# Rent Wize Cars Rental Agreement

This document forms an agreement (the **Rental Agreement**) **between** You (the **Customer**) and Chazac Pty Ltd trading as **Rent Wize Cars**.

After You have read this document carefully, sign it. We will keep the original and give You a copy.

This Rental Agreement is made up of the following Parts and Schedules:


| | |
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| **Part 1 - Rental Agreement Particulars** | Page 2 |
| **Part 2 - Rental Agreement Terms and Conditions** | Pages 3 to 12 |
| **Part 3 - Special Conditions of Your Rental Agreement** | Page 13 |


## Schedules

**1. Credit Card Confirmation**

**2. Repair and Maintenance Responsibility**

**3. Fair Wear and Tear**

**4. Direct Debit Request Service Agreement**

## Attachments

**Rent Wize Cars Information Statement**

**Monitor Device Agreement with Rent Wize Cars**



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# Part 1 – Rental Particulars

**Item 1 - Rent Wize Cars Details**

Chazac Pty Ltd ACN 107 977 346 trading as Rent Wize Cars of 49 Woodlands Terrace Edwardstown SA 5039 as trustee of the RTB Trust

Telephone: 0402 556 005

Email address: rent@rentwizecars.com.au

**Item 2 - Customer Details**

Name : Frances Alcomendras

Licence Number : EN0785

Date of Birth : 20/12/1999

Address : 12 Padilla Street

Suburb : Paralowie

Postcode : 5108

Telephone : 0421 450 500

Mobile : 0421 450 500

Email : mayalcomendras34@gmail.com

**(if two persons)**

Name : Juan Miguel Mangilin Magsino

Licence Number : FR6100

Date of Birth : 27/07/1995

Address : 12 Padilla Street

Suburb : Paralowie

Postcode : 5108

Telephone :

Mobile : 0409 980 296

Email : juanmiguelmagsino@gmail.com

**Item 3 - Rental amount and Set-Up Fee**

(a) Contract Set-Up Fee: $ 990 payable immediately

(b) * Weekly Rent Amount : $ 159 payable in advance

(c) Commencement Date: 14/11/2023 which will be the day of Delivery of the Vehicle to You.

**Item 4 - Motor Vehicle Details**

a. Make : Mitsubishi

b. Model : Outlander

c. Type : Wagon

d. Year : 2012

d. Colour : Silver

e. Registration Number : S027BFN

f. Engine Number : KB18234B12

g. Chassis Number : JMFXTCW5WCU005250

h. Kilometers Out : 0



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# Part 2 – Rental Agreement Terms and Conditions

**1. Definitions**

In these Rental Agreement Conditions unless the context otherwise stated:

a) **'Authorised Driver'** means You, being a customer(s) listed in Part 1 of this Agreement, and where You hold a current valid Australian drivers licence that is not subject to suspension.

b) **'Accident'** means an unintended or unforeseen incident including:

(i) a collision between the Vehicle and another vehicle or object, including animals; or

(ii) rollovers; or

(iii) a weather event , including hail Damage

that results in Damage or Third Party Loss

c) **'Business Day'** means a day other than a Saturday, Sunday or public holiday;

d) **'Commencement Date'** means the date of Delivery of the Vehicle to You, the Customer;

e) **'Customer'** means those person(s) set out in Item 2 of this Agreement;

f) **'Damage'** means any loss of or damage to the Vehicle or any accessory fitted to it (including the Monitoring Device) that is not Fair Wear and Tear, and towing and salvage costs and assessing fees;

g) **'Accident Cover'** means as set out in clause 13 below;

h) **'Delivery'** has the meaning provided in clause 4;

i) **'Fair Wear and Tear'** means normal deterioration of the vehicle caused by ordinary and reasonable use during the time used within the guidelines set out in Schedule 3;

j) **'GST'** has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

k) **'Major Breach'** of this Rental Agreement means any of the breaches listed in clause 8.2 that entitles Rent Wize Cars to terminate this Rental Agreement with immediate effect

l) **'Monitoring Device'** means the monitoring device fitted to the Vehicle by Rent Wize Cars;

m) **'Off Road'** means any area that is neither a sealed or unsealed road and includes but is not limited to unformed roads, fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, rivers, flood waters, sand, deserts, rocks, fields and paddocks;

n) **'Overhead Damage'** means Damage at or above the level of the top of the front windscreen of the Vehicle or Third Party Loss caused by:

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

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

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

o) **'PPSA'** means the Personal Property Securities Act 2009 (Cth);

p) **'PPSR'** means the Personal Properties Securities Register;

q) **'Rent'** means that amount payable weekly or fortnightly set out in Item 3 (b) of Part 1 for rental of the Vehicle;

r) **'Rental Agreement'** means this agreement between Rent Wize Cars and You the Customer for the rental of the Vehicle which includes this agreement and all Schedules to it;

s) **'Rental Charges'** mean those costs payable by You in addition to Rent as set out in clause 5.5 below;

t) **‘Third Party Loss’** means loss or damage to third party property including other vehicles and any claim for third party loss of income;

u) **‘Underbody Damage’** means any damage to the Vehicle caused by or resulting from contact between the underside of the Vehicle and any part of the roadway or any object or obstruction, including kerbs, gutters, speed or road humps, barriers or wheel stops and does not arise as a result of an impact with another vehicle;

v) **‘Vehicle’** means that vehicle as described in Item 4 of Part 1 above and all accessories to it, including the Monitoring Device;

w) **‘Vehicle’** means the Vehicle as described in Part 1 of this Agreement;

x) **‘You’** or **‘Your’** means you the Customer, and if more than one in a joint and several capacity.

