

1. DEFINITIONS

'This Agreement' means the Rental Agreement and these Terms and Conditions. 'Customer' means the person or persons nominated as the hirer and any person whose credit or debit card is presented for payment of the Customer's charges. Refer to clauses 24 and 27 for information about the Vehicle Security Deposit requirements and credit and debit card payments. 'BEYOND' means RENT BEYOND Pty Ltd. 'Rental Period' means the hire period or any agreed variation thereof and any additional period during which the Vehicle is in the Customer's possession or control. 'Vehicle' means the Vehicle hired by the Customer and includes, but is not limited to tyres, tools, accessories, camping utensils, and all other equipment, documents, or additional hire items related to the Vehicle and any replacement or substitute Vehicle that may be provided.

2. FOR YOUR PROTECTION

Personal injury is covered in most cases through registration third party insurance. However, we strongly recommend that all people travelling in Australia take out personal travel insurance. The owner does not accept any liability for personal injuries sustained during rental.

3. RATES AND CONDITIONS

Rates and conditions quoted in our brochures and/or documentation are subject to change without notice. However (subject to changes in legislation or errors) we will not alter rates or conditions applicable to your rental once your booking has been confirmed by the owner. Please note all prices are quoted and payable in Australian dollars.

4. LICENCE

A full (non-probationary) resident country driver's licence must be presented at the time of rental for each nominated driver. If the licence is not in English format, an international driver's licence is also required.

5. AGE RESTRICTIONS

Drivers must be 21 years of age or over.

6. RENTAL DURATION

- A. Rental days are calculated on a calendar day basis. When calculating the number of days the vehicle is rented, the day of pick-up is counted as day one of the rental, regardless of pick-up time. The day of the vehicle's return is counted as the final day of the rental regardless of drop-off time.
- B. Minimum rental periods are subject to change, and any such change will be notified to you prior to booking confirmation.
- C. Late pick up or early return of the vehicle does not entitle the hirer to any refund of the unused portion of the rental.

7. DELIVERY AND RETURN OF THE VEHICLE

- A. The hirer acknowledges having received the vehicle in a clean condition, with a full tank of fuel and full bottles of gas (if applicable).
- B. The hirer will return the vehicle in a clean condition with a full tank of fuel and a full bottle of gas (if applicable, and subject to any pre-purchase fuel and/or pre-purchase gas option being taken), on the return date, time and location set out in the rental agreement.
- C. The hirer acknowledges that the owner will reasonably determine what, if any, refund may be warranted if the vehicle is returned or the hirer ceases to have the use of the vehicle prior to the return date.
- D. BEYOND allows a grace period of 59 minutes before the Customer is liable for late return charges.
 - i. When 1 hour late, one third of the daily rate will apply.
 - ii. When 2 hours late, two thirds of the daily rate will apply.
 - iii. When 3 hours late, one full day rate will apply.
 - iv. If the Customer wishes to drop-off the Vehicle after business hours, they must first get approval from the destination branch.
- E. Subject to approval, a fee of AU\$150 is applicable and the Customer will be required to pay an extra day's Liability Reduction Premium (based on the Liability Reduction Option selected) as they will be held responsible for the Vehicle up until the time that it is checked in by a BEYOND staff member.

8. CHANGE OF DROP-OFF DESTINATION

If the hirer wishes to change the drop-off destination, they must first obtain authorisation from the reservations centre. Subject to the change being approved, an additional charge of up to AU\$1250 may apply, which will be notified to you at time of approval. The fee may apply in all cases irrespective of the reason for location change.

9. RENTAL EXTENSION

- A. If the hirer wishes to extend the rental whilst on hire, they must first obtain authorisation from the owner. This is subject to availability. The extra cost of an extended rental must be paid by credit card on confirmation of the rental extension.
- B. Failure to obtain an authorisation for a rental extension will result in a late fee of AU\$150 per day in addition to the daily rental rate (plus excess reduction charges) for each day until the vehicle is returned. The daily rental rate charged will be the rate applicable on the day of extension (which may differ from the original rate booked) per vehicle for the extended rental period.

