

VEHICLE RENTAL/COURTESY VEHICLE TERMS AND CONDITIONS

These Vehicle Rental Terms and Conditions ("Terms") apply to every rental of a vehicle from Delen One Pty Ltd ABN 21 669 320 718, Ruan Service Group Pty Ltd T/A Car One Automotive ("Delen One", "Car One", "Car One Automotive", "Ruan Service Group", "we", "us", "our").

By signing a Rental Agreement, collecting a vehicle, or using a vehicle supplied by us, you agree to be bound by these Terms.

1. DEFINITIONS

Vehicle means the motor vehicle rented to you together with all accessories, keys, tyres, tools, equipment, GPS devices, child seats and other items supplied with it.

Rental Agreement means the rental form signed by the customer which identifies the renter, vehicle, rental period, fees and charges.

Renter, you, or your means the person named on the Rental Agreement and any authorised additional driver approved by us.

Rental Period means the period from collection of the Vehicle until the Vehicle is returned to and accepted by us.

2. DRIVER ELIGIBILITY

The Vehicle may only be driven by:

- The renter named in the Rental Agreement; and
- Any additional driver approved by us in writing.

All drivers must:


- Be at least 21 years of age unless otherwise approved by us;
- Hold a current and valid driver's licence appropriate for the Vehicle class;
- Have held a valid licence for at least 12 consecutive months;
- Produce identification and licence documentation when requested.

The renter remains fully responsible for the Vehicle and compliance with these Terms at all times.

3. VEHICLE CONDITION

The Vehicle is supplied in a roadworthy condition.

Before driving the Vehicle, you must:

- Inspect the Vehicle;
 - Notify us of any existing damage not already recorded;
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- Ensure you are satisfied with its condition.

You are responsible for any new damage occurring during the Rental Period, subject to any applicable insurance cover.

4. USE OF THE VEHICLE

You agree to:

- Operate the Vehicle safely and responsibly;
 - Comply with all laws and road rules;
 - Use the correct fuel type;
 - Take reasonable care of the Vehicle;
 - Secure the Vehicle when unattended;
 - Maintain appropriate oil, coolant and tyre levels where required.
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5. PROHIBITED USES


The Vehicle must not be used:

- By any unauthorised driver;
- While the driver is under the influence of alcohol, drugs or any substance impairing driving ability;
- For any unlawful purpose;
- For racing, speed testing, competitions or driver training;
- On beaches, river crossings, flooded roads or through standing water;
- In a reckless, dangerous or negligent manner;
- To carry loads exceeding the Vehicle's capacity;
- To tow vehicles or trailers unless approved by us;
- To transport hazardous, illegal or dangerous goods;
- In any manner likely to cause excessive wear, damage or loss.

Any use of the Vehicle in breach of this clause may result in the renter becoming liable for the full cost of all loss or damage.

6. RENTAL FEES AND CHARGES

You agree to pay:

- Rental charges;
 - Security bond amounts;
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- Fuel charges;
- Cleaning charges;
- Damage charges;
- Insurance excess amounts;
- Toll charges;
- Traffic and parking fines;
- Administrative fees; and
- Any other fees specified in the Rental Agreement.

All amounts are payable immediately upon demand.

7. SECURITY BOND

A security bond may be required before vehicle collection.

The bond may be used to cover:

- Damage;
- Fuel shortages;
- Cleaning costs;
- Late return fees;
- Unpaid tolls;
- Fines;
- Outstanding rental charges; and
- Any other amounts owed under these Terms.


Any remaining balance will be refunded after final inspection and reconciliation.

8. FUEL

Unless otherwise stated:

- The Vehicle is supplied with fuel;
- The Vehicle must be returned with the same fuel level as supplied.

If the Vehicle is returned with less fuel, we may charge:

- The cost of refuelling; and
 - An administration fee.
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No refund is payable for excess fuel remaining at return.

9. RETURN OF THE VEHICLE

You must return the Vehicle:

- On the agreed date and time;
- To the agreed location; and
- In substantially the same condition as received, fair wear and tear excepted.

Additional charges may apply if:

- The Vehicle is returned late;
- The Vehicle is returned excessively dirty;
- The Vehicle is returned to a different location without approval;
- Additional cleaning, transport or recovery is required.