**2. Interpretation**

In the interpretation of this agreement:

a) This agreement is governed by the laws of state in which this Rental Agreement is entered into between the parties and the parties submit to the non-exclusive jurisdiction of the courts of that state.

b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders.

c) Grammatical forms of defined words or phrases have corresponding meanings.

d) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day.

e) a reference to a clause, paragraph, Schedule, part or annexure is a reference to a clause or paragraph or part or Schedule or annexure to this Agreement and a reference to this Agreement includes any Schedules and annexures attached to this Agreement.

f) each clause in this Agreement is not, except where expressly provided, limited in meaning or effect by any other clause in this Agreement.

**3. Agreements**

3.1. There is no obligation on Rent Wize Cars to deliver the Vehicle to you until such time as You have executed a Vehicle Monitor Agreement and Direct Debit Agreement in the form required by Rent Wize Cars and obtained Accident Cover approved by Rent Wize Cars.

3.2. This Rental Agreement and its Schedules, the Vehicle Monitor Agreement and Direct Debit Agreement will comprise the whole of and all the agreements as between You and Rent Wize Cars. No modification of or variation of these agreements can be made unless they are recorded in writing between You and Rent Wize Cars.

**4. Vehicle Delivery and Return**

4.1. You are responsible for the collection of the Vehicle and return of the Vehicle to Rent Wize Cars at the end of it’s rental, except where prior alternate arrangements are made with Rent Wize Cars.

4.2. Delivery of the Vehicle to you is deemed to have taken place when You receive the Vehicle keys and take the Vehicle from the business premises of Rent Wize Cars.

**5. Rent and Rental Charges**

5.1. You must pay Rent Wize Cars Rent for the Vehicle from the Commencement Date. Rent is payable in advance.

5.2. You must pay all Rental Charges in addition to the Rent. Rental Charges are those costs, fees and expenses as set out in clause 5.5 below.

5.3. You must pay the Contract Set-Up Fee set out in Item 3 (a) of Part 1 in addition to the first Rental payment amount to cover all office and administration costs associated with setting up the rental arrangements.

5.4. You agree and consent to the following as to Rent and Rental Charges:

a) the Rent and Rental Charges will be deducted from your nominated credit card or bank account. You consent to and request the direct debit of such payments due to Rent Wize Cars from that nominated credit card or bank account (the **Direct Debit Request**) under the Direct Debit Request Services Agreement with Rent Wize Cars in Schedule 4. You agree to Rent Wize Cars appointing direct debit agents and collection companies for processing of the direct debit payments from You to Us (**Direct Debit Agents**) and in the absence of disadvantage to You the changing of those Direct Debit Agents on 14 days prior notice to You.

b) Rent for the Vehicle is payable until the Vehicle is returned to Rent Wize Cars place of business and accepted by Rent Wize Cars or its nominated agent appointed in writing.

c) Rent and Rental Charge payments MUST be made on time when due and if You do not pay them when due Rent Wize Cars may terminate this Agreement and/or immobilise the Vehicle pursuant to clauses 8.3 and 9.2. below.

d) if You make any payments that are dishonoured:

(i) Rent Wize Cars will charge you a dishonour processing fee as well as recouping any dishonour fee charged to it; and

(ii) Rent Wize Cars may immobilise your Vehicle under clause 9.2 below until You pay the Rent and the consequent Rental Charge under clause 5.5 (c) below.

5.5. You acknowledge and agree that the following charges arising from each event set out below are **Rental Charges** that are payable to Rent Wize Cars by You and will be paid by direct debit from your credit card or nominated bank account in addition to the Rent. You hereby authorise Rent Wize Cars to deduct from your credit card or nominated bank account under the Direct Debit Request Services Agreement all of the following charges should any of them be incurred.

| | Event | Charge |
|---|---|---|
| (a) | Traffic infringements, parking fines, road toll infringement notices and all other such like notices received by Rent Wize Cars as registered owner of the Vehicle | $65 per event processed |
| (b) | You fail to pay the insurance excess as required under clause 13.1 and we pay the excess. | The amount of the excess plus a processing cost of $65 per event |
| (c) | A payment is dishonoured | The amount of the dishonour fee charged by the financial institution and our processing fee of $30.00 |
| (d) | Impounding fees, towage fees, and court costs arising out of seizure of the vehicle through misuse or abandonment of the Vehicle by You or another Authorised driver. | The amount of each and all such fees and costs |
| (e) | Towage fees, impounding fees, recovery agents fees court costs and all other fees and expenses arising out of a termination of this Rental Agreement and a failure by You to return the Vehicle such that we have to retrieve it. | The amount of each and all such fees and costs |
| (f) | The cost of repairing Damage to the Vehicle, or value of it on loss of the Vehicle as you may be responsible for under this Rental Agreement. | The amount of such repair cost or loss. |
| (g) | Resetting the Vehicle for use after immobilisation of the Vehicle. | $25 administration costs on each event |
| (h) | The cost of mechanical repairs to the vehicle arising out of misuse or interference with it. | The cost of repairs |
| (i) | Unpaid repair costs that are your responsibility under clause 18.1, or cleaning costs under clause 7.1 e) | Unpaid repair costs, or cleaning costs |
| (j) | Any variation in payment terms as requested by you and agreed by us | $10.00 per change |



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5.6. Rent Wize Cars will deliver to You to your nominated email address copies of all accounts and notices relating to (a) (d) (e) (f) and (i) in clause 5.5 above and will not deduct from your credit card or nominated bank account by direct debit those monies for a period of 5 days from the time the email has been sent to that email address. As to (b), (h) and (j) in clause 5.5 above Rent Wize Cars will advise you by that email address when the deduction has taken place within 72 hours of applying the deduction against your credit card.

