

INTEGRITY CAR SALES & RENTALS



ABN: 93 083 169 859

contact@icsar.com.au

SERVICE AGREEMENT TO HIRE A VEHICLE - PART A

Rental Agreement Date: ___/___/_____

This Rental Agreement forms part of the terms and conditions of rental between Integrity Car Sales and Rentals - referred as ICSAR (as defined in the Rental Agreement) and the renter named on this Agreement.

RENTER/HIRER DETAILS:

Name: _____

Address: _____

Ph: _____

E: _____

Organisation: _____

Contact: _____

Ph: _____

E: _____

Wheelchair dimensions:

H: _____ W: _____ L: _____

Number of passengers: _____

DRIVER'S DETAILS:

Authorised Driver: _____

Address: _____

License #: _____

Expiry: ___/___/_____

D.O.B.: ___/___/_____

State of Issue: _____

Additional Driver: _____

Address: _____

License #: _____

Expiry: ___/___/_____

D.O.B.: ___/___/_____

State of Issue: _____

PAYMENT DETAILS:

CC #: _____

Expiry: ___/___/_____ CVV: _____

RENTAL DETAILS:

Vehicle: _____ Rego: _____

E-TAG #: _____ Return: Y / N

Parking Permit #: _____ Return: Y / N

Odo Out: _____ Odo In: _____

Kms driven: _____ (200km/day FREE then excess @ 25c/km)

Date Out: ___/___/_____ Time Out: _____

Date Due: ___/___/_____ Time Due: _____

Date In: ___/___/_____ Time In: _____

Weekend Pick-up \$: _____

Delivery/Pick-Up \$: _____

Days: _____ X Rate \$: _____ Total \$: _____

Wks: _____ X Rate \$: _____ Total \$: _____

Insurance # Days: _____ X Rate \$: _____ Total \$: _____

Sub Total \$: _____

GST \$: _____

CC Surcharge (___%) \$: _____

Pre-Rental Total GST \$: _____

Payment Date: ___/___/_____ Method: _____

POST RENTAL CHARGES

Fuel: _____ \$: _____ Tolls: _____ \$: _____

Clean S M L Late Drop Off \$: _____
\$200 \$400 \$600

Extras Kms: _____ \$: _____

Sub Total \$: _____

GST \$: _____

CC Surcharge (___%) \$: _____

Post-Rental Total GST \$: _____

Payment Date: ___/___/_____ Method: _____



ACCEPTANCE OF LOSS / DAMAGE LIABILITY

- a/ You agree to pay the Loss or Damage or Liability Excess of **\$3000.00** or pay **\$16/day extra** for an Excess Reduction to **\$1500.00**
- b/ For drivers aged 21 years of age and under 25 years of age You agree to pay the **Loss or Damage or Liability Excess of \$5000.00**
- c/ If You are in breach of the Rental Agreement terms and conditions You agree to pay for any loss, damage, or liability in full.

Accepts / Declines @ Excess Amount \$: _____ Initials: _____

Note: Payment of the Excess does not resolve You of Your liabilities under the terms and conditions of this Rental Agreement contract.

SERVICE AGREEMENT TO HIRE A VEHICLE - PART B

You acknowledge that **You have received and understood the terms and conditions** of Part A & B of the Rental Agreement. (Refer to our Website and/or copy in Glove Box).

You **authorise ICSAR to charge all unpaid monies** due to the credit card provided on the Rental Agreement or any other credit card or cheque account provided to settle any charges and obligations payable on this Rental Agreement.

You **authorise ICSAR to charge 1.5% credit card fee** to monies related to any charges and obligations payable on this Rental Agreement if paying with MasterCard or Visa and 2.85% if paying with Amex/Dinners.

If **You Return Late** - return the Vehicle more than 60 minutes after the Time Due In, an additional half or full day will be payable. (at **ICSAR Discretion**).

Vehicles are to be returned with a full tank otherwise \$3.00/L charge will apply.

TOLL PASS FEES APPLY; Client agrees to pay all tolls and road charges, against credit card as provided.

Charges are **subject to a full inspection of the vehicle** by an **ICSAR Representative** at any time. (Incl but not limited to cleaning, pick up costs, accident / service call costs etc Nb: there is to be **NO SMOKING in the vehicle at any time**).

You acknowledge You are responsible for the Vehicle until **ICSAR** accepts custody.

