



## 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 Maya Rental Wheelchair Van & Car Pty Ltd ACN 651 688 792 (**MRWVC, us, our**).

## DISCLAIMER

Before you rent any of MRWVC's Vehicles, please make sure you read and understand the below.

- (a) Any information on the Website or in our Services is not professional advice of any type – including legal and financial advice. If you require such advice, we suggest you see an independent professional.
- (b) If you are an NDIS participant, you are at all times responsible for the management of your NDIS Plan. We will not be held responsible for any issues involving your NDIS Plan or non-compliance, non-attendance at any appointments, non-payment of any fees due, NDIS prices, or any other issues that may arise.

## 1 RENTAL FORM, THIS AGREEMENT

- (a) These Rental Terms will apply to all the Customer's dealings with MRWVC, including being incorporated in all agreements, quotations or orders under which MRWVC 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 MRWVC after receiving or becoming aware of this Agreement.
- (c) By accepting this Agreement, the Customer acknowledges and warrants that:
  - (i) the Customer and Authorised Drivers have read, understood and agree to these Rental Terms;
  - (ii) that the Authorised Drivers set out in the Rental Form are the only drivers permitted to drive the Vehicle;
  - (iii) the Customer is not permitted to drive the Vehicle unless it has been listed as an Authorised Driver in the Rental Form; and
  - (iv) the Authorised Drivers:
    - (A) are at least 25 years old less but not over 70 years old;
    - (B) each hold a valid, full driver's licence that permits the Authorised Drivers to drive the Vehicle in Australia (not a learner or provisional driver licence);
    - (C) will provide copies of the Authorised Drivers' valid driver's licence/s to MRWVC before renting any Vehicle; and
    - (D) has the legal capacity to enter into this Agreement.
- (d) The Customer acknowledges and agrees that any breach of clause 1(c) will be a Major Breach of 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.

## **2 MAJOR BREACH OF THIS AGREEMENT**

- (a) If the Customer or any Authorised Drivers commit a Major Breach of this Agreement, MRWVC's insurance will not apply and the Customer and Authorised Drivers are liable for all Damage, theft of the Vehicle and Third Party Loss.
- (b) The Customer must, and must ensure that Authorised Drivers must pay for any additional costs or expenses MRWVC incurs in connection with the Major Breach.

## **3 RENTAL**

MRWVC provides to the Customer and the Customer accepts from MRWVC the rental of the Vehicle upon and subject to the provisions of this Agreement.

## **4 PRE RENTAL**

- (a) The Customer warrant that it:
  - (i) will send a copy of the Authorised Drivers' valid driver's licence/s within 24 hours of confirming the booking to Mayas' Email Address set out in the Rental Form;
  - (ii) have read and understood any recommendations, instructions and instructional materials provided by MRWVC, including any safety checklists and maintenance requirements described within those materials; and
  - (iii) ensure that any person collecting or taking delivery of the Vehicle on behalf of the Customer is authorised by the Customer to do so and the Customer will not allege that any such person is not so authorised.
- (b) Any breach of this clause 4 will be a Major Breach of this Agreement.

## **5 CUSTOMER OBLIGATIONS**

- (a) The Customer must, and must ensure Authorised Drivers:
  - (i) promptly provide MRWVC with all documentation, information and assistance reasonably required for MRWVC to decide whether to provide the Vehicle;
  - (ii) promptly liaise with MRWVC as it reasonably requests for the purpose of enabling MRWVC to provide the Vehicle.
- (b) The Customer agrees that it is responsible for the acts and omissions of Authorised Drivers and any other person that the Customer or Authorised Drivers allow to use the Vehicle.

