obligation imposed on two or more parties binds them jointly and severally;
- (i) any reference to dollars and \$ is to Australian currency;
- (j) headings in this Agreement have been inserted for convenience and do not affect the interpretation of this Agreement; and
- (k) the singular includes the plural and the plural includes the singular.