This is a **SERVICE AGREEMENT ONLY, ICSAR is the legal owner of the vehicle and You as the RENTER of the vehicle remains responsible that the vehicle is RETURNED in THE SAME CONDITION AS SUPPLIED.**

If You are an NDIS client and Your funding for the rental vehicle is stopped, denied, or Withdrawn You must immediately notify **ICSAR** and arrange for car to be returned Immediately. Any shortfall in payment is to be paid directly and immediately to **ICSAR**.

I read and agree to all the Terms and Conditions presented in this Service Agreement.

Driver / Renter: _____

Additional Authorised Driver: _____

* Please note that Credit Card and Cash Bonds will not be released prior to 14 days from the date the Vehicle is returned to **ICSAR** or at **ICSAR Discretion**.



INTERPRETING YOUR SERVICE AGREEMENT

The Service Agreement ("**Service Agreement**") between Integrity Car Sales and Rentals and You is made on the date shown on the Rental Document You have signed in respect of the Vehicle ("**Rental Document**"), and is made up of that Rental Document and these Terms and Conditions.

In these Terms and Conditions:

"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 (cth) as amended or replaced from time to time.

"Authorised Driver / Joint Renter" means an additional driver who is noted on the Service Agreement 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 Acceptance of Loss/Damage Liability section of this Service Agreement/Rental Document.

"Insurance Policy" means a policy of liability insurance arranged by Integrity when You and the Authorised Driver agree to pay for the Loss or Damage or Liability Excess.

"Integrity Car Sales and Rentals" means Integrity Car Sales and Rentals Pty Ltd ABN

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

"Loss Damage Waiver" means the optional insurance coverage that is available to you when renting one of our cars, which reduces Your financial responsibility for loss or damage to the Vehicle to the Excess Amount.

"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.

"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 Integrity Car Sales and Rentals.

"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 Budget 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 Integrity Car Sales and Rentals.

"We" refers to Integrity Car Sales and Rentals.

"You" or "Your" refers to the person(s) with whom the Service 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 Service Agreement.

SERVICE AGREEMENT TO HIRE A VEHICLE - PART C

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 are currently licensed to drive the Vehicle and have been so licenced to drive for a period of 12 months or longer (excluding any time under a learner's permit or a provisional licence); and
- (c) You and the Authorised Driver are not under 21 years age; and
- (d) You and the Authorised Driver have not had Your driver's licence cancelled, endorsed or suspended within the last three years.

2. CANCELLATION POLICY

A cancellation fee of 100 percent of the total hire will be incurred if the rental is cancelled within the 24 hours preceding the rental or if the client fails to collect the car.

3. WHERE YOU CAN AND CANNOT DRIVE THE VEHICLE

3.1 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.

3.2 You and any Authorised Driver must not, unless authorised in writing by Integrity Car Sales and Rentals, drive or take the Vehicle:

- (a) to Kangaroo Island, Fraser Island, Stradbroke Islands or Moreton Island;
- (b) into or out of the Northern Territory, Tasmania or to any points in Western Australia north of Carnarvon;
- (c) in Queensland:
 - (1) beyond Chillagoe in a westerly direction;
 - (2) beyond Normanton in a southerly direction.
 - (3) if the Vehicle is a passenger vehicle or truck, beyond Cape Tribulation or Laura in a northerly direction;
 - (4) if the Vehicle has four wheel drive, beyond Cooktown or Laura in a northerly direction;



- (d) above the snow line in Tasmania, New South Wales and Victoria (being Jindabyne in New South Wales and Bright in Victoria) from the beginning of June until the end of September;
- (e) in the Northern Territory and Western Australia, outside any city limits between dusk and dawn; or
- (f) on beaches or through streams, rivers, creeks, dams or floodwaters.

4. USE OF THE VEHICLE

4.1 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 Integrity Car Sales and Rentals.
- (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) 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;
- (f) not allow the Vehicle to be used to carry passengers for payment or reward of any kind;
- (g) not use the Vehicle when it is damaged or unsafe;
- (h) 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 Integrity Car Sales and Rentals recommendations;
- (i) not use the Vehicle for the conveyance or towing of any load which is incorrectly loaded or secured or is in excess of that for which the Vehicle was constructed;
- ii) not, without Integrity Car Sales and Rentals prior written consent, use the Vehicle to carry any inflammable substance which has a flash point under 22.8°C or any other explosive or corrosive substances; and
- iii) not use the Vehicle in contravention of any law.

4.2 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.

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

4.4 You and any Authorised Driver must not drive the Vehicle if Integrity Car Sales and Rentals has so directed You and any Authorised Driver.

