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CHAIR SHARE by Integrity Car Sales and Rentals

Dealer Licence: 030929

ABN: 93 083 169 859

NDIS Provider Number: 4050009111

**Version 15.0 - 01.12.2025*

RENTAL AGREEMENT - TERMS & CONDITIONS

Interpreting Your Rental Agreement

The Rental Agreement between Chair Share and You is made on the date shown on the *Rental Agreement* document You have signed in respect of the Vehicle and is made up of that *Rental Agreement* document and this *Rental Agreement - Terms & Conditions* ('T&C'). This is a Rental Agreement only; Chair Share is the legal owner of the vehicle.

In these Terms & Conditions ('T&C'):

"Accessory" means any equipment in the Vehicle, including (as applicable) any global positioning system receiver or similar device or any child restraint, booster or similar equipment.

"Australian Consumer Law" means the Australian Consumer Law set out in Schedule 2 of the Competition and Consumer Act 2010 as amended or replaced from time to time.

"Authorised Driver" or **"Joint Renter"** means an additional driver who is noted on the *Rental Agreement* document as an Authorised Driver or Joint Renter.

"Excess Reduction" means the product called "Excess Reduction" that You may purchase before Your rental commences to reduce the Excess Amount payable according to the Acceptance of Loss / Damage Liability section of the *Rental Agreement* document.

"Insurance Policy" means a policy of liability insurance arranged by Chair Share when You and the Authorised Driver agree to pay for the Loss / Damage Liability Excess specified on the *Rental Agreement* document.

"Chair Share" means Integrity Car Sales and Rentals Pty Ltd ABN: 93 083 169 859.

"Liability Excess or Excess Amount" means the amount shown as "Excess Amount" on the Acceptance of Loss/Damage Liability section of the *Rental Agreement* document.

"Loss / Damage Liability" means the insurance coverage option that is available to You when renting one of our cars, which might reduce Your financial responsibility for loss or damage to the Vehicle to the Excess Amount.

"NDIS" means National Disability Insurance Scheme.

"Overhead Damage" means damage (excluding hail damage) to the Vehicle during the Rental Period above the top of the door seal or the top of the front and back windscreens, or damage to third party property, caused by the Vehicle coming into contact with

anything overhanging or obstructing its path, objects being placed on the roof of the Vehicle, or You or any person standing or sitting on the roof of the Vehicle.

"Private Rental" means a rental that is for a non-NDIS client.

"Rental Agreement" means both the *Rental Agreement - Terms & Conditions* and *Rental Agreement* document.

"*Rental Agreement* document" means the document that will have all the details on the rental including dates, rates, fees and the insurance excess reduction of choice under the Acceptance of Loss / Damage Liability section.

"Rental Period" means the period commencing on the date shown on the Rental Document and ending on the date that You return the Vehicle to Chair Share.

"Substitute Vehicle Insurance" means a policy of motor vehicle insurance held by You or an Authorised Driver which covers You or the Authorised Driver while You or the Authorised Driver use the Vehicle as a substitute for the vehicle insured under that policy;

"Underbody Damage" means damage to the Vehicle during the Rental Period caused by the Vehicle coming into contact with anything below the bottom of the door seal and the bottom of the front and rear bumper bars where ICSAR considers, acting reasonably, that the driver of the Vehicle is reasonably at fault for that damage.

"Vehicle" means the vehicle described on the Rental Document (or any substitute vehicle), and includes its parts, components, accessories, and contents supplied by Chair Share.

"We" refers to Chair Share.

"You" or **"Your"** refers to the person(s) with whom the Rental Agreement is made.

"Your Consumer Rights" means Your rights as a consumer under applicable consumer protection legislation, including the Australian Consumer Law, which cannot be excluded, restricted, or modified by this Rental Agreement.

Unless the context otherwise requires:

(a) A word which denotes the singular denotes the plural and vice versa;

(b) Any gender denotes the other genders; and

(c) A person includes an individual, a body corporate and a government body.

