



Simba Car Hire
 775 Kingsford Smith Drive
 Eagle Farm Brisbane QLD 4009 Australia
 Tel: +61721459669
 Fax: -
 Email: brisbaneairport@simbacarhire.com.au
 ABN: 87 635 707 229
 Rental Licence Number: 87 635 707 229

Rental Agreement #:		
Company:		
Hirer's Name:	DOB:	
Licence No.:	Issued In:	Expiry Date:
Address:		
Phone:	Mobile:	Email:

Additional Driver 1:			DOB:	
Licence No.:	Issued In:		Expiry Date:	
Phone:			Email:	
Additional Driver 2:			DOB:	
Licence No.:	Issued In:		Expiry Date:	
Phone:			Email:	

	Vehicle Details Category: Make: Model: Licence Plate: Tolling Tag: Kms Out: Kms In: Fuel Type: Fuel Out: Fuel In:	

Rental Details	
Start Date / Time:	Pickup Location:
Actual Start Date/Time:	Collection Point:
Return Date / Time:	Return Location:
Actual Return Date/Time:	Return Point:

Rates & Fees	QTY	Rate	Total
Total			
All charges subject to final audit			(incl GST of

Payment Details	Amount Paid

Balance Due

IMPORTANT : Physical Driver's license and Physical Debit/ Credit card is a mandatory requirement at the time of Vehicle collection.

Security Bond of AUD \$500.00 - AUD \$2000.00 will be deducted from your debit/ credit card and refunded upon approval of the rental inspection. The security bond will be charged if the rental booking has reached 30 days or more.

Insurance Excess Terms: An excess of \$5,480.00 applies for drivers aged between 25 and 85. For drivers aged between 21 and 24, the excess is \$6,380.00. Any excess waiver chosen, will only cover the first incident.

Coverage and Payment: If you have selected a coverage option with an applicable payable excess, you are required to pay the full excess amount specified in your rental agreement when the vehicle is returned in the event of any damage or loss to the rental vehicle, including damage caused by natural disasters such as hail & the incorrect use of fuel. This applies regardless of the extent of the damage.

If you have selected third-party cover, you are required to pay the full excess amount specified in your rental agreement when the vehicle is returned in the event of any damage or loss to the rental vehicle. You may then seek reimbursement from your third-party provider.

In the event that damage to the rental vehicle is caused by a third-party, you are required to pay the full excess amount specified in your rental agreement. When the third-party accepts liability, we will process the refund of the paid insurance excess.

Flood Damage Exclusion – Full Liability Applies
 The Hirer acknowledges and agrees that any loss or damage to the Vehicle resulting from water ingress, submersion, or exposure to water—including but not limited to floodwaters, storm surge, flash flooding, or driving through water-affected roads—is expressly excluded from all excess waivers, damage protection plans, and insurance coverage.

The Hirer accepts full financial liability for any and all damage, recovery, repair, towing, cleaning, and associated costs resulting from such events, regardless of the level of coverage or excess reduction purchased. This includes engine damage, electrical system failure, interior damage, underbody corrosion, and any loss of use of the Vehicle.

Under no circumstances shall such incidents be considered accidental or unavoidable for the purposes of insurance coverage under this agreement. The Owner shall have sole discretion in determining the cause of damage.

Roadside Assistance: If you have selected Premium Roadside Assistance (PRA), no call out fees will incur (unlimited callouts). PRA is NOT included in the Premium Excess Cover. PRA is a mandatory purchase if the vehicle is driven to Kangaroo Island or Interstate. If PRA is declined by the customer under mandatory conditions, the security bond is increased to a minimum of \$750.

If you have opted out of PRA, Standard Roadside Assistance will apply to every reservation, and a minimum call-out fee of \$149 will be charged per incident, depending on the location.

In the event where Roadside Assistance is needed, please call the branch directly for assistance during business hours. Out of business hours, please phone 1800 450 490 or 1800 024 627.

Cross-Border Travel: Travel is permitted anywhere within Australia, including ferry travel. In case of Cross-Border and Territorial Restrictions violations, all protections will be void.

Pet Travel Pass: Pets are allowed in the rental vehicle if you choose the additional pet add-on for a fee. However, the vehicle must be returned in a clean condition – free of pet hair, dirt, odours, stains, interior damage, or any other mess caused by pets to avoid additional cleaning charges. Pets must be kept on a leash on the branch premises and never left unattended. Pets must be kept in a secured cage or car seat within the vehicle.

Windscreen and Tyre Cover: Covers the cost of repair or replacement for windscreen cracks, chips, or tyre punctures. This coverage is included in our Premium Excess Cover. This only applies for a single incident. To remain the coverage, it will need to be repurchased. Vehicle windows including rear is excluded.

Vehicle Interior Cover: Protects against accidental spills, stains, or damage to the vehicle's interior, helping to avoid additional cleaning or repair fees.

Additional Fees:

Excluding premium cover options, in addition to the excess there will also be an Immobilisation Fee, plus a one-off Claims Management Fee (\$195) that covers costs associated with the time the rental vehicle is out of service due to damage or necessary repairs. The Hirer is required to pay this fee to compensate for the period the vehicle is unavailable for rental. The Immobilisation Fee is \$110 - \$295 Per Day.

We accept International Credit and Debit cards, However the international transaction fee is **borne by the Hirer**. Please consult with your Financial Institution.

Extensions to the rental period are subject to the prevailing market rate, which may be higher or lower than the original booking rate. Please be advised that a one-hour grace period is allowed for late returns. After this period, a late return fee of \$99 will apply if the extension is not advised, in addition to the daily market rate. If the extension is advised at least 24 hours prior to the return time, the charge will be based on the market rate. Returns made after office hours will incur a minimum unattended drop-off fee of \$299. This fee applies to all returns after closing hours.

Due to fluctuating foreign exchange rates and other possible banking charges, Simba Car Hire CANNOT be held responsible for any difference between the amount paid and the amount refunded.

The main driver must be in possession of either a Credit Card or a Debit Card in their own name when picking up the vehicle. The card must have enough available funds to cover the excess/deposit amount. If using a Debit Card or a Credit Card, the amount will be CHARGED.