10. ONE WAY RENTALS

- A. One way rentals are available between all branch locations. One-way rentals into or out of Tasmania are subject to request and must be confirmed by BEYOND before travel.
- B. A One-Way fee of AU\$300 applies where vehicle collection differs from the drop off location. One-way fees are additional to any other fees that may apply.
- C. One way fees may also be waived at BEYOND's discretion for relocation hires.
- D. One way fees may also be waived for individual hires over 30 days long

11. MULTIPLE RENTALS

Should the hirer have more than one rental with BEYOND, the bookings can be combined to qualify for longer-term hire discounts.

12. AMENDMENT

All amendments are subject to approval by the owner. Amendments will be charged at a rate of \$25 and is at the discretion of the owner. If a reservation collection, return location, vehicle type, collection point or return date(s) is amended prior to collection, the rate may be recalculated. Rate recalculations are based on the rate at the time of reservation or the new rate at time of amendment (whichever is higher). In the instance where an extension is made while on hire with the owner, the owner will calculate the additional day's charge at the applicable vehicle rate.

13. VEHICLE AVAILABILITY

- A. Vehicles cannot be requested by make or model, only by vehicle category.
- B. The owner will endeavour to supply the vehicle category selected, however should the vehicle booked be unavailable through unforeseen circumstances, the owner will make every endeavour to find a suitable replacement vehicle. The owner will reasonably determine what, if any, refund may be warranted if a vehicle substitution is required.
- C. Should the hirer decide to take a lesser vehicle than booked, any refund, if any, is at the sole discretion of the owner.
- D. Where the owner cannot provide a vehicle for a confirmed reservation, the owner's liability is limited to a refund of the unused portion of the rental fee only.

14. USE OF THE VEHICLE

The Customer agrees that, during the Rental Period, the Customer will not allow the Vehicle to be:

- A. Driven otherwise than in a prudent and cautious manner. A single Vehicle rollover is considered a breach of this condition. A single Vehicle rollover may include, but is not limited to, a Vehicle that has rolled, tipped or fallen over and this has caused damage to the side and/or roof area of the Vehicle. Customers who have purchased the 4WD Explorer Cover will have the cost of damage resulting from an accidental single vehicle rollover covered, providing there is no breach of this rental agreement;
- B. Driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law;
- C. Left with the ignition key in the Vehicle while it is unoccupied;
- D. Damaged by:
 - i. Submersion in water
 - ii. Contact with salt water
 - iii. Creek or river crossing
 - iv. Driving through flooded areas
 - v. Beach driving
- E. Used for any illegal purpose or in any race, rally or contest;
- F. Used to tow any vehicle or trailer;
- G. Used to carry passengers or property for hire or reward;
- H. Used to carry more persons than is permitted by any Australian relevant road authority or detailed in the Vehicle manual or on the Vehicle or specified in this Agreement;
- I. Used to carry volatile liquids, gases, explosives or other corrosive or inflammable material and
- J. Used for the purpose of transporting and haulage of goods other than what might be reasonably expected of a leisure rental.

15. ROAD RESTRICTIONS AS FOLLOWS

- A. 4WD vehicles can be driven on recognised unsealed tracks.
- B. 4WD vehicles may only travel to the following areas with the written permission of BEYOND: Simpson Desert, Strzelecki Track, Gunbarrel Highway, Cape York, the Bungle Bungles, Oodnadatta Track, Birdsville Track, Tanami Track, the Plenty Highway, Gibb River Road, access road to Mitchell Plateau and Mitchell Falls, Francois Peron National Park, Burke Development Road from Chillagoe to Normanton, Savannah Way from Normanton to Borroloola, Finke Road (between Alice Springs and Oodnadatta), Central Arnhem Road and Arnhem Land in general, Canning Stock Route, the Old Gunbarrel Hwy, the Lost City in Litchfield Park, the Telegraph section of the road to Cape York, Boggy Hole (Finke Gorge National Park) and the Old South Road from Maryvale to Finke at any time. Travel to Cape York between the months of December to May. If the Customer chooses to take the vehicle to any of the above mentioned without the written consent of 'BEYOND', the Customer is responsible for any/all damage to the vehicle as well as all recovery costs associated with travelling on these roads.