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

5. MAINTENANCE, SECURITY AND SAFETY

5.1 You and any Authorised Driver must:

- (a) maintain all of 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) keep the Vehicle locked and the keys under Your or the Authorised Driver's personal control at all times; and
- (c) comply with any applicable seat belt and child restraint laws.

5.2 You must not service the Vehicle or have repairs to the Vehicle carried out unless Integrity Car Sales and Rentals authorises You to do so. Integrity Car Sales and Rentals requires verification of the cost of repairs for audit and GST purposes. You should obtain an original tax invoice/receipt to assist Integrity Car Sales and Rentals. Integrity Car Sales and Rentals 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 Integrity Car Sales and Rentals cannot verify the cost of repairs, Integrity Car Sales and Rentals will not reimburse You.

5.3 You and Integrity Car Sales and Rentals acknowledge that the Vehicle is generally in an undamaged condition except as otherwise stated on the Rental Document.

6. LOSS DAMAGE WAIVER, DAMAGE AND LOSS OF PROPERTY

6.1 Subject to this clause 6, 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.

This clause 6 does not apply to any damage or loss for which Integrity Car Sales and Rentals is liable to You under this Service Agreement. Remember that references to the 'Vehicle' include all of its parts, components, accessories and contents.

6.2 Subject to clauses 6.5 and 6.6, Integrity Car Sales and Rentals waives Your liability under clause 6.1 for damage to, or loss of, the Vehicle and will ensure that You and any Authorised Driver are entitled to be indemnified under the Integrity Car Sales and Rentals Insurance Policy, if:

- (a) You accept and pay for the Loss Damage Waiver option on the Rental 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.

6.3 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, Integrity Car Sales and Rentals waives Your liability under clause 6.1 and will ensure that You are entitled to be indemnified under the Integrity Car Sales and Rentals Insurance Policy, and We will refund You any Excess Amount You paid Integrity Car Sales and Rentals, provided that, acting reasonably, Integrity Car Sales and Rentals agrees that You or an Authorised Driver were not at fault and:

- (a) You and any Authorised Driver hold a current driver's licence;



(b) You have provided Integrity Car Sales and Rentals with any details of the incident that Integrity Car Sales and Rentals 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

(c) You have supplied or Integrity Car Sales and Rentals has established the name of the insurer of any third party You believe was at fault and Integrity Car Sales and Rentals reasonably believes that the insurer will pay Integrity Car Sales and Rentals for the loss or damage.

6.4 If clause 6.3 applies, Integrity Car Sales and Rentals may debit Your Account with the Excess Amount at the time of loss of, or damage to, the Vehicle, however when Integrity Car Sales and Rentals reasonably believes that the insurer of a third party will pay Integrity Car Sales and Rentals for the loss or damage, Integrity Car Sales and Rentals will, within a reasonable period of time, refund You the Excess Amount You paid.

6.5 Additional amounts payable: Even if You accept the Loss Damage Waiver option on the Rental Document, and even if you pay the Excess Reduction, You must always pay to Integrity Car Sales and Rentals 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 salt water (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 clause 3, 4.1, 5;

(iv) damage to a tyre or an Accessory not attributable to normal wear and tear;

(v) 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 Integrity Car Sales and Rentals because You or another person has been smoking in the Vehicle during the Rental Period in breach of clause 4.1(i);

(d) a reasonable administrative fee reflecting the cost of making arrangements for professional cleaning or smoke extraction in clause 6.5(c); and

(e) if You have breached the Service 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 Service Agreement has caused the downtime of the Vehicle.

6.6 (a) For the purposes of this clause 6.6, '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 6.1, 6.2, or 6.5 applies, You must pay to Integrity Car Sales and Rentals, or Integrity Car Sales and Rentals may debit Your account with, the Excess Amount at the time of loss of, or damage to, the Vehicle pending Integrity Car Sales and Rentals' assessment of the loss and damage and, if applicable, the repair of the Vehicle, subject to Your right to a refund under clause 6.7(b).

(c) For the purposes of calculating any refund under clause 6.7(b), Integrity Car Sales and Rentals will add the Recovery Costs to the amount of the costs of damage and repair to the Vehicle.

(d) If clause 6.5 applies, and if the total of the Recovery Costs and the costs and fees that You must pay under clause 6.5 is greater than the Excess Amount (with the difference being the 'Gap Amount'), You must pay to Integrity Car Sales and Rentals, or Integrity Car Sales and Rentals may debit Your Account with, the Gap Amount.