The deposit will be returned after the rental period, as long as all conditions have been met. The card will also be required to pay for your local fees, extra equipment and anything purchased additionally at the counter.

OTHER FEES & CHARGES

- **Claims Management Fee:** \$195
- **Smoking and Cleaning:** \$50 - \$395
- **Windscreen Replacement:** \$925 - \$6,000
- **Late Car Return:** \$99 plus daily market rate
- **Credit Card Surcharge:** 2.15%
- **Replacement Key:** \$950 - \$2,000
- **Refueling Fee:** \$25 Service Fee + Cost of Fuel
- **Tyres, Rims & Hubcap Damage:** \$195 - \$695
- **Non-Mechanical Call Out:** \$255
- **Administration Cost:** \$110/hr (Inc. GST)

- **Carpets/GPS/Accessories:** \$100 - \$499
- **Daily Immobilisation Fee:** \$110 - \$295 Per Day
- **Deposit Charged:** \$500 - \$2,000
- **Administration Fee:** \$75 (Per item: Postage, Infringement, Toll Nomination)
- **Tolls:** \$2.95 Admin Fee + Toll Amount
- **Lost Toll Tag Fee:** \$250 - \$450
- **Roadside Assistance Contact:** 1800 450 490

Any accident must be reported within twenty four(24)hours and must be accompanied by a police report.

Should the hirer(s) fail to comply with any conditions of this contract, all losses and damages suffered by the owner arising out of such failure shall be borne by and paid for by the hirer(s).

Subject to the terms & conditions contained on the front and reverse hereof of which the hirer(s) acknowledges that they are aware, the hirer agrees to rent the above vehicle and elects to pay all amounts payable under this agreement by the method of payment of which details are given on this document.

The Hirer(s) accept responsibility for all traffic violations, toll charges, fines and any road related expenses. Traffic Infringement/ Tolls/ Fines will incur A \$75 administration fee debited on Credit/ Debit card.

HIRER(S) RESPONSIBILITY

1.
 - i. Maintaining water and oil levels is the hirer(s) responsibility. Any cost incurred will be reimbursed upon production of a receipt. Should any malfunction of the vehicle occur, any sign of overheating, you must stop the vehicle immediately or you will be held liable and loss of bond may occur
 - ii. Incorrect Fuel Use: In the event of incorrect fuel usage, it is not covered under any insurance. The hirer is liable to pay the full excess of the vehicle, plus any other charges that may incur in fixing the vehicle, including but not limited to loss of income.
 - iii. Vehicles are provided in a clean and tidy manner and should be returned in a similar state otherwise a cleaning fee will apply.
 - iv. Overhead Damage to Vans: Overhead damage to vans, including but not limited to 2-seater to 12-seater vans*, is not covered under any insurance. The hirer is liable to pay the total amount of fixing the overhead damage, including but not limited to structural repairs, repainting, and any consequential damages caused by the incident.

*A "van" refers to a larger vehicle designed primarily for transporting passengers or goods. Vans typically include features such as multiple rows of seating, extended roof heights, and increased storage capacity compared to standard cars. Examples of vans include minibuses, cargo vans, and 8 to 12-seater passenger vans.

SIMBA CAR HIRE PTY LTD

ABN: 87 635 707 229

291 South Road, Mile End South, SA 5031

PHONE: (08) 8126 3890

1. RENTAL DOCUMENT

1.1. AGREEMENT between the party (hereinafter called "the Hirer") described in Item 1 of the Schedule and SIMBA CAR HIRE PTY LTD ABN 87635707229 whose registered office is situated at 291 South Road, Mile End South SA 5031 ("the Owner").

2. WHEREBY IT IS AGREED that:

2.1. The Hirer shall hire from the Owner of the Vehicle described in Item 2 of the Schedule (hereinafter called "the Vehicle") upon and subject to the terms and conditions of this Agreement.

3. The Hirer DOES HEREBY DECLARE that the Hirer has read and considered the terms and conditions of this Agreement prior to the execution hereof AND understands and agrees to be bound by them AND hires the Vehicle for the Hirer's own use.

4. The Agreement comprises this Rental Document (including Annexures A and B) and the following documents:

4.1. the Terms and Conditions annexed hereto; and

4.2. if applicable, the confirmation email where the Hirer has pre-booked the rental of the Vehicle online or through the Owner's call centre.

THIS DOCUMENT IS YOUR AUTHORITY TO DRIVE THE VEHICLE. PLEASE KEEP IT WITH YOU AT ALL TIMES AND HAND IT IN AT THE END OF RENTAL. THE HIRER IS RESPONSIBLE AT ALL TIMES FOR PARKING AND TRAFFIC VIOLATIONS, OVERHEAD, UNDERBODY, TYRE AND INTERIOR DAMAGE (NON WAVERABLE). REFER TO ATTACHED TERMS AND CONDITIONS.

5. TERMS AND CONDITIONS

DEFINITIONS:

In these Terms and Conditions, unless a contrary intention is stated:

5.1. "Accident" means a collision between the Vehicle and any other object, including another vehicle, that results in damage.

5.2. "Account" means the debit card or credit card to which the Rental Charges are to be debited.

5.3. "Additional Driver Fee" means the fee payable by the Hirer to the Owner for the addition of an Authorised Driver aside from the Hirer.

5.4. "Agreement" means the rental agreement made between the Hirer and the Owner comprising the Rental Document, these Terms and Conditions and, if applicable, the confirmation email where the Hirer has pre-booked the rental of the Vehicle online or through the Owner's call centre.

5.5. "Authorised Driver" means the Hirer and any additional driver that is added to the Hirer's rental as an Authorised Driver with the prior written consent of the Owner.

5.6. "Consequential Loss" means loss of expected savings, loss of use, loss of opportunity, loss of profit, loss of revenue, increased financing costs, loss arising from delay, or any consequential, special or indirect loss or damage, whether or not the possibility or potential extent of the loss or damage was known or foreseeable, and whether arising from a claim under indemnity, contract, tort (including negligence), statute or otherwise.

5.7. "Costs" includes costs, charges and expenses, and includes legal costs and expenses on a full indemnity basis.