Until the Vehicle is returned and accepted by us, you remain responsible for it.

10. ACCIDENTS, DAMAGE AND THEFT

You must immediately notify us if:

- The Vehicle is involved in an accident;
- The Vehicle is damaged;
- The Vehicle is stolen;
- The Vehicle becomes unsafe or unroadworthy.

You must:

- Obtain details of all parties involved;
- Notify police where required by law;
- Cooperate with insurers and investigators;
- Complete any incident reports requested by us.

You must not admit liability on our behalf.

11. LIABILITY FOR DAMAGE

Subject to applicable insurance cover, you are responsible for loss or damage occurring during the Rental Period.

Your liability may include:



- Repair costs;
- Replacement costs;
- Towing and storage fees;
- Loss of rental income;
- Administrative costs; and
- Any uninsured loss suffered by us.

Where damage results from a prohibited use, insurance cover may be void and you may be liable for the full cost of the loss.

12. INSURANCE

Vehicles may be covered by insurance subject to the insurer's terms, conditions and exclusions.

The renter remains responsible for any applicable insurance excess.

Insurance may not apply where:

- These Terms are breached;
 - The Vehicle is used unlawfully;
 - An unauthorised driver is operating the Vehicle;
 - The driver is under the influence of alcohol or drugs;
 - False information has been provided.
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13. BREAKDOWNS AND ROADSIDE ASSISTANCE


If the Vehicle suffers a mechanical breakdown:

- Stop driving immediately where safe to do so;
- Contact us or our roadside assistance provider;
- Follow all instructions provided.

Roadside assistance caused by renter fault, including lost keys, flat batteries, incorrect fuel or running out of fuel, may be charged to the renter.

14. TOLLS, FINES AND INFRINGEMENTS

The renter is responsible for:

- Road tolls;
 - Parking fees;
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- Parking infringements;
- Traffic infringements;
- Government charges and penalties incurred during the Rental Period.

We may:

- Transfer liability notices to you;
- Pay charges on your behalf and recover the amount from you;
- Charge an administration fee for processing notices.

15. PERSONAL PROPERTY

Personal belongings left in the Vehicle remain entirely at the owner's risk.

To the maximum extent permitted by law, we are not responsible for loss, theft or damage to personal property.

16. GPS AND VEHICLE TRACKING

Vehicles may be equipped with GPS tracking, telematics or monitoring systems.

By renting the Vehicle, you consent to the collection, use and storage of location and operational data for legitimate business, security, insurance and compliance purposes.

17. PAYMENT AUTHORITY

You authorise us to charge any credit card, debit card or payment method provided by you for amounts owing under these Terms, including charges identified after the Vehicle has been returned.


We will provide supporting documentation where required.

18. TERMINATION

We may immediately terminate the rental and recover the Vehicle if:

- These Terms are breached;
- Payment is overdue;
- The Vehicle is being used unlawfully;
- The Vehicle is being used in a prohibited manner;
- We reasonably believe the Vehicle is at risk.

Termination does not affect any rights accrued before termination.



19. PRIVACY

We collect, use and disclose personal information in accordance with our Privacy Policy and applicable privacy laws.

Personal information may be shared with insurers, roadside assistance providers, debt recovery agencies, government authorities and service providers where reasonably necessary.

20. LIMITATION OF LIABILITY

Nothing in these Terms excludes rights that cannot legally be excluded under Australian Consumer Law.

To the maximum extent permitted by law, we are not liable for indirect, consequential or economic loss arising from the rental or use of the Vehicle.

21. GOVERNING LAW

These Terms are governed by the laws of Queensland, Australia.

Any dispute arising from these Terms shall be subject to the exclusive jurisdiction of the courts of Queensland.

CUSTOMER ACKNOWLEDGEMENT

By signing the Rental Agreement, I acknowledge that:

1. I have read and understood these Terms and Conditions.
 2. I agree to be bound by these Terms and Conditions.
 3. I understand my responsibilities regarding vehicle use, damage, insurance excess, tolls, fines and payment obligations.
 4. I consent to the collection and use of my information in accordance with these Terms and the Privacy Policy.
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