- C. BEYOND 4WD's are not permitted to travel on any beach or to be in contact with any salt water. Driving the vehicle on the beach or making contact with Salt Water will void all insurance. If any damage occurs to the vehicle during or after the customer is 100% liable for all repairs and/or recovery costs. Vehicles with any objects being stored on the roof of the vehicle are not permitted to drive on or around Fraser Island. This requirement is legislated and fines apply which are enforced by local authorities. The customer also taking full responsibility of any damage and/or recovery costs.
- D. We value your well-being, and for safety purposes, BEYOND reserves the right, at its sole discretion, to restrict Vehicle movements in certain areas due to adverse road or weather conditions, and the distance to nominated destinations in relation to the length of the hire period. 'BEYOND' will advise you on pick-up of any travel restrictions known at that time.
- E. Where BEYOND mandates a change in drop off location, fees as per clause 8 will not apply.
- F. The Customer shall not make any alterations or additions to the Vehicle without the prior written consent of BEYOND.
- G. The Customer will not allow any animals to be carried in the Vehicle, excluding registered guide dogs.
- H. The Customer shall take all reasonable steps to properly maintain the Vehicle, including daily checks of the oil, water and batteries, and will contact 'BEYOND' immediately should vehicle warning lights indicate any potential malfunction.

16. TITLE TO VEHICLE

The Customer acknowledges that BEYOND retains title to the Vehicle at all times. The Customer shall not agree, attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage, let on hire or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Vehicle.

17. VEHICLE DAMAGE – EXCESS REDUCTION OPTIONS

17.1 Financial Obligations

You and any additional renter/s and/or authorised driver/s are jointly and severally responsible for compliance with the terms of this Agreement. By entering into this Agreement You and any additional renter/s and/or authorised driver/s are responsible for and irrevocably authorise BEYOND to debit the credit card/s provided (and You will pay BEYOND, on demand, any balance) with the following charges:

- A. The rental charges specified in your rental confirmation provide by 'BEYOND'.
- B. All charges claimed from 'BEYOND' for toll, parking and/or any other traffic violations incurred during the rental period or until such later time as the Vehicle is returned to 'BEYOND'. An additional administration fee of \$50 per fine / infringement will apply to cover the costs of processing.
- C. All loss of or damage to the Vehicle, (including the loss of use of that Vehicle - 'demurrage'), legal expenses, assessment fees, towing and recovery costs, third party damage, storage and other charges rendered by 'BEYOND' where:
 - i. You have breached any term of this Agreement;
 - ii. You have left the Vehicle unlocked or left the keys in the Vehicle;
 - iii. You have not kept the keys secure and under your personal control;
 - iv. You have lost, damaged or had the keys stolen;
 - v. The Vehicle is totally or partially immersed in any water regardless of cause;
 - vi. The interior of the Vehicle is damaged regardless of cause except when there is a collision with another vehicle;
 - vii. The tyres of the Vehicle are damaged other than by normal wear and tear except where You have purchased 4WD Explorer Cover and it applies;
 - viii. You have failed to maintain all fluid and fuel levels of the Vehicle or failed to immediately rectify or report to BEYOND any defect in the Vehicle of which You become or ought to have become aware; This includes continuing to operate the vehicle when the temperature gauge has moved past half way;
 - ix. The Vehicle is damaged by loading or unloading, normal wear and tear excepted;
 - x. The underbody and/or overhead of the Vehicle is damaged regardless of cause except where there is a collision with another Vehicle or where You have purchased 4WD Explorer Cover and it applies;
 - xi. You have been deemed negligent in any action thereby resulting in damage to the Vehicle or third party property;
 - xii. You have damaged the Vehicle by any wilful or reckless misconduct;
 - xiii. Damage is caused by sitting or standing on the bonnet or roof of the vehicle;
 - xiv. Damage is caused to the Vehicle whilst it is being transported over water;
 - xv. Damage is caused to the Vehicle whilst it is being loaded or unloaded on a watercraft and/or tow truck;
 - xvi. Damage is caused to the Vehicle by snow chains;
 - xvii. Damage is caused to the roof top tent/s of the Vehicle except where You have purchased 4WD Explorer Cover and it applies. A minimum fee of \$1,500 will apply per roof top tent damage;
 - xviii. Damage caused by a single vehicle roll over. Except where You have purchased 4WD Explorer Cover and it applies;
 - xix. Costs are incurred for recovering the Vehicle if it is bogged;
 - xx. Costs are incurred where the wrong fuel type or contaminated fuel was used or where water was put in the fuel tank;
 - xxi. Costs are incurred where fuel was put in the water tank;
 - xxii. Costs are incurred with the Vehicle running out of fuel;
 - xxiii. Costs are incurred with losing the fuel, oil or water caps and all other items stored in the vehicle including but not limited to camping kits;
 - xxiv. Damage caused by falling asleep whilst driving;
 - xxv. Damage caused to the Vehicle by hitting a signed height restricted structure such as but not limited to bridges, car parks and drive throughs.

