MI Rentals

ABN 69 620 987 402

Rental Terms and Conditions

1 Introduction

1.1 Rental Contract

(a) This Contract (**Rental Contract**) You have entered into with MI Rentals comprises:

(i) the rental document for the hire of the Vehicle (**Rental Agreement**); and

(ii) these terms and conditions of rental (**Terms and Conditions**).

When We refer to the Rental Contract We mean both of these documents read together.

(b) Please read the Rental Contract carefully. If there is anything that You or an Authorised Driver do not understand please ask at the Rental Station before signing the Rental Contract, as Your signature is Your acknowledgement that You have read and understood the Rental Contract in its entirety and that You agree to be bound by it.

1.2 Electronic signatures

We may use electronic signatures as a means of entry into the Rental Contract. When You insert an electronic signature, You consent to the use of this means of acknowledgment and acceptance of these Terms and Conditions and Your obligations under the Rental Contract.

1.3 Applicable law

(a) You have consumer rights conferred by the Australian Consumer Law and the Australian Securities and Investments Commission Act 2001 and neither this clause nor any other provision of the Rental Contract excludes, restricts or modifies any implied terms, guarantees or rights You may have under those laws or any other Federal, State or Territory legislation.

(b) The laws of Queensland and the Commonwealth of Australia govern the Rental Contract.

2 Rental Period

2.1 **Your rental**

(a) Your rental of the Vehicle from Us is for the Rental Period and at the rate shown in the Rental Agreement.

(b) The Vehicle **must** be returned to the Rental Station on the date and by the time shown in the Rental Agreement. If You return the Vehicle earlier than the date and time shown in the Rental Agreement We will not refund any unused daily Rental Charges to You unless You provide a reasonable explanation.

(c) We understand that circumstances change and that You may require the Vehicle for longer than the Rental Period. If so, You **must** notify Us at least 2 hours prior to the expiration of the Rental Period. If You fail to notify Us at least 2 hours before the expiration of the Rental Period that You require an extension, We may:

(i) terminate the Rental Contract; and

(ii) if the location of the Vehicle is known, recover it by lawful means or if it is unknown, after making reasonable attempts to contact You, report the Vehicle as stolen to the Police.

2.6 **Cancellation and 'No Show'**

(a) You may cancel Your rental and receive a Refund provided You give Us at least 24 hours' notice before the Rental Period is due to start. The full amount will be refunded less a cancellation charge of $10.

(b) If You have prepaid Your rental but fail to cancel Your reservation and fail to pick up the Vehicle the prepaid amount will not be refunded. A 'No Show' charge of full payment is applicable;

3 Costs, charges and payment

3.1 At the Start of Rental and before collecting the Vehicle You **must** pay the anticipated Rental Charges and the Security Bond.

3.2 At the end of the Rental Period You **must** pay:

(a) the balance of the Rental Charges (if any);

(b) all reasonable costs to return the Vehicle to the same condition it was in at the Start of Rental, subject to reasonable wear and tear, including but not limited to extra cleaning;

(c) any amounts payable under clauses:

(i) 3.4 (fines, infringements, penalties and court fees);

(ii) 6.1 (Damage Excess);

(iii) 7.1, 7.2 or 7.3(a) (Exclusions to Damage Cover);

(d) any costs We incur, including:

(i) refuelling costs; and

(ii) towing and car barge costs to an approved repairer; and

(iii) loss of income for the repair of the Vehicle time unable to be hired to a maximum of 5 days hire; and

(iv) extra cleaning costs;

(e) for all Overhead Damage;

(f) for all Underbody Damage; and

(g) for any Damage caused by the immersion of the Vehicle in water.

3.3 The Vehicle is supplied with a full tank of fuel. If You return the Vehicle without a full tank of fuel a refuelling charge will apply in addition to the cost of the fuel.