Unless the context otherwise requires, a reference to:

(a) Any legislation includes any regulation or instrument made under it and where amended, re-enacted or replaced means that amended, re-enacted or replaced legislation;

(b) Any other agreement or instrument, where amended or replaced, means that agreement or instrument as amended or replaced.

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Terms & Conditions ('T&C') – Part A:

1. DRIVER

1.1 You agree, acknowledge and warrant that:

(a) only You or an Authorised Driver will drive the Vehicle; and

(b) You and any Authorised Driver hold a current licence, and

(c) You and any Authorised Driver do not hold a Learner (L) drivers' licence, and

(d) You and any Authorised Driver are legally allowed to drive in Australia, and

(e) You and any Authorised Driver have provided Chair Share with licence details; and

(f) You and any Authorised Driver are legally allowed to drive the vehicle in question; and

(g) You and any Authorised Driver have been licenced to drive for a minimum period of 24 months; and

(h) You and any Authorised Driver are not under 21 years of age; and

(i) You and any Authorised Driver have not had your driver's licences cancelled, endorsed, or suspended within the last three years.

2. WHERE YOU CAN AND CANNOT DRIVE THE VEHICLE

2.1 You and any Authorised Driver must only use the Vehicle on a road, which is properly formed and constructed as a sealed, metalled, or graded gravel road.

(a) Road Quality: Off-road travel is limited to good quality unsealed roads, which are regularly maintained and have a stable surface;

b) Distance Limit: Off-road travel is restricted to minor distances under 20 kilometers; and

c) Terrain Restrictions: Vehicle use is permitted on flat, non-challenging terrains such as gravel roads and easy dirt trails. Steep inclines and rocky paths are prohibited.

2.2 You and any Authorised Driver must not, unless authorised in writing by Chair Share, drive or take the Vehicle:

(a) off the mainland of Australia without prior written approval;

(b) above the snowline, on beaches, or through streams, rivers, creeks, dams or floodwaters.

2.3 Violations of these conditions may result in repair costs, fines, or future usage restrictions.

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3. USE OF THE VEHICLE

3.1 You and any Authorised Driver must:

(a) not allow the Vehicle to be used for UBER or TAXI/ COMMERCIAL work unless authorised in writing by Chair Share.

(b) not allow the Vehicle to be used for any illegal purpose, race, contest or performance test of any kind;

(c) not allow the Vehicle to be used to tow or push anything;

(d) not carry more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle, or carry a greater load than that for which it was built;

(e) ensure that all wheelchair restraints provided in the vehicle are properly secured before departure and throughout the duration of the rental period. Wheelchair restraints may include tie-down straps, clamps, and locking mechanisms;

(f) ensure that all passengers, including those in wheelchairs, are securely fastened using the provided safety belts. All safety belts within the vehicle must be utilized as intended and according to manufacturer guidelines;

(g) not be under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit in the State or Territory in which the Vehicle is driven;

(h) not allow the Vehicle to be used to carry passengers for payment or reward of any kind;

(i) not use the Vehicle when it is damaged or unsafe;

(j) not use the Vehicle to transport goods, except in compliance with all necessary approvals, permits, licences and government requirements (to be obtained at Your cost) and in accordance with the Vehicle manufacturer's and Chair Share recommendations.

3.2 You must pay for any unauthorised repairs to the Vehicle and for all parking and traffic infringements in respect of the Vehicle during the Rental Period.

3.3 You and any Authorised Driver must not carry any animal or pet in the Vehicle.

3.4 You and any Authorised Driver or any passenger must not smoke in the Vehicle.

3.5 You and any Authorised Driver must not drive the Vehicle if Chair Share has so directed You and any Authorised Driver.