17.2. Exclusions

The Customer acknowledges that they are responsible for all costs for the following damage irrespective of Liability option that may have been taken. Damage as identified below is specifically excluded from any Liability Reduction or any additional protection coverage unless stated otherwise and the Customer remains fully liable for all costs incurred:

- A. For any damage due to vehicle use in contravention of clause 14 'USE OF VEHICLE'; and/or clause 15 'ROAD RESTRICTIONS AS FOLLOWS';
- B. Any damage caused by wilful misconduct (e.g. sitting or standing on the bonnet or roof of the Vehicle) and driving under the influence of alcohol or drugs and

- negligence resulting in damage to the hired Vehicle or Third Party vehicle/property;
- C. For any loss or damage to Personal belongings: BEYOND recommend the Customer does not leave valuables in the vehicle and that they take out personal travel insurance;
- D. If the Customer is deemed by local authorities to have been careless, negligent or wilful in failing to abide by the local road rules, resulting in damage to the hired Vehicle or Third Party vehicle/property;
- E. The cost to retrieve or recover a Vehicle which may include, but is not limited to a vehicle that has become bogged, submerged, caught, trapped, stuck or restricted in anyway and/or has been abandoned;
- F. The cost to replace keys which have become lost, stolen, or retrieval of keys which have been locked in the Vehicle;
- G. Overhead, under-body or single vehicle rollover damage to the 4WD vehicle – except where You have purchased 4WD Explorer Cover and it applies;
- H. Towing and vehicle recovery costs (up to AU\$7,500) from a 4WD road where permission is required in advance from BEYOND in order to travel (refer to road restrictions in clause 15 'Road Restrictions' for a full list of these roads) where the Customer has not purchased 4WD Explorer Cover.
- I. For damage caused to the Vehicle because total load (kg) has exceeded recommended load as stated in vehicle manual;
- J. Drivers not identified on the rental agreement and/or drivers that have a licence that has been cancelled or suspended and/or drivers who have a licence that is classified as a learners or probationary licence;
- K. Any damage caused to the vehicle due to the use of snow chains; and
- L. For any cost associated with the incorrect use of fuel (fuel being diesel or petrol), this includes Bio-Diesel which should not be used, or water or other contamination of fuel.

18. CANCELLATION CHARGES

If a bookings travel dates are amended within the cancellation fee period to be outside of the cancellation fee period and is subsequently cancelled, the cancellation fee for the original booking will apply. Cancellation fees apply as follows:

- A. If cancelled 51 days or more prior to pick-up: 20% of Gross Rental
- B. If cancelled from 41 to 50 days prior to pick-up: 25% of Gross Rental
- C. If cancelled 31 to 40 days prior to pick-up: 50% of Gross Rental
- D. If cancelled within 30 days of pick up or No-Show: 100% of Gross Rental
- E. If Vehicle is returned early: No refund available

19. REMOTE LOCATION FEE

Rentals in Broome: An additional remote location fee of AU\$700 applies to all Vehicles picking up or dropping off in Broome. Only one remote location fee is charged per Vehicle. This is in addition to any One-Way fee if applicable.