5.8. "Excess Amount" means the amount shown as the "Excess Amount" on the Rental Document.

5.9. "Hire Period" means the period commencing on the date shown on the Rental Document and ending on the date that the Hirer returns the Vehicle to the Owner.

5.10. "Hirer" means the person(s) specified in Item 1 of Annexure A of the Rental Document as the Hirer.

5.11. "Incident" means an Accident, an instance of damage, theft of the Vehicle or other incident where the Vehicle sustains damage, or the Hirer loses possession or control of the Vehicle.

5.12. "Loss Damage Waiver option" means the loss damage waiver option described on the Rental Document, which, if accepted or included in the daily rate, reduces the Hirer's financial responsibility for loss or damage to the Vehicle to the Excess Amount subject to the terms and conditions of this Agreement.

5.13. "Manufacturer's Specifications" means the specifications of the manufacturer of the Vehicle set out in the Vehicle's operation manual located in the glove box of the Vehicle.

5.14. "Overhead Damage" means damage (excluding hail damage) to the Vehicle during the Hire Period above the top of the front and back of the windscreens, damage to the box section of a commercial vehicle above the front windscreen 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 the Hirer or any person standing or sitting on the roof of the Vehicle.

5.15. "PPSA" means the Personal Property Securities Act 2009 (Cth), as amended from time to time.

5.16. "Rental Charges" means the fees, cost, amounts and charges specified on the Rental Document or payable under this Agreement.

5.17. "Security Bond" means the security bond paid by the Hirer to the Owner under this Agreement.

5.18. "State" means the State of South Australia.

5.19. "Substitute Vehicle Insurance" means a policy of motor vehicle insurance held by the Hirer or an Authorised Driver which covers the Hirer or the Authorised Driver while using the Vehicle as a substitute for the vehicle insured under that policy.

5.20. "Underbody Damage" means damage to the Vehicle during the Hire 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 and where the Owner considers, acting reasonably, that the driver of the Vehicle is reasonably at fault for that damage.

5.21. "Vehicle" means the motor vehicle and/or trailer described on the Rental Document and includes all tyres, tools, spare parts, accessories and safety equipment supplied with the Vehicle.

6. INTERPRETATION:

In this Agreement, unless a contrary intention is stated:

6.1. references to persons shall include a firm, company, corporation, authority or body whether or not incorporated;

6.2. the singular shall include the plural and vice versa;

6.3. where two or more persons are defined as a party to this Agreement, this Agreement shall apply to each of them severally and all of them jointly; and

6.4. the terms "financing statement", "interested person", "register", "proceeds", "security agreement" and "security interest" shall have the meaning given to those terms in the PPSA.

7. The Hirer promises to the Owner that: -

7.1. Only the Hirer and an Authorised Driver will drive the Vehicle.

7.2. The Hirer and all Authorised Drivers are at least 21 years of age.

7.3. The Hirer and all Authorised Drivers hold a current full (non-probationary) driver's licence appropriate for the Vehicle which permits them to drive the Vehicle in the State.

7.4. The Vehicle will only be driven on roads which are properly formed and constructed as sealed, metal or gravel roads.

7.4.1 The Hirer and all Authorised Drivers hold either a full license or P2 license issued 1 year before the rental start date. Learners and P1 drivers are not permitted to rent a vehicle under any circumstances.

7.5. The Hirer is responsible for the acts and omissions of each Authorised Driver and any other person the Hirer or an Authorised Driver allows to drive the Vehicle, and neither the Hirer nor any Authorised Driver will have the benefit of the Loss Damage Waiver option (if accepted or included in the daily rate) if the Hirer or an Authorised Driver allows an unauthorised driver to drive the Vehicle and that unauthorised driver causes loss or damage to the Vehicle or damage to the property of a third party.

7.6. To add an Authorised Driver, the Hirer must pay the Additional Driver Fee. The additional Authorised Driver must provide the Owner with a copy of a current and valid licence confirming that the additional Authorised Driver is authorised to drive the Vehicle at the time the Rental Document is signed.

7.7. All particulars shown in Item 1 of Annexure A of the Rental Document concerning the Hirer are true and correct and the Hirer acknowledges that the Owner relies on the truth of these particulars in deciding whether to hire the vehicle to the Hirer.

8. The Hirer Agrees: -

8.1. To pay the Owner's estimated Rental Charges in full at the beginning of the Hire Period. The estimated Rental Charges are based on the agreed Hire Period and any options selected by the Hirer as shown on the Rental Document. The charges are "estimated" because they exclude any potential fuel or other charges the Hirer might incur through the use of the Vehicle during the rental.

8.2. The Hirer will be liable for any dishonour fee or other charge the Owner incurs as a result of any payment being dishonoured.

8.3. That if the Owner makes any error or omission in calculating the total Rental Charges due at the end of the Hire Period, the Owner may make further demand on the Hirer for payment and the Hirer agrees to pay any such charges immediately on receipt of the demand.

8.4. To pay (and the Hirer authorises the Owner to debit the Account to pay) at the end of the Hire Period:

8.4.1. all Rental Charges (less the estimated Rental Charges paid by the Hirer at the start of the rental);

8.4.2. any amount paid or payable by the Owner or the Hirer to any person arising out of the Hirer's use of the Vehicle or imposed on the Hirer or the Owner by any government or competent authority;

8.4.3. the replacement cost (as reasonably determined by the Owner, up to the amount specified in Annexure B of the Rental Document for the relevant

item) for a lost or stolen accessory;

8.4.4. the card surcharge payable for the method of payment chosen by the Hirer; and

8.4.5. any amount which the Hirer owes the Owner under this Agreement in respect of a breach of the Agreement or otherwise.

8.5. That the Hirer will be liable for any card surcharge payable for the method of payment chosen by the Hirer.

8.6. The minimum charge the Hirer must pay for the rental of the Vehicle is an amount equal to the total Rental Charges payable by the Hirer for the agreed Hire Period as shown on the Rental Document. There will be no refund provided for the early return of the Vehicle.

8.7. If the Hirer fails to pay any amount due under or in connection with the Rental Agreement, the Hirer must also pay the Owner interest at 12% per annum (compounded daily) on the amount from the date on which the Hirer was required to pay the amount until the amount is paid in full, and, on demand, any Costs incurred or paid by the Owner in collecting these overdue amounts.