3.6 You acknowledge You are responsible for the Vehicle until Chair Share accepts custody.

4. MAINTENANCE, SECURITY AND SAFETY

4.1 You and any Authorised Driver must:

(a) maintain all the Vehicle's engine oils and engine coolant levels to the manufacturer's specifications, as set out in the Vehicle's operations manual located in the glove box or otherwise as required to maintain the Vehicle's efficient performance;

(b) always keep the Vehicle locked and the keys under Your or the Authorised Driver's personal control; and

(c) comply with any applicable seat belt and child restraint laws.

4.2 You must not service the Vehicle or have repairs to the Vehicle carried out unless Chair Share authorises You to do so. Chair Share requires verification of the cost of repairs for audit and GST purposes. You should obtain an original tax invoice/receipt to assist Chair Share. Chair Share will reimburse You for any repairs to the vehicle authorised by it, provided that the cost of those repairs is verified to the extent that Chair Share cannot verify the cost of repairs, Chair Share will not reimburse You.

4.3 You and Chair Share acknowledge that the Vehicle is generally in an undamaged condition except as otherwise stated on the Rental Document.

5. LOSS / DAMAGE LIABILITY, DAMAGE AND LOSS OF PROPERTY

5.1 Subject to this clause 5, You are liable:

(a) for the loss of, and all damage to, the Vehicle during the Rental Period; and

(b) for all damage to the property of any person:

(i) which is caused or contributed to by You or any person You allow to drive the Vehicle; or

(ii) which arises from the use of the Vehicle by You or any person You allow to drive the Vehicle.

Remember that references to the "Vehicle" include all its parts, components, accessories and contents.

5.2 Chair Share waives Your liability under clause 5.1 for damage to, or loss of, the Vehicle and will ensure that You and any Authorised Driver are entitled to be indemnified under the Chair Share Insurance Policy, if:

(a) You accept and pay for the Loss / Damage Liability option of your choice on the *Rental Agreement* document (or if it is included in Your rate); and

(b) You pay the Excess Amount for each separate event involving:

(i) damage (including hail damage) to, or loss of, the Vehicle; or

(ii) damage to the property of any third party which is caused by the use of the Vehicle by You or an Authorised Driver.

5.3 In the event of an unintended collision between the Vehicle and any other object, including another vehicle, during the Rental Period that results in damage to the Vehicle or to the property of any third party, Chair Share waives Your liability under clause 5.1 and will ensure that You are entitled to be indemnified under the Chair Share Insurance Policy, and We will refund You any Excess Amount You paid Chair Share, provided that, acting reasonably, Chair Share agrees that You or an Authorised Driver were not at fault, are under the conditions on clause 1.1 and:

(a) You have provided Chair Share with any details of the incident that Chair Share reasonably requests including:

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

(ii) the registration numbers of all vehicles involved;

(iii) an accurate description of the incident and location; and

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

(b) You have supplied, or Chair Share has established the name of the insurer of any third party You believe was at fault and Chair Share reasonably believes that the insurer will pay Chair Share for the loss or damage.

5.4 Additional amounts payable:

Even if You accept the Loss / Damage Liability option on the *Rental Agreement* document, and even if you pay the Excess Reduction, You must always pay to Chair Share the full amount of the following costs and fees:

(a) the cost of repairing any:

(i) Overhead Damage or Underbody Damage (including, without limitation, damage which occurs if You drive the Vehicle into a bridge, a tunnel, a tree or the roof or boom gate of a car park; or damage to the exhaust systems, suspension and chassis caused by carelessly driving over gutters or kerbs or driving along poor quality roads at excessive speeds);

(ii) water damage to the Vehicle caused by total or partial inundation or immersion of the Vehicle in water or exposure of the Vehicle to saltwater (including, without limitation, damage which occurs if You drive the Vehicle through floods, creeks or rivers);

(iii) damage to the Vehicle or to the property of any third party caused by a breach of this Agreement;

(iv) damage to the Vehicle or to the property of any third party caused deliberately or recklessly by You, any other driver of the Vehicle or any passenger carried during the Rental Period;