20. MAINTENANCE AND REPAIRS

- A. The owner will reimburse customers for expenditure up to AU\$100 reasonably incurred in rectifying any mechanical failure to the drive train and engine of the vehicle with the prior written approval from Drive Beyond. For repairs costing over AU\$100, the owner will need to be informed and confirm the repair in advance. Repairs will be approved and reimbursement, where applicable, will be granted provided the hirer was not responsible for the damage. In all cases, receipts must be submitted for any repair or the claim will not be paid.
- B. Subject to the terms of the excess reduction, the hirer will pay for the cost of repairing or replacing the tyres damaged during the rental period except if the tyre is defective and is returned by the hirer to the owner for inspection and is subject to a warranty claim on the manufacturer.
- C. The hirer will be liable for any cost associated with the incorrect use of fuel (being diesel or petrol), this includes Bio-Diesel which should not be used, or water or other contamination of fuel.
- D. The hirer will pay the owner the daily rental rate for the period the vehicle is off fleet for accident repairs.

On-Road Assistance: Any problems associated with the vehicle, including equipment failure, must be reported immediately to the owner in order to give the owner the opportunity to rectify the problem during the rental. Failure to do so may compromise any claims for compensation. The owner reserves the right to not accept liability for any claims submitted if the owner was not immediately informed.

21. PROCEDURES IN CASE OF ACCIDENT

If the Customer is involved in a motor vehicle accident whilst on hire, the following procedures should be followed:

- A. At the Accident Scene the Customer must:
 - i. Obtain the names and addresses of Third Parties and any Witnesses.
 - ii. Report the accident to police, regardless of estimated damage costs.
 - iii. Not accept blame or insist the other party is at fault.
 - iv. If possible, photograph damage to all vehicle(s) and registration number(s).
 - v. Phone the nearest BEYOND Branch with the accident's details within 24 hours.
- B. After the Accident
 - i. The Customer must produce their Driver's Licence and hand over the police report (if applicable) and any supporting photographs.
 - ii. The Customer is required to pay the liability (if applicable) and any other amount due by them in respect of any damage arising from an accident, loss or damage. This amount is payable at the time of reporting 'the event' and not at completion of the Rental Period.
 - iii. The Customer will pay BEYOND the daily rental rate for the period the Vehicle is off fleet for accident repairs.
 - iv. The BEYOND Customer Service Representative will ensure the Motor Vehicle Accident Report is completed clearly and accurately signed by the Customer.
 - v. Drive Beyond reserves the right to charge a \$350 processing fee for any claim made from an accident or damage to the vehicle.
 - vi. The customer may only make one claim per bond. Once an accident occurs, the customer is automatically transferred to the standard liability cover and a bond of \$7500 is payable prior to the customer being able to continue driving the vehicle.

C. Exchange Vehicle

- i. The availability of an Exchange Vehicle is not guaranteed; provision is subject to availability, Customer location, accident liability and remaining hire duration. Additional charges may be incurred (see below).
 - ii. If an Exchange Vehicle is required as a result of an accident, the Customer is responsible for making their own way to the nearest BEYOND branch or pick-up location at their own cost.
 - iii. BEYOND may offer the Customer the option of paying an "Exchange Vehicle Relocation Fee" to send a driver to deliver the exchange vehicle to the Customer's location.
 - iv. The Customer will pay for any costs relating to delivery of a change over vehicle as a result of any single Vehicle accident. This charge applies irrespective of any Liability Reduction taken.
 - v. A new Vehicle Security Deposit will be required for the exchange Vehicle.
- D. Time Frame for Settlement of Customer Liability Claims
- i. BEYOND shall use best endeavours to ensure that any money due back to the Customer is forwarded as quickly as possible, however Third Party claims can take months or even years to resolve. BEYOND cannot force the destiny of these claims, and the Customer acknowledges that handling of these claims is up to BEYOND's Insurer and the Third Party, whether they be insured or not.
 - ii. BEYOND agrees to refund any Vehicle Security Deposit refunds applicable within 60 days of receiving final resolution and payment relating to Third Party claims.
 - iii. For information regarding outstanding claims or Vehicle Security Deposit refunds please contact the BEYOND Claims Department
 - iv. The Customer agrees to provide all reasonable assistance to BEYOND in handling any claim including providing all relevant information and attending Court to give evidence.