8.8. By hiring the Vehicle from the Owner, the Hirer may be granting a security interest in the Vehicle (and any proceeds) to the Owner, and this Agreement may constitute a security agreement. Any security interest arising under this Agreement attaches to the Vehicle when the Hirer obtains possession of the Vehicle and not at any other time. The Owner may perfect its security interest by lodging a financing statement on the PPSA register. The Owner does not need to give the Hirer any notice under the PPSA (including a notice of verification statement) unless the notice is required by the PPSA and that requirement cannot be excluded.

8.9 For the safety and security of both our vehicles and customers, we reserve the right to monitor the location and usage of the vehicles through appropriate means. This may include the use of GPS tracking systems or other technology to ensure the vehicle's safe return and to assist in any case of theft, damage, or emergency. The customer agrees not to interfere with or tamper with any such systems during the rental period.

8.10 All first-time local hirers must provide an additional form of identification that matches the address on the hirer's driver's license. Examples include a utility bill, phone bill, etc. All first-time local hirers must pay a \$1000 security bond.

8.11. The Hirer is responsible for the correct fitting and use of accessories. The Hirer is liable for the full replacement cost (as reasonably determined by the Owner, up to the amount specified in Annexure B of the Rental Document for the relevant item) in the event that any of these accessories are lost, stolen or damaged.

8.12. To fully inspect the Vehicle prior to the start of the rental to ensure that the condition of the Vehicle and any pre-existing damage is accurately noted on the Vehicle Condition Report.

8.13 It is the Hirer's responsibility to ensure the baby/booster seats are properly secured before leaving the branch premises. While our staff are trained to **assist** with the installation of the baby/booster seats, we are not liable for any incidents that may occur after the seat has been installed.

8.14. Early Pickup Fee

If the Hirer collects the Vehicle more than one (1) hour prior to the scheduled pick-up time without prior approval from the Owner, an Early Pick-up Fee of \$50 will apply. This fee reflects the administrative and operational costs associated with preparing the Vehicle ahead of schedule.

8.15. Authorisation to Charge for Outstanding Balances:

The Hirer expressly authorises Simba Australia Pty Ltd, Simba Car Hire Pty Ltd, Renzo Services Pty Ltd t/a Simba Car Hire, Car Charter Pty Ltd t/a Simba Car Hire to charge the debit or credit card provided at the commencement of the rental, or any card on file, for any outstanding charges, including but not limited to additional rental fees, tolls, fines, damage, fuel, cleaning, administrative fees, or any other amounts payable under this Agreement. This authorisation applies without the need for prior notice or further consent from the Hirer, provided the charges are incurred in accordance with the terms of this Agreement.

8.16. Chargeback Prevention and Acknowledgement:

The Hirer agrees not to initiate a credit or debit card chargeback for any fees or charges incurred under this Agreement, including charges for damage, late return, tolls, fines, or other contractual obligations. Any disputes must be resolved directly with Simba Australia Pty Ltd, Simba Car Hire Pty Ltd, Renzo Services Pty Ltd t/a Simba Car Hire, Car Charter Pty Ltd t/a Simba Car Hire. Initiating an unsubstantiated chargeback will be considered a breach of contract and may result in debt collection action and recovery of all associated legal and administrative costs.

8.17. Ongoing Payment Authority

The Hirer authorises the Owner to charge the credit or debit card on file for any applicable damage, loss, administrative fees, fines, or incident-related costs without further notice, as long as such charges are reasonably incurred under this Agreement. This authority remains in place for 180 days after the end of the rental period.

9. The Hirer and all Authorised Drivers agree during the Hire Period:

9.1. If the Vehicle is damaged or suffers a mechanical breakdown such that its further use may cause injury or damage to any person or property, not to use the Vehicle whilst it remains so damaged or broken down.

9.2. To protect the Vehicle against inclement weather including by closing windows and any sunroof or convertible roof to prevent the entry of rain and, where practicable, by garaging the Vehicle to prevent damage caused by hail.

9.3. To take proper care of the Vehicle.

9.4. To keep the Vehicle locked and secure at all times when it is not in use.

9.5. To keep the keys to the Vehicle in the Hirer's personal control at all times.

- 9.6. To adhere to any mileage instructions displayed in the Vehicle or set by the Owner and notify the Owner immediately if the Vehicle has reached the mileage when the next service is due, as indicated on the service sticker or affixed to the windscreen.
- 9.7. To only fill the Vehicle with the fuel type specified in the Manufacturer's Specifications.
- 9.8. To maintain all of the Vehicle's engine oils and engine coolant levels to the Manufacturer's Specifications, provided that the Owner has provided the Vehicle to the Hirer with engine oils and engine coolant at levels which reflect the Manufacturer's Specification).
- 9.9. To ensure no person interferes with any part of the engine, transmission, braking or suspension systems within the Vehicle.
- 9.10. To return the Vehicle to the Owner in good mechanical and physical order and condition at the Hirer's premises on the date and time shown on the Rental Document or as and when required by the Owner.
- 9.11. The Owner may request the immediate return of the Vehicle or the Owner may recover the Vehicle without notice, if:
- 9.11.1. The credit limited on the Hirer's method of payment would be exceeded by the debiting of the Rental Charges for a requested extension of the rental of the Vehicle;
- 9.11.2. The Hire Period expires without satisfactory arrangements having been made by the Hirer with the Owner for an extension;
- 9.11.3. The Owner reasonably suspects the Vehicle may be used for an unlawful purpose;
- 9.11.4. The Owner reasonably suspects that damage to the Vehicle, or injury to persons or property is likely to occur; or
- 9.11.5. The Vehicle will be involved in an industrial dispute.
10. The Hirer and all Authorised Drivers shall not, without the prior written consent of the Owner:
- 10.1. Part with possession of the Vehicle.
- 10.2. Use or allow the Vehicle to be used for any race, contest or performance test of any kind.
- 10.3. Sublet or hire the Vehicle to any other person.
- 10.4. Use or allow the Vehicle to be used to carry passengers for payment of any kind.
- 10.5. Provided it is reasonable in the circumstances to do so, drive the Vehicle after an Accident.
- 10.6. Smoke within the Vehicle or allow any other person to smoke within the Vehicle at any time.
- 10.7. Use or allow the Vehicle to be used to push anything, or to convey or tow any load.
- 10.8. Use the Vehicle in contravention of any law.
- 10.9. Alter or make any addition to the Vehicle.
- 10.10. Use the Vehicle for transporting any animals. Excluding service animals.
- 10.11. Have repairs to the Vehicle carried out.
11. The Hirer and all Authorised Drivers shall not:
- 11.1. Use the Vehicle for any illegal purpose or in contravention of any law.
- 11.2. Drive the Vehicle under the influence of any alcohol or drug or with a blood alcohol or drug content that exceeds the legal limit in the State in which the Vehicle is being driven.
- 11.3. Carry, or allow the Vehicle to carry, more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle.
- 11.4. Use the Vehicle to carry any inflammable substance which has a flash point under 22.8°C or any other explosive or corrosive substances.
12. The Hirer agrees: -
- 12.1. To pay all parking, speeding and traffic violation fines in relation to the Vehicle during the Hire Period in addition to a reasonable Fine Nomination Fee of \$75.00 for each such fine to reflect the cost of processing such fines.
- 12.2. To pay any Costs the Owner incurs or pays in recovering any amount payable under this Agreement or exercising or enforcing or preserving any rights of the Owner under the Agreement.
- 12.3. That the Owner is hereby authorised to release to any government body any information relating to any person who uses the Vehicle during the Hire Period.
- 12.4. That the Owner shall not be liable to the Hirer or any other person for any property stolen from the Vehicle or otherwise lost or damaged during the Hire Period or left in the Vehicle after its return to the Owner.
- 12.5. That the Hirer shall indemnify the Owner from and against any legal liability of the Owner in respect of any loss or damage to property or injury or