5.6. You may pay any Rental Charge by Electronic Funds Transfer on written request to Rent Wize Cars.

**6. Risk as to Vehicle**

6.1. The Vehicle is at your risk from Delivery to You and before return by You.

6.2. Receipt of the Vehicle by Rent Wize Cars's staff upon return of the Vehicle does not release You from responsibility for Damage to the Vehicle under this Rental Agreement.

**7. You Terminating the Rental Agreement**

7.1. You may return the Vehicle at any time to terminate the Rental Agreement. If you terminate the Rental Agreemen

a) You must return the Vehicle at Your expense to Rent Wize Cars's place of business cleaned inside and out and in the same condition as it was when received by You, subject to Fair Wear and Tear.

b) no refunds apply.

c) any outstanding payments must be paid up to date on return of the Vehicle.

d) any Damage to the Vehicle, beyond Fair Wear and Tear, is your responsibility and you are liable to compensate Rent Wize Cars for the same to the extent You or another person driving with your consent was the cause of the Damage HOWEVER **the whole of the Damage is your responsibility where:**

(i) the Damage would have been claimable on any commonly offered comprehensive Accident Cover insurance policy but You failed to insure against property loss and damage as required under clause 13 below or You had Accident Cover but failed to make a claim or valid claim; or

(ii) Your actions or the actions of the person driving the Vehicle with your consent voided a policy of insurance that insured such Damage.

e) and the Vehicle is not returned cleaned the cost of cleaning will be at Your cost.

f) Rent and Rental Charges and any other costs, charges and expenses payable by You under this Rental Agreement that have not been paid to Rent Wize Cars remain a debt payable to Rent Wize Cars and any other outstanding obligations owed to Rent Wize Cars by You remain and survive termination.

g) any money paid in advance under this Rental Agreement will be refunded to You less any outstanding money owed by You to Rent Wize Cars.

NOTE: Returning the keys of the Vehicle alone is not returning the Vehicle.

7.2. If the Vehicle is returned within 7 days from Delivery, the Set-Up Fee will be refunded less a flat Rent of $50.00 per day. Refunds will be processed within 7 days of receipt and paid into the bank account that You nominate. No cash refunds are available.

**8. Use of the Vehicle**

8.1. You must:

a) not use the Vehicle for any purpose other than for personal use;

b) not lend, sell or otherWize dispose of, or encumber the Vehicle;

c) take all reasonable precautions to avoid loss of or damage to the Vehicle;

d) advise Rent Wize Cars of any damage to the Vehicle, within 24 hours of discovery of such damage and provide in seven (7) days a full written report of the circumstances of the loss or damage and furnish Rent Wize Cars with any particulars or evidence as may reasonably be required by Rent Wize Cars or Rent Wize Cars's insurer;

e) not take the Vehicle more than 250km's from the Adelaide General Post Office without the prior written consent of Rent Wize Cars;

f) not permanently garage the Vehicle outside of Greater Adelaide;

g) pay to Rent Wize Cars the cost of repairing any Damage not included within Accident Cover under clause 13 to the extent You or any person driving the Vehicle with Your consent was the cause of the Damage;

h) pay to Rent Wize Cars all Rent and Rental Charges when due;

i) supply appropriate Toll Tags for use with the Vehicle when needed;

j) not tamper in any way with the Monitoring Device;

k) not tamper with, modify or disassemble any part of the Vehicle or any of its accessories, nor remove any accessories without the prior written consent of Rent Wize Cars;

l) maintain the Vehicle in a satisfactory serviceable and safe condition by attending to Your obligations as set out in clause 16.1;

m) allow Rent Wize Cars access to the Vehicle to conduct a condition check, upon Rent Wize Cars providing You with reasonable notice of their intention to do so, reasonable notice being not less than five days;

n) not cancel the Direct Debit with Your bank without providing Rent Wize Cars with 7 days written notice of Your intention to do so, nor without entering into a replacement Direct Debit Agreement with Rent Wize Cars;

o) not use the Vehicle when the Vehicle is rendered unsafe to drive or unusable;

p) not attempt to or arrange for the repair of any damage to the Vehicle without the consent of Rent Wize Cars first obtained and given in writing;

q) if the Vehicle is stolen immediately notify Rent Wize Cars and the Police and assist in the recovery of it;

r) not use or allow any driver to use it for any illegal activity or any activity that causes the Vehicle to be impounded or subject to destruction;

s) not permit anyone other than an Authorised Driver, Rent Wize Cars or motor vehicle repair and service providers approved by Rent Wize Cars, to have possession of the Vehicle;

t) in 7 days from request return the vehicle to Rent Wize Cars or its service agent when required for servicing and collect the vehicle at the conclusion of it being serviced;

u) on request return the Vehicle if Rent Wize Cars has a safety concern;

v) not use the Vehicle contrary to the restrictions listed in clause 8.4 below;

w) pay for Vehicle repairs where it is Your responsibility under Clause 18.1;

x) maintain Accident Cover as required by clause 13; and

y) otherWize comply with this Rental Agreement in all its parts.