(b) the cost of replacing, if lost or stolen, an Accessory; and

(c) the cost of any professional cleaning or odour extraction reasonably incurred by Chair Share because You or another person has been smoking, had pets in the Vehicle during the Rental Period or for any other reason that a professional cleaning is needed; and

(d) if You have breached the Rental Agreement, a per day loss of revenue fee based on the actual downtime of the Vehicle (or, where the actual downtime of the Vehicle is not known, a reasonable estimate of that downtime), provided that Your breach of the Rental Agreement has caused the downtime of the Vehicle.

5.5 (a) For the purposes of this clause, "Recovery Costs" means, in relation to the loss of, or damage to, the Vehicle:

(1) any appraisal fees actually and reasonably incurred;

(2) any towing, storage and recovery costs actually and reasonably incurred; and

(3) a reasonable administrative fee reflecting the cost of making arrangements for repairs and towing and other administrative activities.

(b) If clause 5.3 applies, Chair Share may debit Your account with the Excess Amount at the time of loss of, or damage to, the Vehicle, however when CHAIR SHARE reasonably believes that the insurer of a third party will pay CHAIR SHARE for the loss or damage, CHAIR SHARE will, within reasonable period of time, refund You the Excess Amount You paid according to clause 5.5(c).

(c) For the purposes of calculating any refund under clause 5.5, Chair Share will add the Recovery Costs to the amount of the costs of damage and repair to the Vehicle.

(d) If clause 5.5 applies, and if the total of the Recovery Costs and the costs and fees that You must pay is greater than the Excess Amount (with the difference being the "Gap Amount"), Chair Share may debit Your Account with, the Gap Amount.

5.6 (a) Where You are required to pay Chair Share under this clause 5, the amount You must pay for any loss, damage, repair, cost, or fee:

(1) may be reasonably determined by Chair Share; and

(2) in relation to damage to the Vehicle, is the lesser of the cost of repairs to the Vehicle or the market value of the Vehicle at the time of the damage.

(b) If the amount determined by Chair Share and paid by You under this clause 5.6 exceeds the final cost of the loss, damage or repair, Chair Share will refund the difference to You within a reasonable period of time.

(c) Chair Share will provide details to You of the final cost of the loss, damage, or repair on request by You and within a reasonable period of time.

6. RETURN OF VEHICLE

6.1 You must return the Vehicle to Chair Share:

(a) to the place, on the date and by the time shown on the Rental Document;

(b) in the same condition as it was at the commencement of the Rental Period;

(c) with a full tank of fuel or otherwise pay to Chair Share applicable fuel charges (please refer to item 8.6 for details on charges); and

(d) clean as it was at the commencement of the Rental Period or otherwise pay to Chair Share applicable cleaning fee (please refer to item 8.6 for details on charges).

6.2 You must return the Vehicle to a Chair Share location during our normal business hours. If You return the vehicle later than 60 minutes after the Time Due In, an additional half or full day will be payable at Chair Share's Discretion.

6.3 If:

(a) You return the Vehicle on a date, or at a time, or to a place other than that shown on the Rental Document; or

(b) any special conditions set out in the "Rates" section on the Rental Document are breached, the rates shown on the Rental Document will not apply and You must pay the Chair Share standard rate for the Vehicle for the Rental Period.

6.4 Chair Share may request the immediate return of the Vehicle, or Chair Share may re-take the Vehicle without notice, if Chair Share reasonably suspects that:

(a) You have breached a term or condition of the Rental Agreement;

(b) damage to the Vehicle, or injury to persons or property is likely to occur; or

(c) the Vehicle will be involved in an industrial dispute; or

(d) the Vehicle may be used for an unlawful purpose;

You must also pay Chair Share any cost it incurs as well as all costs and charges under the Rental Agreement for the period up to return/repossession of the Vehicle.

