

Allstar 4WD Camper Hire - Terms & Conditions of Hire

1. Definitions	6. Charges and Payment	At Allstar's sole discretion, the Charges shall be either:
1.1 "Acknowledgment Document" means the document signed by the Hirer in conjunction with these Terms and Conditions of Trade and applicable if Allstar elects, whereby the Hirer acknowledges the extent and effect of the provision of security the Hirer provides to Allstar in consideration of the provision of Vehicle on Hire.	6.1 (a) as indicated on invoices provided by Allstar to the Hirer upon placement of an order for the Vehicle; or	Allstar or Allstar's agent may (as the invitee of the Hirer) enter upon and into any land and premises owned, occupied or used by the Hirer, or any premises where the Vehicle is situated and take possession of the Vehicle, without being responsible for any damage thereby caused. Any costs incurred by Allstar as a result of Allstar so repossessing the Vehicle shall be charged to the Hirer.
1.2 "Allstar" means Allstar Campers & Rentals Pty Ltd T/A Allstar 4WD Camper Hire, its successors and assigns or any person acting on behalf of and with the authority of Allstar Campers & Rentals Pty Ltd T/A Allstar 4WD Camper Hire.	6.1 (b) Allstar's current Charges, at the date of Delivery of the Vehicle, according to Allstar's current price list, as previously disclosed to the Hirer upon the Hirer's placement of an order for the Vehicle; or	11.3 The Hirer is not authorised to pledge Allstar's credit for repairs to the Vehicle or to create a lien over the Vehicle in respect of any repairs.
1.3 "Charges" means the terms and conditions contained herein, together with any quotation, Hire form, invoice or other document or amendments expressed to be supplemental to this Contract.	6.1 (c) Allstar reserves the right to change the Charges:	12.1.1 Persons who may drive Vehicle
1.4 "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, "Personal Information" such as: name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.	6.2 (a) if a variation to the Vehicle which is to be supplied is requested (including a change due to the Hirer's requirements, changes to pick up and drop off points or locations;	12.1.2 The Vehicle may be driven during the Hire Period only by the Hirer and only if:
1.5 "Contract" means the terms and conditions contained herein, together with any quotation, Hire form, invoice or other document or amendments expressed to be supplemental to this Contract.	6.2 (b) as a result of an increase in Allstar's costs due to changes in statutory, government, or local body charges, taxes, levies, etc. with respect to the Vehicle, which are outside the control of Allstar (including, without limitation, increases in the cost of labour or materials, fuel charges or insurance premiums etc.); or	12.1.3 (a) the Hirer or Hirer's employee, representative or agent has been identified as a driver for this Vehicle;
1.6 "Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website which can be accessed either by the web server or the client's computer.	6.2 (c) upon one (1) month's written notice to the Hirer.	12.1.4 (b) they hold a current Australian, overseas licence written in English, or international driver's licence of less than two (2) years (and which is an appropriate license for the Vehicle), excluding any time under a learner's permit or a provisional license) at the time when they are driving the Vehicle and where applicable, have the appropriate vehicle endorsement or equivalent in relation to Vehicle Hire (if applicable);
1.7 "GST" means tax and services tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).	6.3 The Hirer shall be required to respond to any variation submitted by Allstar within ten (10) working days. Failure to do so will entitle Allstar to add the cost of the variation to the Charges. Payment for all variations must be made in full at the time of their completion.	12.1.5 (c) they are over twenty-one (21) years of age and under seventy-five (75) years of age;
1.8 "Hire" shall mean any or all Hire supplied by Allstar to the Hirer and includes any advice or recommendations.	6.4 At Allstar's sole discretion, a reasonable deposit (in the form of a bond) shall be required at the commencement of this Contract in accordance with any quotation provided by Allstar or as notified to the Hirer prior to the placement of an order for the Vehicle, which shall be refunded to the Hirer within five (5) working days after the post hire inspection or one (1) month of the return of the Vehicle, provided that the Hirer has complied with their obligations hereunder. The deposit may be used to offset any applicable Charges payable by the Hirer under clauses 13 and 14, and any outstanding balance thereof shall be due as per clause 6.5.	12.1.6 (d) they have not given a false name, name, address or driver's licence; they have not had their driver's license cancelled, endorsed or suspended within the last three (3) years; and
1.9 "Hirer" means the persons, entities or any person acting on behalf of and with the authority of the Hirer requesting Allstar to provide the services as specified in any proposal, quotation, order, invoice or other documentation, and:	6.5 Allstar may charge the Hirer a per kilometre rate (or a combination of both).	12.1.7 (e) they are deemed to be any agent, associate, servant or employee of Allstar for any purpose whatsoever.