death to any person arising out of the use of the Vehicle by the Hirer or any other person during the Hire Period or any act or omission of the Hirer in connection with the Vehicle.

12.6. That the Owner shall not be responsible for any loss, damage or delay caused to the Hirer as a result of any breakdown, mechanical defect or other failure in the Vehicle.

12.7. To immediately notify the Owner if the Vehicle is destroyed or damaged or if any event occurs which might lead to a claim by the Owner under any policy of insurance maintained by the Owner and the Hirer shall do all things which the Owner may reasonably require be done to enable the Owner to receive indemnity under any such policy of insurance.

12.8. Accident or Incident and Claims in the event of an Incident, the Hirer must ensure that the Hirer and, where applicable, an Authorised Driver:

12.8.1. promptly reports the Incident to local police if the Incident results in personal injury or if required by law;

12.8.2. promptly reports the Incident in writing to the Owner;

12.8.3. does not make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability in relation to the Incident, except to the extent that the Hirer or an Authorised Driver is required to provide a statement to the police;

12.8.4. permits the Owner or its insurers at their own cost to bring, defend, enforce or settle any legal proceedings against a third party in the Hirer's name or in the name of the Authorised Driver in relation to the Incident;

12.8.5. permits or ensures that the Owner or its insurers may claim in the Hirer's name or that of the Authorised Driver under any applicable Substitute Vehicle Insurance, and assist, and cause the Authorised Driver to assist, the Owner in making such a claim, including assigning any right to claim under any Substitute Vehicle Insurance to the Owner; and

12.8.6. completes and furnishes to the Owner or its insurers within a reasonable time any statement, information or assistance which the Owner or its insurers may reasonably require, including attending at a lawyer's office and at Court to give evidence.

12.9. The Owner will meet the reasonable out-of-pocket expenses of the Hirer or the Authorised Driver in complying with the terms and conditions of hire.

12.9.1 Toll Usage and Associated Charges

All tolls incurred during the Hire Period, including toll administration and management fees, are strictly the responsibility of the Hirer. These charges are non-refundable, and the Hirer shall not be entitled to any compensation or reimbursement for toll-related expenses, regardless of whether the toll charges are itemised or bundled with administration fees.

12.9.2 Toll Tag Recognition and Variable Administration Fees

The Hirer acknowledges and agrees to the following conditions regarding toll usage during the Hire Period:

Toll Tag Usage:

If the rented Vehicle is equipped with a toll tag device and the tolling system recognises the device during the toll pass, the Hirer shall be liable for:

The applicable standard toll charge, and An administration fee of \$2.95 per toll to cover processing, reconciliation, and system maintenance.

Non-Tag Recognition or No Toll Tag:

In instances where:

The toll tag is not installed in the Vehicle,

The toll pass system fails to recognise the tag, or

The toll is captured by license plate image (video tolling),

The Hirer agrees to pay:

The applicable standard toll charge, and

An administration fee per toll ranging between \$2.00 and \$6.95, depending on the complexity of manually matching the toll event to the correct time, location, vehicle registration, and customer.

Non-Refundable and Non-Negotiable Charges:

All toll charges and applicable administration fees incurred during the rental period are strictly non-refundable and non-negotiable. These charges form part of the agreed rental terms and are automatically deducted from the credit/debit card on file.

Indemnity and No Liability:

The Hirer expressly waives any right to dispute, challenge, or reverse toll-related charges and administration fees under this Agreement. The Hirer further agrees to indemnify Simba Car Hire Pty Ltd, its affiliates, agents, and staff from any liability, loss, claim, or legal action resulting from toll use, administrative processing, or any associated costs.

Under no circumstances shall Simba Car Hire be held liable for toll events not processed in real time, or where toll data is received after the Hire Period

ends. The Hirer remains financially liable for such tolls and related fees once identified.

12.10 Vehicle Changeover Policy

12.10.1. The Hirer acknowledges and agrees that all Vehicles are inspected, serviced, and supplied in good working order and in accordance with the Manufacturer's Specifications at the commencement of hire.

12.10.2. Any allegation by the Hirer that the Vehicle is defective, not operating correctly, or otherwise unsuitable for use must be immediately reported to the Owner. The Owner will, at its sole discretion, determine whether an inspection is required and whether a changeover is warranted.