## **6 VEHICLE USE**

### **6.1 USE**

- (a) The Customer must ensure that Authorised Drivers drive the Vehicle:
  - (i) in a proper and skilful manner;
  - (ii) in accordance with MRWVC's and 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 Authorised Drivers or passengers of the Vehicle to:
  - (i) use the Vehicle for any dangerous, unsafe or illegal purpose, contest or performance test;
  - (ii) carry more than the number of passengers for which the Vehicle has working seatbelts;
  - (iii) allow any person except the Customer and, if applicable, any Authorised Drivers to operate the Vehicle;
  - (iv) remove, dismantle or any other event data recorder that may be included in the Vehicle;
  - (v) modify the Vehicle in any way;
  - (vi) use the Vehicle, or allow the Vehicle to be used, when it is damaged or unsafe;
  - (vii) drive the Vehicle off-road or on an unsealed road;
  - (viii) use the Vehicle to cross through any body of water of any depth;
  - (ix) use, or allow the Vehicle to be used, while the driver is under the influence of alcohol or drugs;
  - (x) use the Vehicle to carry or transport any inflammable, corrosive or explosive substances (excluding the fuel contained in the Vehicle's gas tank);
  - (xi) use the Vehicle to transport animals;
  - (xii) smoke in the Vehicle;
  - (xiii) use the Vehicle for the commission of any criminal act or terrorist act as defined by *The Criminal Code 1995* (Cth);
  - (xiv) use the Vehicle to jumpstart or recover another vehicle;
  - (xv) use the Vehicle to carry passengers for payment of any kind;
  - (xvi) affix or install any accessories, equipment or device on or to the Vehicle without MRWVC's prior written consent; or
  - (xvii) use the Vehicle for the conveyance or towing of any load unless the Customer receives MRWVC'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) When the Vehicle is not being driven, the Customer must keep it locked and keep the keys under your, or if applicable, the Authorised Drivers', control at all times.
- (d) The Customer must, and must ensure Authorised Drivers:
  - (i) keep the Vehicle engine on at all times while operating the wheelchair hoist/lift or ramp;
  - (ii) ensure that any area surrounding the Vehicle is safe and clear before loading and unloading the wheelchair, the Customer or any other passenger of the Vehicle;
  - (iii) ensure that wheelchair, the Customer and any other passenger of the Vehicle is properly restrained and secured before operating the Vehicle;
  - (iv) keep any records in relation to the use of the Vehicle reasonably required by MRWVC, as notified to the Customer from time to time; and

- (v) when the Vehicle is unattended, keep it locked and keep the keys under the Customer's, or if applicable, the Authorised Drivers' control at all times.

## 6.2 MAINTENANCE

The Customer must, and must ensure that Authorised Drivers take reasonable care of the Vehicle including by:

- (a) only filling the Vehicle with fuel of a type that meets the Vehicle's specifications or as otherwise agreed in writing;
- (b) preventing it from being damaged;
- (c) ensuring it is protected from the weather; and
- (d) ensuring the Vehicle is not overloaded.

## 6.3 MILEAGE LIMIT

The Customer must:

- (a) not allow the Vehicle to be driven over the Mileage Limit specified in the Rental Form;
- (b) promptly pay to MRWVC additional fees at the Excess Mileage Rate if the Customer fails to comply with clause 6.3(a).

## 6.4 FUEL

The Customer must:

- (a) ensure that the Vehicle has a full tank of petrol when it is returned to MRWVC, unless specified otherwise in the Rental Form;
- (b) only fill the Vehicle with fuel of a type that meets the Vehicle's specifications; and
- (c) promptly pay to MRWVC the costs of refuelling the Vehicle at the Fuel Refill Rate, in addition to an administrative fee of \$25, if the Customer fails to comply with clause 6.4(a).

## 6.5 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 will apply as set out in the Rental Form or otherwise notified to the Customer by MRWVC (**Cleaning Fee**). The Customer must pay the Cleaning Fee covering the total cost to MRWVC to clean the Vehicle.
- (b) The Cleaning Fee charged to the Customer will be MRWVC's reasonable costs of ensuring the returned Vehicle is Clean, as reasonably determined by MRWVC and which may exceed the Cleaning Fee.
- (c) The Customer is responsible for removing all personal items and/or food from the Vehicle prior to returning it. MRWVC has no responsibility for any personal items that are in the Vehicle upon return.

## 6.6 FINES AND TOLLS

The Customer acknowledges and agrees that:

- (a) MRWVC will not be responsible for the costs of all tolls, infringement notices and fines (e.g. tolls, parking tickets, speeding above the required limit, 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 Authorised Drivers' possession (**Third Party Charges**); and

- (b) if any Third Party Charge is incurred by MRWVC, then MRWVC will charge the Customer:
  - (i) an amount equal to that Third Party Charge; and
  - (ii) 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.