**Immediate Termination – Major Breach**

8.2. **Where You do not comply with any of Your obligations in any of sub-clauses (a), (b), (f), (j), (k), (l), (m), (n), (o), (q), (r), (s), (t), (u), (v) and (x) of clause 8.1 above Rent Wize Cars may immediately terminate this Rental Agreement in accordance with clause 9.1, OR immobolise the Vehicle until such time as You remedy any failure to comply with Your obligations where it is possible and you can do so, in which case the provisions of clause 9.2 will apply.**

**Notice to Comply**

8.3. In the alternative to 8.2, and for all other obligations referred to in clause 8.1 that are not listed in clause 8.2 above (but for any non-payment of Rent due), Rent Wize Cars may apply the provisions of clause 9.2 if You do not comply with Your outstanding obligations in four (4) days of having received a notice to do so from Rent Wize Cars. If the obligation is as to payment of Rent due and that is not paid in full in two (2) days of receiving a notice from Rent Wize Cars to do so Rent Wize Cars may apply the provisions of clause 9.2 **which includes immobilisation and subsequent termination if Rent continues to remain unpaid**.

**Restrictions on Vehicle Use**

8.4. You must not use the Vehicle

a) on an unsealed road that is designated for four-wheel drive vehicles only

b) off road.

c) on roads that are prone to be flooded or are flooded.

d) on or in beaches, streams, rivers, dams, and floodwaters.

e) on any road that is closed.

f) on any road that has been subject to a police or warning by other authority.

g) on any island that is off mainland Australia.

**9. Termination by Rent Wize Cars**

9.1. Where You do not comply with your obligations under this Rental Agreement as set out in clauses 8.2 and 8.4 above Rent Wize Cars may in its absolute discretion:

9.1.1 terminate this Agreement with immediate effect and:

a) immobilise Vehicle; and

b) collect the Vehicle from wherever it may be situated.

9.1.2 perform on Your behalf any one or more of Your obligations under this Rental Agreement and recover the costs and expense of so doing from You.

9.2. In the alternative to 9.1 Rent Wize Cars may immobilise the Vehicle until such time as You comply with your obligations under this Agreement if You can do so. If You do not comply in seven days of immobilisation, or such further time allowed as is reasonable in the circumstances, then Rent Wize Cars may terminate this Rental Agreement and the provisions of sub-clauses 9.1.1 and 9.1.2 will apply.

9.3. Rent Wize Cars may exercise its rights under this clause 9 notwithstanding any prior omission, neglect, delay or waiver of the right to do so.

9.4. If You fail to return the Vehicle at the request of Rent Wize Cars on termination You are liable for additional Rent at the full rate for each week or fortnight, or pro rata per day until the Vehicle is returned.

9.5. If this Rental Agreement is terminated any Rent, Rental Charges and any other costs, charges and expenses payable by You under this Rental Agreement that have not been paid to Rent Wize Cars remains a debt payable to Rent Wize Cars by You and any other outstanding obligations owed to Rent Wize Cars by You remain and survive termination.

**10. Inspection & Recovery on Your Premises**

10.1. You agree and acknowledge that Rent Wize Cars or it's agent may enter any premises where the Vehicle is placed to remove or inspect the Vehicle as may be allowed under this Rental Agreement.

**11. Rent During Servicing and Repair of Vehicle**

11.1. The Rent for the Vehicle during the period of any normal servicing of the Vehicle continues.

11.2. If damage to the Vehicle needs to be repaired as a consequence of any event where You or any other Authorised Driver were not primarily at fault the Rent will not be charged during the time it is repaired on a pro-rata basis to the number of days it is being repaired and not available to You unless a loan car is made available to You. In all other circumstances the Rent for the Vehicle will continue.

11.3. Rent Wize Cars will repair and service the Vehicle to the extent and up to the amount set out in Items 1 and 2 of Schedule 2.

11.4. You must on request deliver the vehicle to Rent Wize Cars or its nominated service agent to enable servicing by Rent Wize Cars to take place, and at the conclusion of servicing collect the Vehicle.

**12. Drivers**

12.1. You agree and acknowledge that only You or an Authorised Driver will drive the Vehicle.

12.2. You are responsible for the acts and omissions of an Authorised Driver or any other person You allow to drive the Vehicle.

13.3. You will not, nor allow any other person, to drive the Vehicle where

a) there are prohibited drugs in the driver's body; or

b) the driver has in his/her blood above the prescribed percentage of alcohol under law; or

c) the driver is under the influence of drugs or alcohol.

12.4. You agree and acknowledge that

a) allowing other than an Authorised person to drive vehicle; or

b) You or any other person driving the Vehicle with your consent while having prohibited drugs in the body or driving while having in the blood above the prescribed percentage of alcohol; or

c) You or any other person driving the Vehicle with your consent while under the influence of drugs or alcohol; or

d) You or any other person driving the Vehicle with your consent recklessly or dangerously in gross contravention of traffic laws; or

e) You breaching of any of the clauses referred to in clause 8.2 that give rise to a right of immediate termination by Rent Wize Cars; or

f) You breaching any of the restrictions in clause 8.4; or

g) You failing to take reasonable steps to ensure the safety of the Vehicle.

may void any Accident Cover in respect to the Vehicle in which event **You will be personally responsible to Rent Wize Cars for all Damage and must pay to it on demand all loss and expense it suffers by reason of any Damage so arising**.