12.10.3. If, upon inspection, the Vehicle is found to be operating within the Manufacturer's Specifications and in proper working order, the Owner shall have no obligation to provide a replacement vehicle, refund, compensation, or termination of the rental agreement.

12.10.4. The Owner reserves the right, in its absolute discretion, to provide a changeover vehicle. Any such changeover may be subject to availability and may incur additional charges, including but not limited to, relocation fees, inspection fees, administrative fees, and daily rental rate adjustments.

12.10.5. The Hirer expressly acknowledges that minor operational characteristics or design features inherent to a Vehicle model, which do not constitute a mechanical defect, shall not give rise to any right of changeover, refund, compensation, or cancellation.

12.10.6. For the avoidance of doubt, the Owner shall not be liable for any alleged inconvenience, loss of enjoyment, or Consequential Loss arising from the Hirer's dissatisfaction with the Vehicle where no verified mechanical defect exists.

13. Return of Vehicle:

13.1. The Hirer must return the Vehicle to the Owner on the date, time and location specified in the Agreement and in the same condition as it was at the commencement of the Hire Period (reasonable wear and tear excepted).

13.2. On return of the Vehicle the Owner will carry out a post rental inspection. The Hirer must allow extra time after return of the Vehicle to complete such an inspection.

13.3. If a Security Bond has been paid it will be refunded to the Hirer after the return of the Vehicle provided that:

13.3.1. the Vehicle and all equipment and accessories have been returned;

13.3.2. all amounts payable under this Agreement have been paid;

13.3.3. there is no damage to the Vehicle;

13.3.4. the interior and exterior are clean; and

13.3.5. the Vehicle has been refuelled.

13.4. If any of the conditions stipulated above are not met, the Owner may retain the Security Bond until all payments have been paid and all damage, cleaning and other charges payable under this Agreement have been paid. In the event that the Hirer fails to make payment of such charges, the Security Bond will be applied towards these outstanding amounts and any remaining amount will be refunded to the Hirer. The Security Bond may also be used, in addition to the insurance excess, to cover any damage-related costs or associated fees (e.g., claim management, immobilisation, repair shortfalls), regardless of whether the Hirer is at fault or not, where the Owner has not been fully reimbursed by a third party or insurer.

13.5. If the Hirer does not return the Vehicle on the date and by the time shown on this Agreement (or any extended date or time agreed with the Owner in writing) or the Vehicle is returned damaged then:

13.5.1. After written notice to the Hirer, the Owner may report the Vehicle as stolen to the police; and

13.5.2. The Hirer must pay the Owner all Rental Charges (including additional Rental Charges) and compensate the Owner for any loss the Owner suffers (including all reasonable Costs the Owner incurs in recovering the Vehicle) up to the time that the Vehicle is recovered by the Owner.

13.6. If the Hirer has breached the Agreement and this breach of the Agreement has caused the downtime of the Vehicle, the Hirer will be liable to pay a per day loss of revenue fee based on the actual downtime of the Vehicle (or, where the actual downtime is not known, a reasonable estimate of that downtime). This amount will be in addition to the other fees and charges applicable to the late return of the Vehicle or as a result of any breach under the Agreement and is referred to as an "immobilisation fee".

13.7. No Refund for Unused Rental Days –

Once the rental has commenced, no refunds will be issued for any unused rental days, regardless of early return or change of plans by the Hirer. This applies even if the Vehicle is returned earlier than the scheduled return date.

13.8. Abandonment of Vehicle

If the Hirer abandons the Vehicle or fails to return it at the agreed time and location, the Owner reserves the right to treat the vehicle as unreturned, recover it at the Hirer's expense, and apply all applicable charges for towing, retrieval, administrative time, and immobilisation. In addition, the matter may be reported to authorities as vehicle theft.

14. Liability for Loss or Damage

14.1. The Hirer will be liable to compensate the Owner for any damage to or loss of the Vehicle, including hail or storm related damage, or theft of the Vehicle, during the Hire Period (except where any damage to or loss of the Vehicle results from the Owner's failure to properly maintain the Vehicle or is directly due to the negligence or wilful default of the Owner).

14.2. The Hirer is also liable for damage to third party property which is caused or contributed to by the Hirer or an Authorised Driver or any person the Hirer or the Authorised Driver allows to drive the Vehicle.

14.3. If, acting reasonably, the Owner accepts that the loss or damage was not the Hirer's fault, the Hirer will not be liable to compensate the Owner provided:

14.3.1. The Hirer is resident in Australia;

14.3.2. The Hirer provides the Owner with the following details of the Incident:

14.3.2.1. the name, residential address, contact phone and licence number of any person involved;

14.3.2.2. the registration numbers of all vehicles involved;

14.3.2.3. an accurate description of the Incident and the location;

14.3.2.4. the names of any attending police officers and the stations at which they are based;

14.3.2.5. the name of any insurer of any third party the Hirer believes was at fault; and

14.3.3. The Owner recovers the full amount of the loss or damage from the third party or the insurer of that third party, including but not limited to repair costs, immobilisation fees, administrative costs, and claim management fees.

14.3.4. If the amount recovered from the third-party or their insurer is less than the full cost incurred, the shortfall will be deducted from the Excess Amount or any Security Bond held. Only the remaining balance, if any, will be refunded to the Hirer.

14.4. Where the Hirer is required to pay the Owner, the amount the Hirer must pay for any loss, damage, repair, cost or fee:

14.4.1. may be reasonably determined by the Owner; and

14.4.2. 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 damage.

14A. Third-Party At-Fault or Partially At-Fault Incidents

14A.1. In the event of damage caused by a third party, the Hirer remains liable for the full Excess Amount at the time of return, pending acceptance of liability and reimbursement by the third-party insurer.

14A.2. Where a third-party accepts partial liability or disputes any claim components (e.g., immobilisation fees, admin fees and/or claim management fees), the Hirer is liable for any unrecovered portion.

14A.3. In no case shall the Owner be required to refund the full Excess or Security Bond unless full reimbursement has been received from the at-fault party's insurer. The Owner shall act reasonably and in good faith in seeking recovery.