Important Note: Under no circumstances should the Customer attempt to start or drive a vehicle that has been involved in an accident, damaged by rollover, water submersion or any other means without permission from BEYOND. If the Vehicle is un-driveable after an accident and the Customer would like to have a replacement Vehicle, which will be subject to time, distance and availability, the Customer must make his/her own way (at the Customer's expense) to the nearest BEYOND branch. Should the Customer require a change over vehicle, a new Vehicle Security Deposit is required and this amount is determined by the Liability Reduction Option.

22. VEHICLE SECURITY DEPOSIT

- A. On pick-up of the Vehicle, the Customer agrees to pay a Vehicle Security Deposit. The Customer authorises BEYOND to deduct from the Vehicle Security Deposit any amounts due by them to BEYOND arising out of the agreement. The Vehicle Security Deposit amount is determined by the Liability Reduction Option selected. Only the Customer's credit card is suitable for the purpose of supplying a Vehicle Security Deposit.
- B. If the Customer does not take Liability Reduction Option 1, Option 2 or the 4WD Explorer Cover the Security Deposit is AU\$7,500 payable by the Customer's credit card only. The amount will be debited from the Customer's account immediately.
- C. If Liability Reduction Option 1 has been taken the Vehicle Security Deposit is AU\$5,000, payable by the Customer's credit card only. The amount will be debited from the Customer's account immediately.
- D. If Liability Reduction Option 2 has been taken the Vehicle Security Deposit is AU\$2000, payable by the Customer's credit card only. The amount will be debited to the customer's account immediately.
- E. If 4WD Explorer Cover has been taken, the Vehicle Security Deposit is AU\$500 payable by the customer's credit card only. The amount will be debited from the customer's account immediately.
- F. The Vehicle Security Deposit is fully refundable if the card used to provide the Vehicle Security Deposit is a Visa or MasterCard, provided the Vehicle is returned on time, to the correct location, undamaged, in a clean condition, no missing items and with full fuel tanks (fuel being petrol, diesel and LPG gas) with the exception of the credit card surcharge.
- G. BEYOND reserves the right to retain an AU\$220 cleaning fee if the Vehicle is not returned in a clean condition and free of mud. This includes smoking related cleaning, as smoking is not permitted in the vehicle. The toilet and wastewater tank (if applicable) must be emptied prior to the return of the Vehicle, or an additional AU\$125 soiling fee will be retained.
- H. Except where the Customer has purchased Pre-purchase Gas Option and/or Pre-purchase Fuel Option, failure to return the vehicle with full petrol, diesel and/or LPG tanks will result in refill charges.
- I. The customer may pay their bond via bank transfer with the approval of Drive Beyond. The funds will need to have cleared in Drive Beyonds account prior to the vehicle being released to the customer.

23. TERMINATING THE AGREEMENT & REPOSSESSING THE VEHICLE

- A. The hirer acknowledges that the owner may terminate this agreement and repossess the vehicle (and for that purpose enter upon any premises and remove the vehicle) at any time, without notification to the hirer, and that the hirer will pay the reasonable cost of repossessing the vehicle, including towing charges if:
 - i. The hirer is in breach of any material term of this agreement;
 - ii. The hirer has obtained the vehicle through fraud or misrepresentation;
 - iii. The vehicle appears to be abandoned;
 - iv. The vehicle is not returned on the agreed return date or the owner reasonably believes that the vehicle will not be returned on the agreed return date;
 - v. The owner considers, on reasonable grounds, that the safety of the passengers or the condition of the vehicle is endangered.
 - vi. The customer has damaged the vehicle
- B. The hirer understands that in the event of such termination or repossession, the hirer has no right to a refund of any part of the rental charges or the vehicle security deposit.

24. INFRINGEMENTS

The owner reserves the right to charge the hirer for any traffic or parking fines or unpaid toll notices received; associated administration costs and/or accidents including third party property damage not reported on return of the vehicle. The administration fee per incident or fine/notice received will be AU\$50

25. RENTAL CHARGES

Total charges as set out in your rental agreement are not final. The hirer will pay any shortfall in charges to the owner and the hirer will receive a refund for any over charges made by the owner. Wherever possible, any amendment to charges will be notified to the hirer at conclusion of rental, and the hirer agrees to payment of any such charges at the time.