**13. Accident Cover (Property Insurance)**

13.1. You must obtain comprehensive property loss and damage insurance in respect to the Vehicle recording the interest of Rent Wize Cars in the Vehicle so on an Accident occurring either Rent Wize Cars will be compensated to an amount equal to the value of the Vehicle if the cost to repair exceeds the value of the Vehicle (ie an "insurance write off" ) or the Vehicle will be repaired if damaged , and further that You, other Authorised Drivers and Rent Wize Cars are insured against Third Party Loss arising from any Accident ( together referred to as "**Accident Cover**"). Delivery of the Vehicle will not take place if You have not arranged Accident Cover under this clause 13.1 and You must:

a) not drive the Vehicle until You have arranged the Accident Cover;

b) ensure the Accident Cover is renewed each year;

c) deliver a copy of the certificate of insurance to Rent Wize Cars prior to delivery of the Vehicle;

d) deliver to Rent Wize Cars a certificate on insurance currency each year on the anniversary of taking Delivery, and otherWize in 48 hours of request.

e) comply with the terms of any contract of insurance entered into with an insurer;

f) not use of the Vehicle in such manner that the Accident Cover is voided;

g) comply with the terms of the contract of insurance of Accident Cover as to actions to take in the event of theft or an Accident; and

h) pay any excess required by the insurer of the Vehicle in the event of Damage or theft of the Vehicle or Third Party Loss.

**14. Accident Cover Exclusion or Refusal**

14.1. In any circumstance where the Accident Cover insurance:

a) is voided for any reason; or

b) is refused because of Your actions and/or the actions of another person driving the Vehicle with Your consent; or

c) does not apply or is refused because of the nature of the Damage (for example Overhead Damage or Underbody Damage); or

d) was not maintained by You as required by clause 13

then You will be liable to Rent Wize Cars for the cost of repairing Damage, or if the Vehicle is (or would have been had there been insurance in place) an “insurance write off” the loss of the value of the Vehicle, to the extent Your actions or that of another driving the Vehicle with Your consent caused that cost or loss. On such a liability arising Rent Wize Cars will be entitled to withdraw an amount equal to that cost from Your provided credit card or nominated bank account. Rent Wize Cars will provide to You full detail of that cost or loss with supporting materials at the time of doing so.

**15. Vehicle Repair and Maintenance - Rent Wize Cars**

15.1. Rent Wize Cars is only responsible for those repairs and service items of the Vehicle to the extent set out in Items 1 and 2 of Schedule 2. **You are responsible for the balance of the Vehicle maintenance and repair costs.**

**16. General Vehicle Care**

16.1. You and any Authorised Driver must take reasonable care of the Vehicle by:

a) taking all reasonable steps to prevent it from being damaged;

b) maintaining the engine and brake oils and coolant level and tyre pressures and checking these no less than on a weekly basis;

c) using the correct fuel type; and

d) making sure it is not overloaded.

**17. Urgent Repair On Fault In Vehicle**

17.1. If the Vehicle develops a fault during the Rental and repair is required:

a) You must inform Rent Wize Cars immediately and not drive the Vehicle unless Rent Wize Cars have authorised You to do so. You must not let anyone else repair or work on the Vehicle or towing or salvage of it without the prior written authority of Rent Wize Cars; and

b) where Rent Wize Cars have given You our prior authority to repair the Vehicle You must keep and produce to Rent Wize Cars the original tax invoices and receipts for any repairs, towing or salvage. Subject to the below You will be reimbursed only if these expenses have been authorised by Rent Wize Cars. Any entitlement to reimbursement is subject to there being no Major Breach of the Rental Contract that has caused or contributed substantially to the Damage and it being within Rent Wize Cars responsibility under Item 1 of Schedule 2 in this Rental Agreement.

**18. Ongoing Repairs and Maintenance – Your Responsibility**

18.1. Unless there is an enforceable statutory warranty or guarantee such that the repair is the responsibility of another person You are responsible for the balance of the cost of all repairs or servicing that is not covered by Rent Wize Cars under Items 1 and 2 of Schedule 2, as set out in Item 3 of Schedule 2;

**19. Accidents**

19.1. If You or an Authorised Driver has an Accident You and the Authorised Driver must, in addition to taking such steps as required under the Accident Cover contract of insurance:

a) exchange names and addresses and telephone numbers with the other driver;

b) take the registration numbers of all vehicles involved;

c) take as many photos as is reasonable showing:

(i) the position of the Vehicles before they are moved for towing or salvage;

(ii) the Damage to the Vehicle;

(iii) the damage to any third party vehicle or property; and

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

d) obtain the names, addresses and phone numbers of all witnesses;

e) not make any admission of fault or promised to pay the other party's claim or release the other party from any liability;

f) forward all third party correspondence or court documents to Rent Wize Cars within 7 days of receipt; and

g) co-operate with Rent Wize Cars in the prosecution of any legal proceedings that it may institute or defence of any legal proceedings which may be instituted against You or Rent Wize Cars as a result of an Accident, including attending it's lawyer's office or any Court hearing.

**20. Your Personal Goods**

20.1. If any Vehicle is returned to Rent Wize Cars at the end of the Rental Period still containing any of Your personal goods, Rent Wize Cars will notify You immediately.

20.2. Rent Wize Cars has no obligation or liability for taking, or failing to take, any action with respect to such personal goods, including, maintaining or safeguarding such goods or delivering them to You.