14B. Hirer At-Fault Accidents

14B.1. Where the Hirer or an Authorised Driver is deemed at fault or where no third-party insurer accepts liability, the Hirer is liable for all losses up to the Excess Amount, plus any excluded damages, immobilisation costs, and administrative fees as per Clauses 14 and 15.

14B.2. The Owner may apply both the Security Bond and the Excess Amount to cover the total cost of damage, administrative charges, and loss of use.

14C. Non-Cooperation or Failure to Assist in Claims

14C.1. If the Hirer fails to assist or cooperate in the claims process (including by refusing to provide statements, documentation, or insurance details), the Owner reserves the right to treat the incident as if liability remains with the Hirer.

14C.2. Non-compliance with post-accident obligations, including failure to notify police or provide insurer details, will result in forfeiture of the Excess Waiver and any right to refund.

14D. Refund Hold During Investigations

14D.1. In the event of an Incident, accident, or damage—regardless of fault—the Owner reserves the right to withhold the refund of any Excess Amount, Security Bond, or other refundable fees until all relevant investigations are completed, including but not limited to insurer assessment, police reporting, third-party statements, and vehicle inspections. The Owner will act reasonably and in good faith but is not bound to any arbitrary timeframe for refund during such investigations.

14E. False or Incomplete Accident Reports

14E.1. If the Hirer provides misleading, incomplete, or false information in relation to an Incident, the Owner may treat the Excess Waiver or any damage coverage as void. The Hirer may be held liable for the full cost of damage, loss of income, and associated administrative and legal expenses.

14F. Recovery of Incidental and Ancillary Losses

14F.1. In addition to any repair or replacement costs, the Hirer is liable for reasonable incidental losses incurred by the Owner as a result of an Incident, including but not limited to: towing, storage, vehicle relocation, expert assessment fees, third-party claim investigation fees, and temporary replacement vehicle sourcing.

15. Loss Damage Waiver

15.1. Subject to clause 14, if the Hirer is liable to compensate the Owner, the Owner will waive that liability if:

15.1.1. the Hirer had accepted and paid for the Loss Damage Waiver option on the Rental Document (or it is included in the daily rate); and

15.1.2. the Hirer pays the Owner the Excess Amount for each separate event involving:

15.1.2.1. damage (including hail damage) to, or loss of, the Vehicle; and

15.1.2.2. damage which is caused by the Hirer or an Authorised Driver.

15.2. The waiver will not apply to:

15.2.1. Overhead Damage or Underbody Damage (including, without limitation, damage which occurs if the Hirer comes into contact with including, but not limited to, a bridge, a tunnel, a tree, or the roof or boom gate of a car park, or damage, including but not limited to, the exhaust systems, suspension and chassis caused by carelessly driving over gutters or kerbs or driving along poor quality roads at excessive speeds) which damage is not attributable to fair wear and tear;

15.2.2. The Hirer driving the Vehicle in a manner that results in 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 as a result of the Hirer driving the Vehicle through floods, creeks or rivers);

15.2.3. damage to the Vehicle caused by a breach of the terms and conditions;

15.2.4. damage to a tyre or an accessory not attributable to fair wear and tear that is caused deliberately or recklessly by the Hirer;

15.2.5. theft of the Vehicle, unless the Hirer reports the Vehicle as stolen to the police immediately on becoming aware of the theft and provides a copy of the police report to the Owner as soon as the Hirer receives it; or

15.2.6. loss or damage to the Hirer's property, the property of a member of the Hirer's immediate family or of a person related to the Hirer or a person residing at the Hirer's premises if that loss or damage is from a breach of this Agreement.

15.2.7. Damage to the Vehicle caused by exposure to water, including but not limited to the partial or full immersion of the Vehicle in water, submersion due to road flooding, storm surge, or failure to avoid flood-prone areas. This exclusion applies irrespective of whether the Hirer was aware of the flooding at the time of the incident. Any damage arising from such exposure is the sole responsibility of the Hirer and is not covered by the Loss Damage Waiver or any excess reduction product.

15.2.8. Negligent or Improper Use of Vehicle –

Damage resulting from negligent driving practices or improper use of the Vehicle, including but not limited to:

- Driving into or colliding with gates, walls, posts, barriers, or enclosed areas;
- Misjudging height or width clearance when entering or exiting car parks, garages, or drive-through structures;
- Damage caused by using the Vehicle in reverse without due caution;
- Damage to the vehicle's roof, panels, mirrors, or underbody due to operator error;
- Any damage that, in the reasonable opinion of the Owner, could have been avoided by prudent and responsible driving;

Such incidents are not covered under any excess waiver or damage protection plan, regardless of whether Premium Cover or any additional insurance has been purchased.

For the purposes of clauses 15.2, 17, any reference to the Hirer includes an Authorised Driver and any person the Hirer or an Authorised Driver allows to drive the Vehicle.

16. The Owner will refund the Hirer the Excess Amount where it receives payment in full for the relevant loss or damage to the Vehicle.

17. Termination of Hire

17.1. The Owner may terminate this Agreement, and without notice, repossess the Vehicle in the event of a breach by the Hirer of this Agreement.

17.2. If the Agreement is terminated:

17.2.1. the Hire Period shall be at an end and the Hirer must immediately return the Vehicle;

17.2.2. the Owner may take immediate possession of the Vehicle, and for this purpose the Hirer gives the Owner (and the Owner's employees, agents and servants) permission to access and enter the Hirer's premises to repossess the Vehicle; and

17.2.3. the Owner shall charge the Hirer, and the Hirer must pay, all amounts due under this Agreement and all reasonable Costs incurred or paid by the Owner to recover such amounts.

17.3. For the avoidance of doubt, termination of the Agreement will not affect:

17.3.1. the Hirer's payment obligations under this Agreement (including in relation to any tax invoices issued by the Owner after termination); and

17.3.2. the rights and/or obligations pursuant to the Agreement which are expressed to survive (or which by their nature are intended to survive) termination of the Agreement.

17.3.3. In the event of non-payment for any outstanding charges, damages, excess amounts, or fees incurred under this agreement, Simba Car Hire reserves the right to engage a third-party credit management agency, Marshal Freeman Collections, to recover the outstanding amounts. All costs associated with debt recovery, including collection agency fees, legal expenses, and administrative costs, will be added to the hirer's outstanding balance.