6.5 Chair Share reserves the right to refuse hire of another vehicle to You following any incident or accident or where You have breached a condition of this Rental Agreement.

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7. CLAIMS AND PROCEEDINGS

7.1 Where the use of the Vehicle by You, an Authorised Driver, or any other person results in an accident or claim, or where damage or loss is sustained to the Vehicle or any third-party property, You and/or any Authorised Driver must:

(a) promptly report such incident to the local police;

(b) promptly report such incident in writing to Chair Share;

(c) not, without Chair Share written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity, or admission of liability;

(d) permit Chair Share or its insurer at its own cost to bring, defend, enforce, or settle any legal proceedings against a third party in Your name;

(e) permit or ensure that Chair Share may claim in Your name or that of the Authorised Driver under any applicable Substitute Vehicle Insurance, and assist, and cause the Authorised Driver to assist, Chair Share in making such a claim, including assigning any right to claim under any Substitute Vehicle Insurance to Chair Share and

(f) complete and furnish to Chair Share within a reasonable time any statement, information, or assistance which Chair Share or its insurer may reasonably require, including attending at a lawyer's office and at Court to give evidence.

8. PAYMENT AND CHARGES

8.1 If You are an NDIS client, please refer to Your NDIS Service Agreement for payment details. If Your funding for the rental vehicle is stopped, denied, or withdrawn You must immediately notify Chair Share and arrange for car to be returned. Any shortfall in payment is to be paid by You directly and immediately to Chair Share.

8.2 If Your Rental is a Private Rental the Rental Charges on the Rental Agreement will be processed prior to the start of the Rental period.

8.3 You will be charged 1.5% credit card fee for monies related to any charges and obligations payable on the Rental Agreement if paying with MasterCard or Visa and 2.85% if paying with Amex/Dinners.

8.4 You must use your own e-tag as Chair Share will not provide e-tags. At the end of the rental if there are any toll charges applicable CHAIR SHARE will process those amounts on client’s credit card on file and a receipt will be sent to client’s email.

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8.5 If client does not have a parking permit Chair Share can provide a parking permit if any are available. If client uses Chair Share's parking permit, they will be responsible for making sure the parking permit does not leave the rental car during the rental period. If the parking permit goes missing Chair Share will charge the customer for the amounts paid to replace them.

8.6 After the Rental Period is complete Chair Share will process charges for:

(a) any amount payable by Chair Share or You to any person arising out of Your use of the Vehicle or imposed on You or Chair Share by any governmental or other competent authority such as tolls or any speeding, parking and traffic fines;

(b) any amount for which You are liable to Chair Share under the Rental Agreement, in respect of a breach of the Rental Agreement;

(c) any extra charges incurred during the Rental Period:

(i) extra kilometres (measured from the Vehicle's odometer):

- first 200 Kms per day are free, after that a $0.40 per Km fee will apply.

(ii) cleaning fees:

- $150 cleaning fee if cleaning takes up to 2 hours;
- $300 cleaning fee if the cleaning takes from 2 to 4 hours; or
- $800 if the car needs a full detail.

(iii) fuel on vehicles that are not returned with a full tank:

- $70 if tank is above the $^{3}/_{4}$ full mark and below the $^{4}/_{4}$ full mark;
- $140 if tank is above $^{2}/_{4}$ full mark and below the $^{3}/_{4}$ full mark;
- $180 if tank is above $^{1}/_{4}$ full mark and below the $^{2}/_{4}$ full mark; or
- $240 if tank is below the $^{1}/_{4}$ full mark;

8.8 You authorise Chair Share to charge all moneys payable to Chair Share under the Rental Agreement to Your credit card or charge account.