26. CREDIT CARD PAYMENT

- A. If a credit card is presented as payment, the credit card holder will be jointly and severally liable as a hirer.
- B. The following credit cards will be accepted: Visa and Mastercard. A credit card administration fee of 2% applies to use of Visa and Mastercard. The credit card administration fee will not be refunded.
- C. If the hirer cancels the booking, the hirer agrees that:
 - i. The owner is irrevocably authorised to complete any documentation and take any other action to recover from the hirer's credit card issuer all amounts due by the hirer pursuant to this agreement, including, but not limited to, any amounts due in respect of damage to the vehicle or to property of a third party and all other additional charges as they are incurred including all parking and traffic infringement penalties, road toll fines and associated administration costs;
 - ii. The hirer will not dispute his/her liability to the owner for any amount properly due under this agreement and the hirer shall indemnify and keep indemnified the owner against any loss incurred (including legal costs) by reason of notifying the hirer's credit card issuer of such dispute;
 - iii. In the event that the owner elects to accept payment of the vehicle security deposit by holding a signed and authorised open credit card voucher which is returned to the hirer at the completion of the rental period, the hirer agrees that the owner is entitled to recover payment from the hirer's credit card issuer pursuant to paragraph A).
- D. In respect of any amounts due which were not known at the time of return of the voucher; and
- E. The owner may process credit card charges pertaining to the rental after the hire period.
- F. The hirer acknowledges that all transactions under this agreement are conducted in Australian dollars. Due to exchange rate fluctuations and bank fees, there may be a variance between the amount initially debited against the hirer's credit card and the amount refunded. The owner accepts no liability for any such variation.

27. BARTECARD

Bartercard is not an accepted payment type for rentals in Australia.

28. PERSONAL AND COMPANY CHEQUES

Personal and company cheques will not be accepted as payment for rentals at the time of pick-up. Personal or company cheques are not acceptable as the vehicle security deposit.

29. CONDITIONAL UPON PAYMENT

The hirer agrees that provision of any rental vehicle is conditional upon the owner being paid (prior to travel commencing) by the travel agent or travel wholesaler who arranged the vehicle rental on the hirer's behalf. The hirer will be responsible for the entire cost of the hire should the voucher they present not be paid by the agent. The total payment will be charged to the hirer's credit card should payment from the agent not be received.

30. RATES AND CONDITIONS

Rates and Conditions quoted in our documentation are subject to change without notice. However (subject to changes in legislation or errors) we will not alter rates or conditions applicable to your rental once your booking has been confirmed by Rent BEYOND Pty Ltd. Any booking amendments will result in the rate booked being recalculated at the rate applicable on the date of amendment. Please note all prices are quoted and payable in Australian dollars.

31. PAYMENT OF CHARGES - JOINT AND SEVERAL LIABILITY

All charges and expenses payable by the Customer under this Agreement are due on demand by BEYOND including any collection costs and reasonable legal fees incurred by BEYOND Customer in the event of a failure by the Travel Agent or Travel Wholesaler to pay for the rental.

32. PROPER LAW

This agreement is governed by the laws of the state of Queensland, Australia, and Australia where applicable.

33. CUSTOMER WARRANTIES

The hirer warrants that all information supplied by them to the owner in connection with this agreement is true.

34. ENTIRE AGREEMENT

This agreement constitutes the entire agreement of the parties and there are no other oral undertakings, warranties or agreements between the parties relating to the subject matter of this agreement.

35. RELEASE AND INDEMNITY OF BEYOND

- A. The Customer releases BEYOND, its employees and agents, from any liability to the Customer (regardless of who is at fault), for any loss or damage incurred by the Customer by reason of rental, possession or use of the Vehicle.
- B. The Customer hereby indemnifies and shall keep indemnified BEYOND, its employees and agents, against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of the Customers use and/or possession of the Vehicle.
- C. Any indemnity required of the Customer shall not operate to indemnify BEYOND in respect of any negligent act by BEYOND.
- D. Nothing contained in these terms and conditions shall exclude any express or implied conditions, warranties or requirements that cannot be so excluded under the Trade Practices Act or any other corresponding state legislation that may be applicable.