20.3. You are solely responsible for collection of Your personal goods. Rent Wize Cars has no liability whether direct, indirect, consequential or otherWize, for any loss or damage which may occur to Your personal goods if they remain in the Vehicle or at the premises of Rent Wize Cars after You have been notified.

**21. Disputes – Rental and Rental Charges**

21.1. You must check all Rent and Rental Charges deducted from Your account under direct debit. Any disputes in relation to those must be communicated to Rent Wize Cars in writing within 30 days of the date they were charged to You.

**22. Addresses for Notices**

22.1. In this clause 'notice' includes a demand, request, consent, approval, offer and any other communication made, required or authorised to be given under a provision of this Rental Agreement.

22.2. You and Rent Wize Cars must give any notice to the other under this Rental Agreement in writing and sent or delivered to the address set out above in Part 1 of this Rental Agreement, or any alternate address as varied by notice to the other.

22.3. Notices sent in electronic form by email to that person's email address will be taken as received at the first day on which it could have been read by the addressee and may be given by Rent Wize Cars to You through its solicitors.

22.4. A text message may be sent to the nominated phone number of Rent Wize Cars set out in Part 1 of this Agreement where Rent Wize Cars has on Your request communicated or advised in text to You that such is acceptable to Rent Wize Cars. In that event both parties may communicate by text to the other.

22.5. Notices sent by post will be considered delivered 3 Business Days after the date the notice is posted if it is posted in the same State in which the addressee resides, otherWize it will be 6 business days from the date of posting.

22.6. You must notify Rent Wize Cars of any changes in address, email and phone numbers within 7 days of the change.

**23. Joint and Several Liability and Releases**

23.1. If there is more than one Customer each of You are jointly and severally liable and responsible to Rent Wize Cars for every obligation, undertaking and indemnity entered into with or given to it under this Rental Agreement.

23.2. If there is more than one Customer a release given to one Customer does not release the other, and the granting of time or another indulgence to one will not release the other of its obligations under this Rental Agreement

**24. Title and Personal Property Securities Law**

24.1. You acknowledge and agree that nothing in this Rental Agreement is to be construed as conveying to You any right, title or interest, other than a temporary rental interest in the Vehicle

24.2. You acknowledge and agree that:

a) by entering this Rental Agreement, You will be granting a security interest in the Vehicle (and any proceeds of it) to Rent Wize Cars, and that this Rental Agreement constitutes a security agreement under the PPSA;

b) any Security Interest arising under this Rental Agreement attaches to the Vehicle when You obtain possession of the Vehicle and not at any other time; and

c) Rent Wize Cars will protect its Security Interest by lodging a financing statement or other required notification on the PPSA register.

24.3. Rent Wize Cars does not need to give You any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and that requirement cannot be excluded.

24.4. You must do anything reasonably required by Rent Wize Cars to enable Rent Wize Cars to register its Security Interest, with the priority it requires, and to maintain the registration.

24.5. In this clause 24 the following terms have their respective meanings as given in the PPSA – financing statement, interested person, register, proceeds, security agreement and security agreement.

**25. Vehicle Deterioration Beyond Safe Use**

25.1. If the Vehicle has because of its age, prior use and general condition become unsafe or so unreliable to be unsafe in its operation, or in the reasonably held belief of Rent Wize Cars is likely to be unsafe and unreliable to that extent, then this Rental Agreement will be deemed as frustrated, and Rent Wize Cars may either:

a) terminate this Rental Agreement and require return of the Vehicle and offer a substitute vehicle under a new rental agreement; or

b) take back possession of the Vehicle and where it is able offer to replace it with another that is substantially similar in size and age as the Vehicle as of the date of termination and with your consent vary the terms of this Rental Agreement to incorporate the replacement vehicle details.

**26. Purchase of Vehicle by You**

26.1. You may approach Rent Wize Cars to make an offer to purchase the Vehicle at any time during this Rental Agreement. It is not obliged to accept any offer.

**27. Special Conditions**

27.1. The Special Conditions below apply to this Rental Agreement, and where they are inconsistent with any other clause in this Rental Agreement they displace that other clause to the extent of the inconsistency.

## Part 3 - Special Conditions of Rental Agreement

*Insert any Special Conditions*

**Executed as an Agreement**

Dated this day of 20

**SIGNED** by **the Customer** )
in the presence of: )
) .....
) Signature of Customer 1 - Frances Alcomendras

.....
Signature of Witness

.....
Name of Witness

.....
Address of Witness

.....
Telephone Number of Witness

**SIGNED** by **the Customer** )
in the presence of: )
)

.....
Signature of Witness

.....
Name of Witness

.....
Address of Witness

.....
Telephone Number of Witness

.....
Signature of Customer 2 - Juan Miguel Mangilin Magsino

**Executed** by Chazac Pty Ltd )
ACN 107 977 346 )
in accordance with section 127 of the )
Corporations Act 2001 (Cth) by:

.....
Signature of Director/Secretary

.....
Name of Director/Secretary

.....
Signature of Steve Hillam

OR

**Executed** by as authorised representative for )
and on behalf of Rent Wize Cars: )
)

.....
Name

.....
Name of Authorised Representative

## Schedule 1 – Credit Card Confirmation

I confirm the following credit card details for use with this Rental Agreement:

**Credit Card Details**

○ Visa

○ Mastercard

Card Number .....

Expiry Date .....

Name on Card .....

