

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 Document You have signed in respect of the Vehicle and is made up of that Rental Document and these Terms & Conditions ('T&C').

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 (Cth) as amended or replaced from time to time.

“Authorised Driver” or **“Joint Renter”** means an additional driver who is noted on the Rental 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 Rental Agreement/Rental 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 or Damage or Liability Excess.

“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 this Rental 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.

“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

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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 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 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 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.

Terms & Conditions ('T&C') – Part A:

1. DRIVER

PO Box 566, COLLAROY NSW 2097

32/40 Wattle Road, BROOKVALE NSW 2100

Phone: 1300 WELCAB | 1300 935 222

Email: contact@icsar.com.au

www.icsar.com.au

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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 licenced 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 18 years of 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. 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.

2.2 You and any Authorised Driver must not, unless authorised in writing by Chair Share, 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.

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;

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(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 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.

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.

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5. LOSS DAMAGE WAIVER, 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 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.

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 and:

- (a) You and any Authorised Driver hold a current driver’s licence;
- (b) 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
- (c) 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.

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5.4 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 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 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 Chair Share because You or another person has been smoking or had pets in the Vehicle during the Rental Period; 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 ICSAR reasonably believes that the insurer of a third party will pay ICSAR for the loss or damage, ICSAR will, within reasonable period of time, refund You the Excess Amount You paid according to clause 5.5(c).

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(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, fair wear and tear excepted;

(c) with a full tank of fuel (or otherwise pay to Chair Share the cost to refuel the Vehicle). A Fuel Surcharge of \$2.50 per litre will apply to any fuel shortfall.

6.2 You must return the Vehicle to an Chair Share 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.

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.

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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.

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

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8.1 If You are an NDIS client, please refer to Your NDIS Service Agreement for payment details.

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

8.3 After the Rental Period is complete ICSAR will process charges for:

- (a) any amount paid or 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 speeding, parking and traffic fines and toll charges);
- (b) any amount for which You are liable to Chair Share under the Rental Agreement, in respect of a breach of the Rental Agreement or otherwise; and
- (c) any extra charges incurred during the Rental Period such as extra kilometres, fuel or cleaning fees.

8.4 The minimum charge You must pay for the rental of the Vehicle is an amount equivalent to one day's rental at the "daily rate" shown on the Rental Document.

8.5 Distance charges (extra kilometres) are measured from the Vehicle's odometer.

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

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

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.

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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.

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.

Terms & Conditions ('T&C') – Part B:

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 if it is a Private Rental. In case of a NDIS Rental, payment will be processed according to clause number 8 of Part C of this 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/Diners.**

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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.

Client agrees to use ICSAR's etag and parking permit during rental period and is responsible for making sure they do not leave the rental car during the rental period. If the etag or parking permit goes missing ICSAR will charge the customer for the amounts paid to replace them.

Charges are **subject to a full inspection of the vehicle** by an **ICSAR** Representative at any time. (Including but not limited to cleaning, pick up costs, accident / service call costs etc.

There is to be **NO SMOKING in the vehicle at any time. PETS ARE NOT ALLOWED in the vehicles at any time.**

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

This is a **RENTAL AGREEMENT ONLY, ICSAR is the legal owner of the vehicle.**

You as the RENTER of the vehicle remain responsible for RETURNING the vehicle in THE SAME CONDITION AS SUPPLIED.

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 **ICSAR** 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.**

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 by You directly and immediately to **ICSAR.**

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. **ICSAR is responsible for protecting the client's privacy and confidential information.**

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