## 7 DELIVERY AND RETURN

### 7.1 DELIVERY AND RETURN

- (a) Subject to clause 16, if the Rental Form states that delivery and collection of the Vehicle is included, the Customer must:
  - (i) ensure they are available to receive the Vehicle from the Delivery Address at the Start Time on the Start Date; and
  - (ii) ensure that the Vehicle is available for collection from the Return Address at the Return Time on the Return Date.
- (b) If the Rental Form states that delivery and collection of the Vehicle is not included, then the Customer and/or Authorised Drivers must:
  - (i) collect the Vehicle from the Delivery Address at the Start Time on the Start Date; and
  - (ii) return the Vehicle to the Return Address at the Return Time on the Return Date.
- (c) The Customer and/or Authorised Drivers must return the Vehicle 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 Equipment and in the same state of cleanliness as the Vehicle was on Start Date.
- (e) If the Customer or Authorised Drivers do not comply with 7.1(a)(ii) or 7.1(b)(ii) (as applicable), the Customer must pay the Late Charge (in addition to the Fees) as set out in the Rental Form.

### 7.2 VEHICLE INSPECTION REPORT

- (a) Prior to the Start Time on the Start Date of picking up the Vehicle, MRWVC will conduct a physical inspection of the vehicle and note any existing damage to the Vehicle in the form of the vehicle inspection report at Schedule 1 (**Vehicle Inspection Report**). The Customer and/or Authorised Drivers will then have an opportunity to inspect the Vehicle and will be provided with the Vehicle Inspection Report to review. The Customer and/or Authorised Drivers may note any other existing damage to the Vehicle before signing the Vehicle Inspection Report.
- (b) By accepting or signing the Vehicle Inspection Report (including through an Authorised Driver), the Customer acknowledges and agrees that:
  - (i) the Vehicle has been inspected (including the safety checklists) 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) there is no Overhead Damage and Underbody Damage;
  - (iv) 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

- (v) the Vehicle is rented out to the Customer in the condition as set out in the Vehicle Inspection Report.
- (c) On the Customer and/or Authorised Drivers returning the Vehicle to MRWVC, MRWVC will conduct a physical inspection of the vehicle. Unless otherwise agreed by MRWVC, the Customer and/or Authorised Drivers must stay in attendance until MRWVC has completed its inspection.
- (d) If, MRWVC agrees to the Customer and/or Authorised Drivers leaving before MRWVC has completed its inspection, MRWVC may inspect the Vehicle within a reasonable time of the Customer and/or Authorised Drivers returning the Vehicle.
- (e) 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**), MRWVC 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.
- (f) The Customer is liable for and agrees to pay for the cost to repair the New Damage.

MRWVC may deduct the cost of repairing the New Damage and any inspection costs (if applicable) from the Bond and issue an invoice for reimbursement for the balance of repair costs not covered by the Bond, and the Customer must pay such invoice by the time(s) required in the invoice.

## 8 EXTENSION OF THE RENTAL TERM

- (a) If the Customer wishes to extend the Rental Term, the Customer must notify MRWVC in writing. MRWVC may in its absolute discretion accept or reject any extension request.
- (b) If an extension request is accepted, MRWVC will provide the Customer with an invoice for the additional fees payable, and:
  - (i) the Customer must pay the additional fees within 24 hours; and
  - (ii) the Customer may keep the Vehicle for the extended rental period.
- (c) If an extension request is rejected, or the additional fees are not paid on time, then:
  - (i) the Vehicle must be returned on the original Return Date in accordance with 7.1; or
  - (ii) the Late Charge will be payable (in addition to the Fees) in accordance with the Hire Form until the Customer returns the Vehicle.

## 9 BREAKDOWNS

- (a) MRWVC is not responsible for:
  - (i) Damage as a result of using the incorrect fuel type;
  - (ii) Damage to the Vehicle (including the wheelchair hoist/lift and ramp) because of incorrect operation;
  - (iii) all Overhead Damage and Underbody Damage;
  - (iv) a flat battery because the lights or entertainment systems have been left on;
  - (v) lost keys or remote control devices; or
  - (vi) keys or remote control devices locked in the Vehicle,

and extra charges may apply if services are required to fix any of the above.