I confirm that I am the holder of the credit card and I give my full consent for Rent Wize Cars to charge this Credit Card signed herewith for the payment of any Rent and Rental Charges payable by me/us as set out in the Rental Agreement. I further confirm acceptance of the terms and conditions of the Direct Debit Request Service Agreement in **Schedule 4 of this Rental Agreement.**

.....
Card Holder Name

.....
Signature of Card Holder

.....
Witness Name

.....
Witness Signature

DATE .....

## Schedule 2 – Maintenance and Servicing Responsibilities

Item 1. Rent Wize Cars are responsible for the following repairs:

**ENGINE:** The following internal engine parts:

- Pistons
- Piston rings
- Cylinder sleeves
- Main bearings
- Con rods
- Con Rod bearings
- Oil pump
- Push rods
- Camshaft bearings
- Camshaft and Crankshaft

EXCLUDING

- Harmonic balancer, damaged or worn key-way
- Cylinder block and Head but ONLY if damaged by failure of any of the above covered components

**TRANSMISSION:** All internally lubricated components contained within the Transmission/Torque Converter (EXCLUDING Solenoids, burnt or worn Friction plates).

**DIFFERENTIAL:** All internally lubricated components (EXCLUDING Axels, Drive shafts, Wheel bearings, burn or worn friction plates).

**ELECTRICAL:** Starter motor, Alternator, Voltage regulator.

**To a maximum cost of $3,000 inclusive over the first two years from the Commencement Date or 30,000 kilometers whichever first occurs**, after which it is to a maximum cost of $1,000 per repair event – but always excluding Accident Damage, contaminated fuels damage, low oil or overheating damage and damage from Vehicle neglect or abuse **in which cases you are responsible for the whole of the cost of repairs.**

Item 2. **You are responsible for the following:**

Vehicle servicing and repair costs of the Vehicle beyond that which is the responsibility of Rent Wize Cars set out in Items 1 and 2 above. Additional Vehicle servicing must be performed in accordance with the Vehicle manufacturer's recommendations. If you do not attend to and pay for the Vehicle servicing and maintenance required of You, and for repairs that are Your responsibility Rent Wize Cars may terminate this Rental Agreement.



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## Schedule 3 – Fair Wear and Tear

**Dents**

| Fair Wear and Tear includes: | Fair Wear and Tear excludes: |
|---|---|
| Dents of no more than 20 mm in diameter (excluding bonnets and roofs) where the paint surface has not been broken and there is no paint removal, paint cracking of flaking. | (a) dents of any diameter on bonnets, roofs, wheel arches, style lines, door sills or door edges;<br>(b) multiple dents within a specific local area regardless of size; or<br>(c) any damage affecting or penetrating the paintwork. |

**Stone Chips**

| Fair Wear and Tear includes: | Fair Wear and Tear excludes: |
|---|---|
| Isolated stone chips to any panel up to 2 mm in diameter. | More than 5 stone chips to an isolated area. |

**Scratches**

| Fair Wear and Tear includes: | Fair Wear and Tear excludes: |
|---|---|
| Light scratches:<br>(a) not more than 20 mm in length and not more than 1 mm wide;<br>(b) no paint surface penetration; and<br>(c) can be polished out. | Any scratch where the metal, plastic or undercoat is exposed. |

**Bumpers**

| Fair Wear and Tear includes: | Fair Wear and Tear excludes: |
|---|---|
| (a) light scuffing or scratches:<br>(i) where there is no paint penetration;<br>(ii) which are no more than 20 mm in diameter; and<br>(iii) which can be polished out;<br>isolated stone chips up to 2 mm in diameter. | (a) any broken paint;<br>(b) multiple scratches of any size;<br>(c) dents of 20 mm in length or more in diameter;<br>(d) any damage to a textured bumper; and<br>multiple stone chips of more than 5 to an isolated area. |

**Wheels, Wheel Trims and Tyres**

| Fair Wear and Tear includes: | Fair Wear and Tear excludes: |
|---|---|
| Light scratches and scuffing up to 20 mm in length. | (a) wheel trims or hubcaps that are cracked, broken, missing, mismatched or not the original wheel trim or hubcap;<br>(b) alloy rims for standard vehicles that are cracked, buckled, gouged or mismatched or not the original rim;<br>(c) alloy rims for prestige and collection vehicles if:<br>(i) a scuff mark is more than 20 mm in length;<br>(ii) the alloy rim is cracked, buckled or gouged; or<br>(iii) the alloy rim is mismatched or not the rim as originally supplied;<br>(d) tyre tread and sidewall damage so that the tyre is unroadworthy e.g. cuts, bulges, gouges and abrasions, tyre misuse e.g. flat spots and burnouts;<br>(e) replacement tyres that differ from those originally supplied. |



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**Windscreens, windows, lamps and external mirrors**

| Fair Wear and Tear excludes: | Fair Wear and Tear includes: |
|---|---|
| Scratches, chipping, cracks, holes or damage to:<br>(a) the windscreen;<br>(b) the windows;<br>(c) lamps; and<br>(c) external mirror lens,<br>as all such damage may affect the roadworthy status of the vehicle and may subsequently worsen over time from the vehicle continuing to be driven. | (a) damage by worn, broken, wrongly fitted, missing or badly maintained wiper blades |