1.10 (a) if there is more than one Hirer, it is a reference to each Hirer jointly and severally, and	6.6 Time for payment for the Vehicle being of the essence, the Charges will be payable by the Hirer on the date/s determined by Allstar, which may be:	12.1.8 (f) if the need arises, consent is given to Allstar to check the validity and currency of any driver's licence used in connection with this Contract.
1.11 (b) if the Hirer is a partnership, it shall bind each partner jointly and severally, and	6.6 (a) on Delivery of the Vehicle; or	12.2 When the Hirer is a Body Corporate, then they shall ensure all drivers have a valid driver's licence and meet the requirements as per clause 12.1 for the term of any Hire.
1.12 (c) if the Hirer is a part of a Trust, shall be bound in their capacity as a trustee; and	6.6 (b) before Delivery of the Vehicle; or	13.1 Hirer's Obligations, Use of the Vehicle and Restrictions
1.13 (d) includes the Hirer's executors, administrators, successors and permitted assigns.	6.6 (c) the date specified on any invoice or other form as being the date for payment; or	13.1.1 The Hirer shall, where applicable, ensure that:
2. Acceptance	6.6 (d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Hirer by Allstar.	13.1.2 (a) any applicable seat belt and child restraint laws are complied with;
2.1 The parties acknowledge and agree that:	6.7 The Hirer acknowledges and accepts that all non-payments shall mean that the Hirer enters into a credit arrangement and shall be required to make payment as per clause 6.6(d) above.	13.1.3 (b) passengers shall only ride in the cab of the Vehicle in designated seats; all the Vehicle's engine oils, coolant and battery levels, and are maintained to the manufacturer's specifications at the Hirer's cost, set out in the Vehicle's operations manual located in the glove box;
2.2 (a) they have read and understood the terms and conditions contained in this Contract; and	6.8 Payment may be made by cash, electronic/online banking, credit card (a surcharge per transaction may apply) or by any other method as agreed to between the Hirer and Allstar.	13.1.4 (c) the tyre tread maintenance and proper pressure and all fluid (including, but not limited to engine oil and coolant, water) levels are checked and maintained at the relevant levels;
2.2 (b) the parties are taken to have exclusively accepted and are immediately bound, jointly and severally, by these terms and conditions if the Hirer places an order for or accepts delivery of the Vehicle.	6.9 Allstar may in its discretion allocate any payment received from the Hirer towards any invoice that Allstar determines and may do so at the time of receipt or at any time afterwards. On any default by the Hirer Allstar may re-allocate any payments previously received and allocated. In the absence of any payment allocation by Allstar, payment will be deemed to be all payments received from the Hirer in writing within the Hirer's Purchase Money Security Interest (as defined in the PPSA) in the Vehicle.	13.1.5 (d) all reasonable care is taken in handling and parking the Vehicle and that it is left securely locked when not in use, with the keys kept under the Hirer's personal control at all times;
2.3 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.	6.10 The Hirer shall not be entitled to set off against, or deduct from the Charges, any sums owed or claimed to be owed to the Hirer by Allstar nor to withhold payment of any invoice because part of that invoice is in dispute. Once in receipt of an invoice for payment, if any part of the invoice is in dispute, the Hirer must notify Allstar in writing within three (3) business days, the invoice shall remain due and payable for the full amount, until such time as Allstar investigates the disputed claim, no credit shall be passed for refund until the review is completed. Failure to make payment may result in Allstar placing the Hirer's account into default and subject to default interest in accordance with clause 22.1.	13.1.6 (e) any applicable road rules, road signs and off-road sites irrespective of the reason for such recovery to be necessary;
2.4 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.	6.11 Unless otherwise stated the Charges do not include GST. In addition to the Charges the Hirer must pay to Allstar an amount equal to any GST Allstar must pay for any supply by Allstar under this or any other agreement for the Hire of the Vehicle. The Hirer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Hirer pays the Charges. In addition, the Hirer must pay any other taxes and duties that may be applicable in addition to the Charges except where they are expressly included in the Charges.	13.1.7 (f) any applicable road rules, road signs and off-road sites irrespective of the reason for such recovery to be necessary;
2.5 The Hirer acknowledges that the hire of Vehicle on credit shall not take effect until the Hirer has completed a credit application with Allstar and it has been approved with a credit limit established for the account.	6.12 The Hirer acknowledges and agrees that the Hirer's obligations to Allstar for the supply of the Vehicle shall be deemed to be all obligations due to Allstar in writing within:	13.1.8 (g) Fraser Island;