3.4 You are liable for and **must** pay:

(a) speeding and traffic fines, infringements and penalties arising from the use of the Vehicle;

(b) fines, infringements and penalties arising from parking, clamping, towing, or release of the Vehicle from compounds; and

(c) all court fees or costs arising from sub-clauses (a) or (b).

3.5 If We have paid any amount for which You are liable pursuant to clause 3.4 You will also be charged that amount together with an administrative fee.

3.6 If any amount is due to Us You authorise Us to charge Your credit or debit card with that amount, including an amount up to the Damage Excess and any amounts payable under clauses 3.2 to 3.4 (inclusive) or 7.1 to 7.3 (inclusive) . These charges may be made at any time during the Rental Period or a reasonable time after the end of the Rental Period.

3.7 If You fail to pay Us any amount due under the Rental Contract You **must** also:

(a) pay Us interest on that overdue amount calculated at the rate of 10% per annum and starting 7 days after the date that overdue amount became payable to Us and ending on the date of payment of all amounts due; and

(b) pay the reasonable costs and charges We incur in recovering or attempting to recover that overdue amount, including mercantile or debt collection fees, commission and any legal costs.

4 Your responsibilities



IMPORTANT NOTICE

A breach of any of clauses 4.2, 4.3, 4.4, 4.5, 4.6, 4.8, 4.9, 4.11, 4.12, or 4.13 is a Major Breach of the Rental Contract. See clause 11 for further details.

4.1 At the Start of Rental You **must**:

(a) present Your driving licence and allow Us to inspect Your licence at any time during the Rental Period;

(b) present Your passport if You are not an Australian citizen; and

(c) fully inspect the Vehicle at the Start of Rental to ensure that the condition of the Vehicle and any pre-existing damage is accurately noted and shown in the Rental Agreement. If there is any discrepancy You **must** notify Us prior to leaving the Rental Station.

4.2 The Vehicle **must** only be driven by You or an Authorised Driver. Allowing anyone who is not an Authorised Driver to drive constitutes a Major Breach of the Rental Contract that excludes You and any Authorised Driver from all entitlement to Damage Cover indemnity under clause 6 of these Terms and Conditions.

4.3 You **must**:

(a) be no less than 21 years of age and no more than 79 years of age; and

(b) hold a full, current and unrestricted driving licence for the Rental Period that:

(i) is valid and appropriate for the class of Vehicle You propose to hire and has not been revoked, suspended or disqualified in the state or country of issue;

(ii) shows Your current residential address; and

(iii) is written in English or if not in English either a valid International Driving Permit issued in the country of issue of Your licence or an approved translation of your current licence).

4.4 The Vehicle **must not** be driven:

(a) whilst Your driver's licence is cancelled or suspended, including as a result of an accumulation of demerit points; or

(b) if Your licence has been cancelled or suspended, within three (3) years of the date of the Rental Agreement.

4.5 The Vehicle **must never** be driven by You or an Authorised Driver who has provided a false or misleading name, age, address or driver's licence.

4.6 During the Rental Period You **must**:

(a) take all reasonable care of the Vehicle:

(i) to prevent Damage, theft of the Vehicle and Third Party Loss;

(ii) to ensure that the Vehicle is not overloaded by the number of persons or by the weight of goods carried;

(iii) by using any security device fitted to or supplied with the Vehicle;

(iv) by taking reasonable steps to protect the Vehicle against inclement weather ;

(v) by making sure that it is protected from the weather;

(vi) by properly securing any goods, property or equipment carried in the Vehicle;

(vii) by maintaining the engine and brake oils and coolant level and tyre pressures; and

(viii) by using the correct fuel type

(b) keep the Vehicle locked and secure when not in use and the keys and any keyless start or remote control device under Your personal control at all times and You **must** be able to produce those keys and device in the event of a theft of the Vehicle;

(c) maintain the Vehicle's engine and brake oils, engine coolant and battery levels and tyre pressures; and

(d) use the correct fuel type.