6.7 (a) Where You are required to pay Integrity Car Sales and Rentals under this clause 6, the amount You must pay for any loss, damage, repair, cost or fee:

(1) may be reasonably determined by Integrity Car Sales and Rentals; 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 Integrity Car Sales and Rentals and paid by You under this clause 6.7 exceeds the final cost of the loss, damage or repair, Integrity Car Sales and Rentals will refund the difference to You within a reasonable period of time.

(c) Integrity Car Sales and Rentals 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.

7. RETURN OF VEHICLE

7.1 You must return the Vehicle to Integrity Car Sales and Rentals:

(a) to the place, on the date and by the time shown on the Rental Document (or sooner if required under clause 6.4);

(b) in the same condition as it was at the commencement of the Rental Period, fair wear and tear excepted;

(c) with a full tank of fuel (or otherwise pay to Integrity Car Sales and Rentals the cost to refuel the Vehicle). A Fuel Surcharge of \$2.50 per litre Will Apply to any Fuel Shortfall.

7.2 You must return the Vehicle to an Integrity Car Sales and Rentals location during our normal business hours. If You return the vehicle later than the time shown on the rental document, You must pay all additional rental charges.

7.3 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 Integrity Car Sales and Rentals standard rate for the Vehicle for the Rental Period.

7.4 Integrity Car Sales and Rentals may request the immediate return of the Vehicle, or Integrity Car Sales and Rentals may re-take the Vehicle without notice, if Integrity Car Sales and Rentals reasonably suspects that:

- (a) You have breached a term or condition of the Service 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 Integrity Car Sales and Rentals any cost it incurs as well as all costs and charges under the Service Agreement for the period up to return/repossession of the Vehicle.

7.5 Integrity Car Sales and Rentals 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 Service Agreement.

8. CLAIMS AND PROCEEDINGS

8.1 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 Integrity Car Sales and Rentals;
- (c) not, without Integrity Car Sales and Rentals written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability;
- (d) permit Integrity Car Sales and Rentals 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 Integrity Car Sales and Rentals 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, Integrity Car Sales and Rentals in making such a claim, including assigning any right to claim under any Substitute Vehicle Insurance to Integrity Car Sales and Rentals;
- (f) complete and furnish to Integrity Car Sales and Rentals within a reasonable time any statement, information or assistance which Integrity Car Sales and Rentals or its insurer may reasonably require, including attending at a lawyer's office and at Court to give evidence.

9. PAYMENT

9.1 At the end of the Rental Period, You must pay Integrity Car Sales and Rentals on demand:

- (a) all charges specified on the Rental Document and all charges payable under the Service Agreement;
- (b) any amount paid or payable by Integrity Car Sales and Rentals or You to any person arising out of Your use of the Vehicle or imposed on You or Integrity Car Sales and Rentals by any governmental or other competent authority (such as speeding, parking and traffic fines and toll charges); and
- (c) any amount for which You are liable to Integrity Car Sales and Rentals under the Service Agreement, in respect of a breach of the Service Agreement or otherwise.

9.2 The minimum charge You must pay for the rental of the Vehicle is an amount equivalent to:

- (a) one day's rental at the "daily rate" shown on the Rental Document (subject to clause 6.4); plus
- (b) the amount payable for the number of kilometres driven during the Rental Period.

9.3 Distance charges are measured from the Vehicle's odometer.

9.4 You authorise Integrity Car Sales and Rentals to charge all moneys payable to Integrity Car Sales and Rentals under the Service Agreement to Your credit card or charge account.

9.5 Integrity Car Sales and Rentals will pay any refund due to You by such method as Integrity Car Sales and Rentals may reasonably choose.

10. LIABILITY OF INTEGRITY CAR SALES AND RENTALS

10.1 Unless it is negligent, Integrity Car Sales and Rentals is not liable to any person, and You indemnify to Integrity Car Sales and Rentals, 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 Integrity Car Sales and Rentals.

10.2 Neither clause 9.1 nor any other provision of the Service 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.

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

11. TERMINATION

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

11.2 You may terminate the Service Agreement at any time for any other reason.

11.3 If the Service Agreement is terminated early for any reason other than a breach by Integrity Car Sales and Rentals, You agree to pay rental charges that reflect the actual duration of the rental. Such charges may be higher than those that apply for a longer rental period.



12. MISCELLANEOUS

12.1 The Service Agreement contains the whole agreement between the parties.

12.2 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.

12.3 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.

13. PRESUMPTIONS AND INTERPRETATION

13.1 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.

13.2 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.