- (b) If the Vehicle is faulty, breaks down or becomes unsafe to use during the Rental Term (**Breakdown**), or otherwise in the possession of the Customer or any Authorised 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.
- (c) 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 Authorised Driver, then:
  - (i) the Customer must immediately notify us of the Breakdown;
  - (ii) after we receive the Customer's notification, we may arrange for the Vehicle to be towed to the closest repair centre;
  - (iii) if repairs cannot be completed within a reasonable time, we will endeavour to replace your Vehicle with a similar model and, if such a replacement is not possible, we will refund your Bond and only charge you the Hire Rate for the period which the Vehicle was operational (which is not an admittance of fault by MRWVC); and
  - (iv) if a replacement Vehicle is provided, your Bond will be transferred to the new Vehicle, and we will cover the reasonable costs of transporting the replacement Vehicle to your current location.

## 10 ACCIDENTS

- (a) 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 (**Incident**), the Customer must:
  - (i) take all reasonable steps to mitigate the severity of the Incident;
  - (ii) exchange all relevant details with the other driver, including their name, address, licence number and the same of any witnesses;
  - (iii) promptly report the incident in writing to MRWVC;
  - (iv) promptly report the incident to the local police (if required by Law);
  - (v) not, without MRWVC'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;
  - (vi) permit MRWVC or an insurer to bring, defend, enforce or settle any legal proceedings in the Customer's name in relation to the incident; and
  - (vii) provide to MRWVC, within a reasonable time, any statement, information or assistance which MRWVC or an insurer requests, including by attending a lawyer's office or a court to give evidence.
- (b) If the Vehicle is involved in an Incident where the Customer and/or Authorised Drivers are at fault, this will be a Major Breach of this Agreement and clause 2 will apply.
- (c) If the Vehicle is stolen, or involved in an Incident where any person is injured, the other party leaves the scene without providing their details, or the other party appears to be under the influence of alcohol or drugs, you or the Authorised Driver must report the theft or Incident to the police.
- (d) If the Vehicle is involved in an Incident, whether you are at fault or not:

- (i) the Fees paid for the remaining Rental Term will not be refundable; and
  - (ii) you may request a replacement Vehicle for the remainder of the Rental Term, which will be provided if possible, however MRWVC does not guarantee that any replacement Vehicle will be available.
- (e) If a replacement Vehicle is provided, you will be liable to pay a replacement Bond for the replacement Vehicle, and the reasonable costs of transporting the replacement Vehicle to your current location.

## **11 LOSS, DAMAGE AND PERSONAL INJURY**

The Customer will be fully responsible to MRWVC 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 Authorised Drivers' possession, notwithstanding whether the loss or damage was the Customer's/Authorised Drivers' fault, and must give reasonable notice to MRWVC 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 Authorised Drivers' possession.

## **12 INSURANCE AND EXCESS REDUCTION**

- (a) MRWVC 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 MRWVC in respect of such a claim.
- (b) If an Excess Reduction Fee is set out in the Rental Form, and the Customer pays this amount to MRWVC at the times set out in the Rental Form, then the excess payable under clause 12(a) will be limited to the amount set out in the Rental Form.
- (c) Subject to insurance policy of MRWVC that covers the Customer, which MRWVC has indicated it will claim against to cover the Customer, if the Vehicle is damaged, destroyed or stolen during the Rental Term, or otherwise while the Vehicle is in the Customer's or an Authorised Drivers' possession, the Customer must compensate MRWVC for any costs of repair or replacement.

## **13 PAYMENT**

### **13.1 FEES**

The Customer must pay the Fees to MRWVC, in the amounts and at the times set out in the Rental Form or as otherwise agreed in writing.

### **13.2 TIME FOR PAYMENT**

Unless otherwise agreed in writing or in a Rental Form:

- (a) the Customer must pay the Fees on or before the Payment Due Dates specified in the Rental Form; and
- (b) if MRWVC issues an invoice to the Customer, payment must be made by the time(s) specified in such invoice.

### **13.3 PAYMENT METHOD**

The Customer must pay Fees using the fee payment method specified in the Rental Form.