4.7 During the Rental Period You **must** also:

(a) comply with all mandatory seat belt laws and fines may be imposed by the police on any driver or passenger who does not have a seat belt properly adjusted and fastened;

(b) comply with all child restraint laws and ensure that for all children under the age of seven years the restraint has been fitted correctly according to the weight and age of the child and that the restraint is properly adjusted and fastened;

(c) adhere to any mileage instructions displayed in the Vehicle or set by the Rental Station; and

(d) immediately upon request provide Us and any regulatory or enforcement authority Your full, accurate and up-to-date information relating to the use of the Vehicle during the Rental Period.

4.8 You **must never**:

(a) use the Vehicle when it is damaged or unsafe;

(b) drive the Vehicle whilst under the influence of alcohol or drugs or have a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit in the state or territory where the Vehicle is driven;

(c) fail or refuse to undergo any breath, blood, oral fluid or urine test or drug impairment assessment in the state or territory in which the Vehicle is driven;

(d) drive the Vehicle whilst Your driving licence is cancelled or suspended or subject to any restriction or condition;

(e) commit:

(i) any wilful, deliberate or criminal act, including an act of driver abuse; or

(ii) an act of connivance with any person acting for You or on Your behalf, that causes Damage or Third Party Loss; or

(f) drive the Vehicle dangerously or recklessly;

(g) use the Vehicle for off-roading, reliability trials, a race, rally or contest, speed testing, driving instruction, to propel or tow another vehicle, or in violation of any legislation, order or regulation affecting the use, loading or condition of the Vehicle;

(h) use the Vehicle for the transport of passengers, goods or property for hire, fare or reward;

(i) use the Vehicle for any illegal purpose;

(j) use the Vehicle to carry:

(i) dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes; or

(ii) infectious, biohazardous or biomedical waste, unless specifically approved by Us.

(k) use the Vehicle to carry or transport illegal drugs or substances;

(l) sell, rent or dispose of the Vehicle; or

(m) register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009.

4.9 You **must not**:

(a) use a mobile phone:

(i) to make or receive a phone call, perform any audio function or as a navigational device, unless the Vehicle is stationary and the body of the phone is secured in a mounting affixed to the Vehicle and its use does not require manual operation of the phone; or

(ii) to send a text message, video message, email or similar communication unless the Vehicle is parked;

(b) leave the keys to the Vehicle, any keyless start or remote door control device in it or with it whilst it is unattended or unoccupied by You or any passenger;

(c) leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator; or

(d) modify the Vehicle in any way and no roof racks or towbars are permitted unless fitted by Us.

4.10 You **must not**:

(a) use the Vehicle for transporting any pets or animals, except assistance animals, unless specifically approved by Us; or

(b) smoke in the Vehicle and You **must** take reasonable steps to prevent passengers from doing so. It is an offence in some Australian states to smoke in a vehicle where there are passengers of less than 18 years of age.

Additional cleaning, disinfection and deodorising charges will apply.

4.11 You **must never** take the Vehicle:

(a) on any Unsealed, dirt or gravel road

(b) Off Road;

(c) through any river, stream, creek or tidal crossing;

(d) through flood waters or on flood prone roads or on any road where the state or condition of the road make the use of the Vehicle unsafe;

(e) on any road where the police or any government or statutory authority has issued a warning, caution or which has been closed; or

(f) onto any road where We have notified You that the use of the Vehicle is prohibited.

4.12 The Rental Contract includes unlimited kilometres of travel within the confines of Magnetic Island, but the Vehicle **must not** be taken off Magnetic Island to the mainland **unless** We have given Our permission prior to the Start of the Rental and it is noted on the Rental Agreement.

4.13 If You have hired any vehicle, SUV or Jeep it **must not** be driven or used past the Golf Course (West Point Road), **unless** We have given Our permission prior to the Start of the Rental and it is noted on the Rental Agreement.

5 Our Responsibilities

5.1 When You make a reservation with Us We will provide a Vehicle that is of acceptable quality and in good working order for the Rental Period.