17.4. Cancellation Restriction After Incident

17.4.1. The Hirer may not cancel or request a refund for the remaining rental period once an Incident or damage has occurred. The Owner is under no obligation to supply a replacement vehicle or refund any unused days, except at its sole discretion.

18. Limits of Liability

18.1. To the extent permitted by law, the Owner is not liable for any injury or death to any person or loss or damage to property arising from the use of the Vehicle during the Hire Period.

18.2. Whether or not the provisions of the Competition and Consumer Act 2010 (Cth) or any law to a similar effect applies, the Owner's liability for anything in relation to this Agreement and the Vehicle and its use, including damage or economic loss to anyone, is limited in the Owner's discretion to any one or more of the following:

18.2.1. replacing the Vehicle with the same or an equivalent Vehicle, or paying the cost of such replacement for the remainder of the Hire Period; or

18.2.2. repairing the Vehicle or paying for its repair.

18.3. To the extent permitted by law, the Owner shall have no liability to the Hirer for any Consequential Loss arising out of or in connection with the Agreement, including any breach by the Owner of the Agreement, whether under statute, contract, tort (including negligence), equity or otherwise.

19. Cleaning

19.1. If the Vehicle is returned in an excessively dirty condition that, in the Owner's reasonable view, requires extraordinary cleaning or deodorising (including any professional cleaning or smoke extraction), the Hirer is liable for the full cost of this cleaning or repair, and a reasonable administrative fee reflecting the cost of making arrangements for professional cleaning or deodorising.

20. Fuel

20.1. The Hirer is responsible for the cost of fuel used during the hire.

20.2. In the event that the Vehicle is returned with less than a full tank a refuelling surcharge applies.

20.3. The Hirer is liable for the cost to refuel the Vehicle and the refuelling surcharge. For the purposes of this clause, the fuel level of the Vehicle at the time the Hirer returns it to the Owner is determined by visual inspection by the Owner of the Vehicle's fuel gauge.

21. GST

21.1. Unless expressly stated to be inclusive of GST, all fees and amounts expressed or described in this Agreement are GST exclusive amounts.

21.2. If any GST (within the meaning of the A New Tax System (Goods and Services Tax) Act 1999 as amended from time to time, "GST") is payable by the Owner in respect of the supply of any goods, services, or any other things, to the Hirer, then those fees or other amount expressed or described in this Agreement ("Original Amount") is to be increased so that the Owner receives an amount ("Increased Amount") which, after subtracting the GST liability on that Increased Amount, results in the Owner retaining the Original Amount after payment of that GST liability.

21.3. If the Hirer is obliged to reimburse the Owner for all or any part of any expense, the amount which the Hirer must reimburse is limited to the amount paid or payable by us in respect of that expense less the corresponding proportionate amount of any input tax credit claimable by the Owner in respect of that expense, plus any adjustment to that amount under clause 20.2.

21.4. The Owner will do all things reasonably available to it to assist the Hirer to claim on a timely basis any input tax credits (if any) the Hirer may be entitled to claim for any acquisition of goods, services, or any other thing, from the Hirer. This includes the Owner maintaining its registered status for GST purposes, and issuing tax invoices for supplies made under this Agreement on a timely basis as reasonably requested by the Hirer.

22. Refund Policy – *only applicable to direct Simba Car Hire reservations. Third party bookings policy applies.*

22.1 Before Hire Commencement, the Hirer is entitled to a full refund if the booking is cancelled prior to the scheduled pick-up time.

22.2 If a deposit has been taken, then the following will apply;

22.2.1 Cancellation up to scheduled collection time, FULL REFUND

22.2.2 Cancellation after the scheduled collection time, NO REFUND

22.2.3 The only exception is that within 22.2.2, a full or partial refund may be granted solely at the branch's discretion but only in the event of "extenuating circumstances or on compassionate grounds".

22.3 Cancellation advice must be received by us in writing (includes emails and the "Manage Booking" portal). A response will be sent to you confirming the cancellation of the hire and where applicable details of any charges made under this policy.

22.4 In the event of a "No-Show", following a confirmed booking being made, the full hire cost is payable by the Hirer.

22.5 After the hire has commenced, the following also applies and is to be read in conjunction with the Terms and Conditions of the Hire and detailed below:

22.5.1 In the event of an accident, there is no obligation to either supply another vehicle or provide a refund for the balance of the hire term. Providing a replacement vehicle is at the branch's discretion, but if the accident is not the hirers or nominated drivers fault, then we may provide a replacement (subject to bookings).

23. General

23.1. The Owner may at any time assign or otherwise deal with any or all of its rights under this Agreement. The Hirer must not assign any of the Hirer's rights under this Agreement without the Owner's prior written consent.

23.2. No variation of this Agreement shall be effective unless it is in writing and signed by the Owner and the Hirer.

23.3. A waiver of any provision or breach of this Agreement shall not be effective unless expressly waived in writing signed by the affected party. Not exercising, or a delay in exercising, a right is not a waiver of that right.

23.4. The rights provided under this Agreement are cumulative and not exclusive of any rights provided by law.

23.5. This Agreement supersedes all prior representations, arrangements, understandings and agreements between you and us and represents the entire complete and exclusive understanding and agreement between the Owner and the Hirer relating to the subject matter of this Agreement.

23.6. If any provision of this Agreement is not enforceable in accordance with its terms, other provisions, which are self-sustaining are, and continue to be, enforceable in accordance with their terms. If any part of this Agreement is invalid or unenforceable, that part is deleted and the remainder of the Agreement remains effective.

23.7. This Agreement shall be governed by and construed in accordance with the laws of the State or Territory in which the vehicle is collected, as well as the laws of the Commonwealth of Australia. The Owner and the Hirer submit to the non-exclusive jurisdiction of the courts of that State or Territory and any courts competent to hear appeals from them.

23.8. Binding Nature of Latest Terms

By proceeding with the booking, paying any rental fee, or collecting the vehicle, the Hirer confirms that they have read, understood, and accepted the latest version of the Simba Car Hire Rental Agreement, including any digitally issued updates or addenda.

SIGN BELOW