8.9 Chair Share will pay any refund due to You by such method as Chair Share may reasonably choose.

8.10 Costs of Recovery - The debtor/s shall pay for all costs actually incurred by Integrity Car Sales and Rentals Pty Ltd in the recovery of any monies owed under this Agreement. You agree to be liable for and indemnify Integrity Car Sales and Rentals Pty Ltd. These costs include recovery agent costs, repossession costs, location search costs, process server costs and solicitor costs on a solicitor/client basis, debt collection commission and legal fees on an indemnity basis.

9. LIABILITY OF *CHAIR SHARE*

9.1 Unless it is negligent, Chair Share is not liable to any person, and You indemnify to Chair Share, for any loss of, or damage to, any property:

(a) stolen from the Vehicle or otherwise lost during the rental; or

(b) left in the Vehicle after its return to Chair Share.

9.2 Neither clause 9 nor any other provision of the Rental Agreement is intended to exclude, restrict or modify any non-excludable terms implied by or rights which You may have under the Trade Practices Act 1974 (Cth) ("the TPA") or any other State or Territory legislation to the same effect.

9.3 If Your Rental Agreement is a contract for the supply of "recreational services" as defined by section 68B of the TPA or any comparable legislation, Chair Share has no liability to You or an Authorised Driver for death or personal injury arising in connection with any breach by Chair Share of any term implied by section 74 of the TPA or any comparable legislation.

10. TERMINATION

10.1 Either party may terminate the Rental Agreement at any time if the other party commits a material breach of the Rental Agreement.

10.2 If the Rental Agreement is terminated/cancelled within the timeframes below for any reason other than a breach by Chair Share, a cancellation fee of a percentage of the total hire will be incurred as follows:

(a) if cancellation is required 24 hours preceding the rental or if the client fails to collect the car: cancellation fee of 50 percent of the total hire;

(b) if cancellation is required one week preceding the rental: cancellation fee of 25 percent of the total hire; or

(c) if cancellation is required one month preceding the rental: cancellation fee of 10 percent of the total hire.

10.3 If the Rental Agreement is terminated/cancelled more than one month preceding the rental no cancellation fee will apply.

10.4 Special Terms for holiday period bookings

1. Advance Payment: Full payment is required at the time of booking for all reservations made for the holiday period.
2. Cancellation Fees:
    1. Cancellations made up to 30 Days before the booking will incur a cancellation fee of 20% of the total booking amount.
    2. Cancellations made up to 14 days before the booking will incur a cancellation fee of 50% of the total booking amount.
    3. Cancellations made up to 7 days before the booking will incur a cancellation fee of 100% of the total booking amount.

Acceptance of Terms: By confirming a booking during the holiday period, acknowledges and agrees to these specific terms, in addition to our standard Terms & Conditions.

11. MISCELLANEOUS

11.1 The Rental Agreement contains the whole agreement between the parties if it is a Private Rental. In case of an NDIS client, the NDIS Service Agreement must also be considered as a part of the Terms and Conditions of the Rental Agreement.

11.2 Any waiver by a party of any one breach or default by the other party will not constitute a waiver of any other breach or default.

11.3 The agreement is governed by the law of the State or Territory of the Rental location. The parties submit to the non-exclusive jurisdiction of the courts of that State or Territory and any courts which may hear appeals from those courts in respect of any proceedings in connection with this agreement. The parties will not object to the exercise of jurisdiction by those courts on any basis.

11.4 By agreeing to the Terms and Conditions on the Rental Agreement you also confirm that the provided measurements (provided through the Online Booking Form or email) are correct. If by the time of vehicle pick up, a different vehicle is needed due to the provided measurements being wrong Chair Share will try to organise a more suitable vehicle but if there is no availability the customer will still be charged 100 percent of the total hire.

11.5 If You are an NDIS client, You will also need to sign or send us a written consent to the NDIS Service Agreement. The NDIS Service Agreement is a separate document that will determine how the service will be provided and how charges will be processed.

11. PRIVACY AND CONFIDENTIAL INFORMATION

11.1 Chair Share is responsible for protecting the client's privacy and confidential information.