5.2 If the Vehicle breaks down during the Rental Period We will recover and repair the Vehicle as soon as possible. If the Vehicle cannot be repaired We will use Our best endeavours to provide a replacement Vehicle of an equivalent size and standard to the previous Vehicle for the remainder of the Rental Period.

5.3 If it is not possible to conduct an inspection of the Vehicle with You at the end of the Rental Period We will use Our best endeavours to confirm the condition of the Vehicle with You prior to the following hiren 4 working hours of the Final Inspection.

5.4 Subject to the Australian Consumer Law, We are not responsible for:

(a) flights You have missed;

(b) holiday plans that are disrupted;

(c) loss or inconvenience caused by natural disasters such as floods, cyclones, hailstorms, earthquakes, bushfires, or pandemics;

(d) loss of enjoyment; or

(e) consequential or economic loss.

6 Damage Cover and payment of the Damage Excess

6.1 **Damage Excess must be paid**

(a) Subject to clause 6.2, if there is Damage, theft of the Vehicle or Third Party Loss for each separate claim You **must** pay up to the Damage Excess shown in the Rental Agreement even if You have travel or rental vehicle excess insurance.

(b) Unless You have expressly authorised a charge to Your credit card at an earlier time an amount up to, but not exceeding, the Damage Excess will be charged to Your credit card:

(i) for single vehicle Accidents, after a repairer's estimate or tax invoice verifying the amount charged for Damage has been sent to You;

(ii) if the Vehicle has been stolen, after We have made reasonable enquiries and in Our opinion it is unlikely the Vehicle will be recovered; and

(iii) for Accidents in which there is also Third Party Loss, after We have made an estimate of Your total liability. Supporting documents and particulars of the claim for Third Party Loss will be forwarded to You as soon as practicable.

6.2 **Damage Excess payment exception**

You will not have to pay the Damage Excess shown in the Rental Agreement for a claim for Damage or Third Party Loss if, acting reasonably, We agree that You were not at fault and:

(a) You are ordinarily an Australian resident;

(b) You hold an Australian drivers licence;

(c) You have fully completed an Accident Report Form with:

(i) the name, residential address, contact phone and licence number of any person involved (**Third Party**);

(ii) the registration numbers of all vehicles involved;

(iii) an accurate written and diagrammatic description of the Accident and location; and

(iv) the names of attending police officers and the stations at which they are based; and

(d) You have supplied or We have established the name of the insurer of any Third Party who was at fault and that Third Party or their insurer will agree to pay Us for the Damage.

6.3 **Younger age additional Damage Excess**

An additional Damage Excess applies to You or any Authorised Driver who is 21 to 24 years of age.

6.4 **Claims Administration fee**

All Accident, attempted theft and theft claims will incur a claims administration fee of $100 in addition to the Damage Excess liability. This fee is to compensate Us for the labour and associated costs with processing Your claim.

6.5 **Damage Excess refund**

We will refund the Damage Excess paid pursuant to clause 6.1(b) as soon as practicable:

(a) in full, if We recover the Damage from a responsible third party or their insurer or successfully reject or defend a claim for Third Party Loss;

(b) in part, if the repair cost is less than the amount debited from Your credit or debit card pursuant to clause 6.1(b)(i);

(c) in part, if a claim for Third Party Loss is rejected or defended for an amount less than the Damage Excess paid pursuant to clause 6.1(b)(iii); or

(d) on a pro rata basis if We recover only a proportion of any amount We have claimed against a Third Party for Damage.

6.6 In making a refund We may take into account all reasonable administrative, collection agency and legal costs incurred in connection with the recovery of the Damage cost or rejection or defence of a claim for Third Party Loss.

7 Exclusions to Damage Cover

7.1 You have **no** Damage Cover if there is a Major Breach of the Rental Contract even if the Damage Excess has been paid.