#### 13.4 BOND

If the Rental Form includes a Bond in the Fees, the Customer acknowledges and agrees that:

- (a) the Bond is payable to cover the non-payment of any amount owed by the Customer under this Agreement, including due to loss, theft or damage to the Vehicle.
- (b) upon return of the Vehicle, MRWVC may claim the Bond against any amount owed by the Customer to MRWVC under this Agreement.
- (c) MRWVC may hold the Bond for approximately 7 days after the return of the Vehicle, or until such time that MRWVC is reasonably satisfied that there have not been any damages, infringements 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 MRWVC, or if the owing amounts have been claimed from the Bond and there is a remaining amount, then the relevant remaining amount will be returned to the Customer's original Payment Method.

#### 13.5 LATE PAYMENT

If the Customer does not pay MRWVC the amounts due and payable under this Agreement on or before its due date, without limiting any of Mayas' other rights under this Agreement, the Customer must pay MRWVC interest at the rate of **10%** per annum on each amount outstanding, from the due date for payment to the date on which the payment is received by MRWVC.

#### 13.6 GST

Unless otherwise indicated, amounts stated in a Rental Form do not include GST. In relation to any GST payable for a taxable supply by MRWVC, the Customer must pay the GST subject to MRWVC providing a tax invoice.

#### 13.7 CARD SURCHARGES

MRWVC 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).

#### 13.8 PAYMENTS OTHER THAN FEES

Immediately on request by MRWVC, the Customer will pay:

- (a) the price of any Vehicle which is for whatever reason not returned to MRWVC;
- (b) the full cost of repairing any damage to the Vehicle caused or contributed to by the Customer;
- (c) all costs incurred by MRWVC in delivering and recovering possession of the Vehicle; and
- (d) any expenses and legal costs (including commission payable to a commercial agent) incurred by MRWVC in enforcing this Agreement due to the Customers default.

### 14 PERSONAL PROPERTY

MRWVC 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 MRWVC 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 MRWVC, notwithstanding delivery of the Vehicle to the Customer / Authorised Drivers or the possession and use of the Vehicle by the Customer / Authorised Drivers.
- (b) The Customer and any Authorised Drivers will not have any right, title or interest in or to the Vehicle except as expressly set out in this Agreement.

### **15.2 POSSESSION**

The Customer must not (and must ensure Additional Drivers and any other users of the Vehicle do not), without MRWVC'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 MRWVC's option, MRWVC 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 EARLY RETURN**

- (a) Notwithstanding any other clause in this Agreement, MRWVC may demand the early return of the Vehicle to the Return Address, or retake possession of the Vehicle, if MRWVC 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 MRWVC, before the Return Date, the Customer may be entitled to the Early Return Discount set out in the Rental Form.

## **17 RISK, LIABILITY AND INDEMNITIES**

### **17.1 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 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.

### **17.2 LIABILITY**

To the maximum extent permitted by applicable law, the maximum aggregate liability of MRWVC to the Customer in respect of loss or damage sustained by the Customer under or in connection with this Agreement:

- (a) is totally excluded, to the extent it concerns liability for indirect, special and consequential damages, and damages (whether direct or indirect) reflecting loss of revenue, loss of profits and loss of goodwill (except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth)); and
- (b) is limited to the total Fees paid to MRWVC by the Customer under this Agreement in the 6 months before the event giving rise to the liability occurred (or, where there are multiple events, the date of the first such event).

### 17.3 INDEMNITIES

The Customer indemnifies MRWVC from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of:

- (a) the casual maintenance, use, storage or operation of the Vehicle during the Rental Term or otherwise when the Vehicle is in the Customer's, or any Authorised Drivers', possession;
- (b) injuries to or deaths of persons and damage to property in connection with the Vehicle during the Rental Term or otherwise when the Vehicle is in the Customer's, or any Authorised Drivers' possession;
- (c) any breach of this Agreement by the Customer or any Authorised Driver; or
- (d) any negligent, fraudulent or criminal act or omission of the Customer, Authorised Driver or any other person who the Customer allows to use the Vehicle.

## 18 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 Customer may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services we provide.

## 19 TERMINATION

### 19.1 TERMINATION BY MRWVC

MRWVC 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.

### 19.2 TERMINATION BY THE CUSTOMER

- (a) The Customer may terminate this Agreement in whole or in part by written notice to MRWVC.
- (b) If the notice under clause 19.2(a) is:
  - (i) 48 hours or more prior to the Start Date, MRWVC will provide the Customer with a full refund of any Fees paid;
  - (ii) less than 48 hours prior to the Start Date, MRWVC will provide the Customer with a 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.