**Upholstery, floors, carpets, dashboard, facie and trim, general interior**

| Fair Wear and Tear excludes: | Fair Wear and Tear includes: |
|---|---|
| Scratches, chipping, cracks, holes or damage to:<br>(a) light marks that can be removed by vacuum or general cleaning;<br>(b) light scuffing or smears or regular day to day debris that is removable by general cleaning. | Scratches, chipping, cracks, holes or damage to:<br>(a) any permanent damage caused by harsh or corrosive materials;<br>(b) tears, cuts, scratches, holes or burns;<br>(c) any damage to the structure, shape or positioning of a seat;<br>(d) hair from pets;<br>(e) excessive soil, mud or sand (other than from regular day to day use);<br>(f) evidence of smoking in the vehicle;<br>(G) odours or foreign matter;<br>stains or marks that cannot be removed by general cleaning or require steam cleaning. |

**Keys, accessories**

| Fair Wear and Tear excludes: | Fair Wear and Tear includes: |
|---|---|
| Minor cosmetic damage that does not in any way affect the functionality of the keys, accessories or equipment. | Scratches, chipping, cracks, holes or damage to:<br>(a) loss or damage to keys or remotes;<br>(b) damage caused by incorrect fitting of accessories (snow chains, roof racks);<br>(c) damage to aerials;<br>(d) removal or damage to any item supplied with the vehicle (parcel shelf, tools, spare tyres, wheel trims, hazard triangles, GPS unit). |



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## Schedule 4 – Customer Direct Debit Request Service Agreement

This is your Direct Debit Request Service Agreement with Chazac Pty Ltd ACN 107 977 346 as trustee of the RTB Trust trading as Rent Wize Cars. It sets out what your obligations are when entering a Direct Debit Request (DDR) with us, and our obligations to you. Keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) to us on signing the direct debit authority.

**Enquiries- Our Contact Details** - You can contact us directly. These should be made at least one working day prior to the next scheduled drawing date on a direct debit.
**How to Contact Us:** Email: admin@rentwize.com.au
Telephone:0402 556 005

**Definitions**
***account;*** means the account held at your financial institution from which we are authorised to arrange for funds to be debited.
***Agreement;*** means this Direct Debit Request Service Agreement between you and us.
***banking day;*** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.
***debit day;*** means the day that payment by you to us is due.
***debit payment;*** means a particular transaction where a debit is made.
***DDR;*** means the Direct Debit Request between us and you.
***Direct Debit Agent*** means the agent we will appoint to effect transfer of the monies from your account to ours pursuant to the DDR and the agents service agreement.
***us or we;*** means Rent Wize Cars, you have authorised by requesting a DDR.
***you;*** means the customer who has signed or authorised by other means the DDR.
***your financial institution;*** means the financial institution nominated by you on the DDR at which the account is maintained.

**Debiting your account**

- By signing the Direct Debit Request (DDR) or by providing us with a valid instruction, you have authorised us as a debit user to arrange for funds to be debited from your account by us or through a Direct Debit Agent of ours.
- You should refer to the DDR and the Rental Agreement with us for the terms of the arrangement between us and you, and the service agreement you have entered with our Direct Debit Agent.
- We will only arrange for funds to be debited from your account
    - as authorised in the Direct Debit Request; or
    - as otherWize authorised by you in the Rental Agreement, and we have sent to the address nominated by you in the Direct Debit Request, a billing advice which specifies the amount payable by you to us and when it is due.
- If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day.
- If you are unsure about which day your account has or will be debited you should ask your financial institution.

**Amendments by us**
We may need to make changes to this Agreement or a Direct Debit Request. If we do, we will give you 14 days' notice in writing unless we believe the change is unfavourable to you in which case we will give you at least 30 days' notice.
We may change our Direct Debit Agent on 14 days' notice in writing to you, subject to there being no disadvantage to you on this happening.

**Amendments/changes by you**
You can terminate the Direct Debit Request or cancel a payment by arranging that through your own financial institution, which is required to act promptly on your instructions, including terminating direct debits.

You can also cancel, defer or terminate the Direct Debit Request by directing us to do so. However, terminating the direct debit payments, or stopping or deferring payments is a breach of the Rental Agreement with us unless we have agreed for that to happen before you do so, or an alternative payment arrangement is agreed or you have terminated your Rental Agreement, and we may be unable to or choose not to continue to provide a Vehicle for your use as it is a requirement there be a direct debit arrangement in place.



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**Your obligations and fees/charges on failed debits**
It is your responsibility to ensure that there are sufficient available/cleared funds available in your account to allow a debit payment to be made in accordance with the Direct Debit Request.
**If there are insufficient available/cleared funds in your account to meet a debit payment:**

- you may be charged a fee and/or interest by your financial institution;
- you may also incur fees or charges imposed or incurred by us and/or our Direct Debit Agent; and
- you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we /our Direct Debit Agent can process the debit payment.

You should check your account statement to verify that the amounts debited from your account are correct.

**Disputes**
If you believe that there has been an error in debiting your account, you should notify us direct at the above contact details and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.

If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.

If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding in writing.

**Accounts**
You should check:

- with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.
- your account details which you have provided to us are correct by checking them against a recent account statement; and
- with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

**Confidentiality**
We will keep any information (including your account details) in your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
We will only disclose information that we have about you:

- to the extent specifically required by law; or
- for the purposes of this agreement (including disclosing information in connection with any query or claim).

**If you wish to speak to us concerning this Agreement contact us on the above Contact Details. You can also write to us at 49 Woodlands Terrace, Edwardstown SA 5039 allowing four business days for receipt if posted by ordinary post.**



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