7.2 Even if You pay the Damage Excess You have **no** Damage Cover for:

(a) Damage or Third Party Loss caused by the use of the Vehicle in any area prohibited by the Rental Contract;

(b) Overhead Damage;

(c) Damage, Underbody Damage or Third Party Loss caused deliberately or recklessly by:

(i) You;

(ii) a person who is not an Authorised Driver but is using the Vehicle with Your actual or implied consent; or

(iii) any passenger of the Vehicle;

(d) Damage caused by total or partial inundation or immersion of the Vehicle in water or exposure of the Vehicle to salt water, including that which occurs whilst the Vehicle is being transported;

(e) Damage caused by use of the incorrect fuel type; or

(f) Damage or Third Party Loss caused or contributed to by You where You leave the scene of the Accident prior to the attendance of the police or reporting the Accident to the police.

7.3 There is also **no** Damage Cover for:

(a) the full cost of replacing or repairing any accessories supplied by Us including, but not limited to child restraints, GPS units, lost keys, keyless start and remote control devices;

(b) personal property owned by You or any passenger that is stolen from the Vehicle, lost or damaged during the Rental Period or left in the Vehicle after the Vehicle is returned to the Rental Station; or

(c) loss or damage to Your property, the property of a member of Your immediate family or of an entity related to You, that arises from the use of the Vehicle.

8 Roadside Assistance



IMPORTANT NOTICE

A breach of clause 8.2 is a Major Breach of the Rental Contract. See clause 11 for further details.

8.1 Free roadside assistance is provided for inherent mechanical faults in the Vehicle but fees and charges apply for all other faults or driver induced errors. These fees and charges apply to faults and driver induced errors such as:

(a) a flat battery;

(b) lost keys, a keyless start or remote control device;

(c) unlocking the Vehicle when the key, keyless start or remote control device have been locked in it; and

(d) changing a wheel as the result of a flat tyre.

8.2 If:

(a) a warning light or fault message appears;

(b) You see or become aware of low engine or brake oils, engine coolant levels or tyre pressures; or

(c) the Vehicle develops any fault during the Rental Period,

You **must** inform Us immediately via the contact details in the Vehicle and in the Rental Agreement and not use the Vehicle unless We have authorised You to do so. If You fail to notify Us and continue to use the Vehicle You will be responsible for any Damage or Third Party Loss.

8.3 You **must not** let anyone work on the Vehicle or arrange or undertake any repairs to the Vehicle or towing or salvage of it unless We have given You Our prior authority. You **must** keep and produce to Us the original tax invoices and receipts for any repairs, towing or salvage and You will be reimbursed only if these expenses have been authorised by Us. Any entitlement to reimbursement is subject to there being no Major Breach of the Rental Contract.

9 Accidents and Accident reporting



IMPORTANT NOTICE

A breach of any of any part of this clause 9 is a Major Breach of the Rental Contract. See clause 11 for further details.

9.1 You **must** immediately report any Accident or theft of the Vehicle to Us in writing and complete all documentation that We require and forward any third party correspondence or court documents to Us within 7 days of receipt.

9.2 If You have an Accident in which:

(a) a person is injured;

(b) the other party failed to stop or exchange details;

(c) the Vehicle or any other vehicle is towed; or

(d) a driver appears to be under the influence of intoxicating liquor or drugs,

a report **must** also be made to the police immediately.

9.3 If the Vehicle is stolen a report **must** be made to the police immediately after the theft is discovered.

9.4 If You have an Accident You **must** also:

(a) make the Vehicle secure;

(b) get the names and addresses, email addresses and phone numbers of all persons involved, including witnesses;

(c) take as many photos as is reasonable showing:

(i) the position of all vehicles before they are moved;

(ii) Damage to the Vehicle;

(iii) damage to any Third Party vehicle or property; and

(iv) the general area where the Accident occurred, including any road or traffic signs;

(d) supply Us with any information concerning the driver of the Vehicle and You **must** allow Us direct access to the driver of the Vehicle and You **must** fully co-operate in allowing Us to gain such access;

(e) not make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability;

(f) permit and assist Us to bring, defend, enforce or settle any legal proceedings against a third party, including attending at a lawyer's office and/or court; and

(g) allow Us to claim in Your name under any applicable substitute vehicle insurance and do everything that may be required to assist Us in making such a claim.