### 19.3 EFFECT OF TERMINATION

Upon termination of this Agreement, the Customer must promptly:

- (a) pay any payments required by MRWVC 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 MRWVC, deliver the Vehicle and any other goods included in a Rental Form (such as Equipment) to the Return Address.

#### 19.4 SURVIVAL

Any provision of this Agreement which, by its nature, would reasonably be expected to be performed after the termination, will survive and be enforceable after such termination.

### 20 NOTICES

- (a) A notice or other communication to a party under this Agreement must be:
  - (i) in writing and in English; and
  - (ii) delivered via email to the other party, to the email address specified in this Agreement, or if no email address is specified in this Agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this Agreement as at the date of this Agreement (**info@mayarental.com.au**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
  - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or
  - (ii) when replied to by the other party, whichever is earlier.

### 21 GENERAL

#### 21.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in Queensland, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland, 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 objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

#### 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.

#### 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.

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.

22 DEFINITIONS

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

<b>Term</b>	<b>Meaning</b>
<b>Administration Fee</b>	This fee is only charged if the Customer incurs any tolls, infringements (e.g. driving fines and penalties) when the Customer is using the Vehicle. This fee is charged on top of the amount of the toll and/or infringement.
<b>Agreement</b>	means the understanding and arrangement of renting an Vehicle between the Customer and MRWVC.
<b>Authorised Driver</b>	means a person described as such in a Rental Form, who meets the requirements set out in clause 1(c).
<b>Bond</b>	means the amount set out in the Rental Form as the amount payable to MRWVC that will be refunded on return of the Vehicle unless MRWVC is entitled under this agreement to retain it.
<b>Breakdown</b>	has the meaning set out in clause 9(b).
<b>Business Day</b>	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 Queensland.
<b>Clean</b>	has the meaning set out in clause 6.5(a).
<b>Cleaning Fee</b>	means the fee for cleaning stated in the Rental Form, or if no amount is specified in the Rental Form, then otherwise agreed in writing.
<b>Customer, you, your</b>	means the person who hires the Vehicle from MRWVC, as named as such in the Rental Form.

<b>Damage</b>	means any damage to the Vehicle, including its parts, components and accessories, that is not reasonably considered to be fair wear and tear, or any thing that makes the Vehicle unroadworthy.
<b>Equipment</b>	means any included 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.
<b>Fees</b>	has the meaning set out in the Rental Form.
<b>Holding Period</b>	has the meaning set out in clause 13.4(c).
<b>Incident</b>	has the meaning set out in clause 10(a).
<b>Laws</b>	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.
<b>Major Breach</b>	means any breach of any requirement of clauses 1(c), 4 or 10 causes Damage, theft of the Vehicle or Third Party Loss.
<b>Overhead Damage</b>	means any Damage to the Vehicle at or above the level of the top of the front windscreen of the Vehicle.
<b>Rental Form</b>	has the meaning set out in clause 1(a) of these Rental Terms.
<b>Rental Term</b>	means the period of Vehicle rental, from the Start Date, set out in the Rental Form until the Vehicle is returned to MRWVC.
<b>Return Address</b>	means the return address set out in the Rental Form.
<b>Return Date</b>	has the meaning set out in the Rental Form.
<b>Services</b>	means the services to be performed performed by MRWVC under a Rental Form for a Customer.
<b>Start Date</b>	has the meaning set out in the Rental Form.
<b>Third Party Loss</b>	means any damage or loss to any property owned by a third party, including other motor vehicle and any claim for third party loss of income.
<b>Underbody Damage</b>	means any Damage to the underside of the Vehicle that is not caused by another vehicle.
<b>Vehicle</b>	means the Vehicle including the Equipment, wheelchair hoist/lift and ramp, accessories and any other items set out in the Rental Form or otherwise provided to you under this agreement, including any other disability related equipment.
<b>Vehicle Inspection Report</b>	means the vehicle inspection report in <b>Error! Reference source not found.</b> / provided to the Customer upon pick up of the Vehicle.
<b>Website</b>	means MRWVC's website, being <a href="mailto:info@mayarental.com.au">info@mayarental.com.au</a> and any other websites MRWVC operates with the same domain name and a different extension.

**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.