2.6 (a) the Hirer's request for the Vehicle exceeds the Hirer's credit limit and/or the account exceeds the payment terms; Allstar reserves the right to refuse Delivery. Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 10 of the Electronic Transactions Act 2011 or any other applicable provisions of law relating to electronic signatures.	6.12 (a) the Hirer has paid Allstar all amounts owing to Allstar; and	13.1.9 (h) Canning stock route and associated tracks;
2.7 (b) the Hirer acknowledges and accepts that Allstar must be notified, and agree, to any extension of the Hire Period in advance prior to the return date and time as to which the Vehicle was to be returned to Allstar. If the Hirer fails to adhere to this clause, the Hirer shall be deemed to be in breach of this Contract and may forfeit any deposits or additional entitlement. The Vehicle will be immediately reported as stolen, and the Hirer shall become liable for any cost outstanding or involved with the recovery of the Vehicle.	6.12 (b) the Hirer has met all other obligations due by the Hirer to Allstar in respect of all agreements between Allstar and the Hirer.	13.1.10 (i) Arrhrem Land;
3. Errors and Omissions	6.13 Receipt by Allstar of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised, and until then Allstar's rights in relation to the Vehicle, and this Contract, shall continue.	13.1.11 (j) Gunbarrel Highway;
3.1 The Hirer acknowledges and accepts that Allstar shall, without prejudice, accept no liability in respect of any legal or other action(s):	7. Delivery of Vehicle	13.1.12 (k) any closed roads including roads closed by Main Roads or local rangers).
3.2 (a) resulting from an inadvertent mistake made by Allstar in the formation and/or administration of this Contract; and/or	7.1 (a) the Hirer or the Hirer's nominated carrier takes possession of the Vehicle at Allstar's premises; or	13.1.13 (l) the Hirer shall be required to walk any river crossing prior to driving to check the water depth as river crossings are entirely at the Hirer's risk and it is not recommended that the Vehicle be driven through any crossing that is more than 500mm deep or approximately knee deep; or
3.2 (b) contained in information from any literature (hard copy and/or electronic) supplied by Allstar in respect of the Vehicle Hire and/or services.	7.1 (b) Allstar (or Allstar's nominated carrier) delivers the Vehicle to the Hirer's nominated address even if the Hirer is not present at the address.	13.1.14 (m) where the water is flowing;
3.3 In circumstances where the Hirer is required to place an order for the Vehicle, in writing, or otherwise as permitted by these terms and conditions, the Hirer is responsible for supplying correct order information such as, without limitation, measurements and quantity, when placing an order for the Vehicle ("Hirer Order"). The Hirer must pay for all Vehicle it orders from Allstar notwithstanding that such Vehicle suffers from a Hirer Error and notwithstanding that the Hirer has not taken or refuses to take delivery of such Vehicle. Allstar is entitled to, at its absolute discretion to waive its right under this sub-clause in relation to Hirer Errors.	7.2 The cost of Delivery will be payable by the Hirer in accordance with the quotation provided by Allstar to the Hirer, or as otherwise notified to the Hirer prior to the placement of an order for the Vehicle.	13.1.15 (n) any area subject to tidal water including beach driving below high tide lines;
4. Change in Control	7.3 Any time specified by Allstar for Delivery of the Vehicle is an estimate only and Allstar will not be liable for any loss or damage incurred by the Hirer as a result of Delivery being late. However, both parties agree that they shall make every endeavour to enable the Vehicle to be supplied on the time and place as was arranged between both parties. In the event that Allstar is unable to supply the Vehicle as agreed solely due to any action or inaction of the Hirer, then Allstar shall be entitled to charge a reasonable fee for re-supplying the Vehicle at a later time and date, and/or for storage of the Vehicle.	13.1.16 (o) Arrhrem Land;
4.1 The Hirer shall give Allstar not less than fourteen (14) days prior written notice of any proposed change of ownership of the Hirer and/or any other change in the Hirer's details (including but not limited to, changes in the Hirer's name, address, contact phone or fax number/s, change of trustees, or business practice). The Hirer shall be liable for any loss incurred by Allstar as a result of the Hirer's failure to comply with this clause.	8. Changes to Vehicle Bookings	13.1.17 (p) Gunbarrel Highway;
5. Credit Card Information	8.1 The Hirer acknowledges and accepts that the any dates to change bookings shall be at Allstar's sole discretion and will be subject to date and Vehicle availability.	13.1.18 (q) any closed roads including roads closed by Main Roads or local rangers).