9.5 Acting reasonably, We reserve the right not to replace the Vehicle if it is involved in a major Accident or there has been major Damage or You have committed a Major Breach of the Rental Contract.

10 End of the Rental Contract

10.1 At the end of the Rental Period, in addition to Your obligations under clause 3.2, You **must** return the Vehicle to Us:

(a) to the Rental Station;

(b) in the same condition it was in at the Start of Rental, subject to reasonable wear and tear; and

(c) at the date and time set in the Rental Agreement.

10.2 We allow a grace period of 30 minutes for the return of the Vehicle but if it is returned to Us more than 30 minutes after the time set for its return in the Rental Agreement You will be charged one full day's extra rental.

10.3 If the Rental Contract has not been extended by Us and the Vehicle is returned to Us more than 24 hours after the time set for its return in the Rental Agreement:

(a) the rates shown in the Rental Agreement will not apply and You **must** pay a full day's rental at the standard rate for each subsequent 24 hour period or part thereof until the Vehicle is returned to Us; and

(b) there is no Damage Cover so that You are liable for Damage and Third Party Loss and any repossession charges or costs We incur in this default period.

10.4 If a Security Bond has been prepaid to Us it is fully refundable to You provided that at the end of the Rental Period:

(a) all amounts due to Us under the Rental Contract have been paid;

(b) the Vehicle has been returned to the Rental Station at the date and time set in the Rental Agreement;

(c) there is no Damage or Third Party Loss;

(d) the interior and exterior are clean;

(e) the Vehicle has a full tank of fuel; and

(f) there has not been a Major Breach of the Rental Contract.

We reserve the right to retain all or part of a bond if there is a breach of any of these conditions.

11 Termination of the Rental Contract

11.1 We may terminate the Rental Contract and take immediate possession of the Vehicle if You commit:

(a) a Major Breach of the Rental Contract; or

(b) a reckless breach of road or traffic legislation.

11.2 If the Rental Contract is terminated by Us pursuant to clause 11.1:

(a) You **must** pay for:

(i) Damage;

(ii) loss of the Vehicle as a result of theft;

(iii) Third Party Loss;

(iv) storage, repossession and recovery fees;

(v) fees for the release of the Vehicle from compounds;

(vi) roadside assistance;

(vii) administrative and legal costs of recovery; and

(viii) the Rental Charges;

(b) it will not affect Our right to receive any money We are owed under the Rental Contract; and

(c) You give Us permission to access and enter Your premises to repossess the Vehicle without using unreasonable force or causing damage.

12 Privacy

12.1 **Personal Information**

(a) We are committed to respecting privacy and will not collect, use or disclose Your personal information where doing so would be contrary to law.

(b) When We collect Your personal information We will do so only for the purpose of providing rental services to You. If You choose not to provide this information to Us We may not be able to provide those rental services to You.

(c) We take reasonable steps to make sure Your personal information is accurate, up to date and complete and that it is protected from misuse, loss or unauthorised access, modification or disclosure.

12.2 **Tracking Device and Dash Cam**

(a) To maintain and protect the Vehicle We may fit a GPS Tracking Device to the Vehicle to enable Us to monitor the condition, performance and operation of the Vehicle and to track the Vehicle's movements.

(b) A Dash Cam is also fitted to the Vehicle and may be accessed and used by Us in the event of an Accident or to monitor driving habits.

(c) Information from the Tracking Device and the Dash Cam may be used during and after the Rental Period. When You sign the Rental Agreement You are authorising Us and consenting to the use of the GPS Tracking Device and the Dash Cam.

(d) You **must not** tamper with the Tracking Device or the Dash Cam or remove them from the Vehicle.

13 Definitions

Accident means an unintentional and unforeseen event, mishap or incident that results in Damage to the Vehicle or Third Party Loss.

Authorised Driver means any driver approved and recorded by Us, either on the Rental Agreement or by prior written agreement.

Claims Administration Fee means the fee charged for handling Your claim and for making arrangements for repairs, towing and other administrative tasks associated with Damage or Third Party Loss

Damage means:

(a) any loss or damage to the Vehicle, however caused, that requires repair or replacement, subject to reasonable wear and tear;

(b) towing and salvage fees;

(c) assessing fees; and

(d) Loss of Use,

and for the removal of doubt, damage to the Vehicle's windscreen, lights, wheels or tyres that makes the Vehicle unroadworthy is not fair wear and tear.

Damage Excess means the amount shown in the Rental Agreement You **must** pay Us in the event of Damage, theft of the Vehicle or Third Party Loss, subject to these Terms and Conditions. The amount payable is subject to GST.

Dash Cam means the optical recording devise installed in the Vehicle that operates from when the Vehicle is started until the engine is turned off and may be used to record the driving route of the Vehicle or driving habits and may be accessed by Us or Our insurers.

Loss of Use means the fee calculated at the daily rate shown in the Rental Agreement being Our loss because the Vehicle needs repair and We are waiting for the repairs to be completed or it is a write-off or has been stolen and We are waiting for it to be replaced.

Off Road means any area that is not a gazetted road nor a sealed road nor an Unsealed Road and includes but is not limited to unformed roads, fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, rivers, flood waters, sand, deserts, rocks, fields and paddocks.

Overhead Damage means:

(a) Damage to the Vehicle; or

(b) Third Party Loss,

caused by:

(i) contact between the part of the Vehicle that is at or above the level of the top of the front windscreen with objects overhanging or obstructing its path;

(ii) (iii) objects being placed on the roof of the Vehicle; or

(iv) You or any person standing or sitting on the roof of the Vehicle.

Rental Charges means all rental and associated charges plus GST or other taxes and levies required by law all shown in the Rental Agreement.

Rental Station means the branch or rental location from which You hired the Vehicle.

Rental Period means the period shown in the Rental Agreement or as extended by Us.

Major Breach means a breach of:

(a) any of clauses 4.2, 4.3, 4.4, 4.5, 4.6, 4.8, 4.9, 4.11, 4.12, 4.13, or 8.2 that causes Damage, theft of the Vehicle or Third Party Loss; or

(b) clause 9 that prevents Us from properly investigating, making or defending a claim arising from an Accident or theft.

Security Bond means the amount shown on the Rental Agreement We collect from You at the Start of the Rental as security for the Rental Charges and other fees and charges incurred during Your rental and the amount is fully refundable subject to sub-clause 10.4.

Start of Rental means the date and time that the rental commences at the Rental Station shown in the Rental Agreement.

Third Party Loss means any loss or damage to third party property, including other motor vehicles, and any third party claim for loss of income or consequential loss.

Tracking Device means a GPS or other device that is fitted to the Vehicle that has electronic tracking capabilities to determine its location and other data including speed, braking and fuel levels.

Underbody Damage means any damage to the Vehicle including the drive train, chassis, steering, suspension, brakes, exhaust, floor pan and fuel systems that is caused by or directly results from contact between the underside of the Vehicle and any part of the road way or any object or obstruction including kerbs, gutters, speed or road humps, barriers or wheel stops.

Unsealed Road means a road, other than a road undergoing temporary roadworks, that has been formed and constructed but is not sealed with a hard material such as tar, bitumen or concrete.

Vehicle means the vehicle described in the Rental Agreement and includes its parts, components, accessories, keys, keyless start or remote control device, audio equipment, GPS Tracking Device and tools or any vehicle substituted by Us pursuant to the Rental Contract.

We, Us, Our means Round the Rock Rentals Pty Ltd trading as MI Rentals ABN 69 620 987 402.

You, Your means the person, firm, company or organisation renting the Vehicle or any Authorised Driver shown in the Rental Agreement.