5.1 Allstar will:	8.2 Unless otherwise agreed the following Charges shall apply in the event that the Hirer requests changes to the booking days:	13.1.19 (r) the Hirer shall be required to walk any river crossing prior to driving to check the water depth as river crossings are entirely at the Hirer's risk and it is not recommended that the Vehicle be driven through any crossing that is more than 500mm deep or approximately knee deep; or
5.2 (a) keep the Hirer's personal details, including credit card details for only as long as is deemed necessary by Allstar;	8.2 (a) 90 to 91 days before Hire – no extra cost (subject to date availability);	13.1.20 (s) carry passengers or property for hire or reward of any kind, or carry service or repair costs for any vehicle which has a flash point under 22.8 C, or any other explosive or corrosive materials;
5.2 (b) not disclose the Hirer's credit card details to any third party; and	8.2 (b) 90 to 60 days before Hire – no extra cost (subject to date availability);	13.1.21 (t) be driven in a dangerous manner; or
5.2 (c) not unnecessarily disclose any of the Hirer's personal information, except in accordance with the Privacy Act (clause 24) or where required by law.	8.2 (c) 59 to 31 days before Hire – no extra cost (subject to date availability); or	13.1.22 (u) be used when it is damaged or unsafe.
5.3 The Hirer expressly agrees that, if pursuant to this Contract the following Charges, as stated below, are to be applied to Allstar, then Allstar is entitled to, at its absolute discretion, to complete any documentation and take any action to recover from the credit card issuer any and all amounts which may be due by the Hirer pursuant to the terms of this Contract:	8.2 (d) 30 days to 0 days before Hire – no extra cost (subject to date availability).	13.1.23 (v) be used in a dangerous manner; or
5.3.1 (a) all Charges claimed from Allstar in respect of any parking or any other traffic violations during the Hire Period or until such time the Vehicle is returned to Allstar;	9. Less days (Hire are subject to minimum days):	13.1.24 (w) be used in a dangerous manner; or
5.3.2 (b) all loss or damage to the Vehicle (including loss of use), third party damages, legal expenses, assessment fees, towing and recovery, storage and company service charges where:	9.1 (a) 90 days to 91 days before Hire – no extra cost;	13.1.25 (x) be used in a dangerous manner; or
5.3.3 (i) any condition of this Contract and in particular those contained in clause 12, or any other special condition has been breached;	9.1 (b) 90 days to 60 days before Hire – ten percent (10%) of the Hire Charges for the days cancelled;	13.1.26 (y) be used in a dangerous manner; or
5.3.4 (ii) the Vehicle is involved in a single vehicle incident unless Allstar reserves the right to charge the Hirer a single vehicle incident fee in the event that the Hirer cancels the Contract before the expiration of the Hire Term.	9.1 (c) 59 days to 31 days before Hire – thirty percent (30%) of the Hire Charges for the days cancelled; or	13.1.27 (z) be used in a dangerous manner; or
5.3.5 (iii) the Vehicle is involved in a multiple vehicle incident unless Allstar reserves the right to charge the Hirer a multiple vehicle incident fee in the event that the Hirer cancels the Contract before the expiration of the Hire Term.	9.1 (d) 30 days to 0 days before Hire – one hundred percent (100%) of the Hire Charges for the days cancelled.	13.1.28 (aa) be used in a dangerous manner; or
5.3.6 (iv) the Hirer has left the Vehicle unlocked or the keys in the Vehicle;	10. Duration of Hire	13.1.29 (ab) be used in a dangerous manner; or
5.3.7 (v) the Hirer has not kept the key secure and under the personal control of the Hirer;	10.1 The term of Hire shall be for the period as described on the Vehicle Hire agreement form to which these terms and conditions will be attached.	13.1.30 (ac) be used in a dangerous manner; or
5.3.8 (vi) the body of the Vehicle is damaged regardless of the cause when no other vehicle is involved;	10.2 The Hirer Charges shall commence from the time the Vehicle departs from Allstar's premises and will terminate upon the return of the Vehicle to Allstar's premises, and/or until the expiry of the Hire Period, whichever last occurs.	13.1.31 (ad) be used in a dangerous manner; or
5.3.9 (vii) the interior of the Vehicle is damaged regardless of the cause when no other vehicle is involved;	10.3 The date upon which the Hirer advises of termination shall in all cases be treated as a full day's hire.	13.1.32 (ae) be used in a dangerous manner; or
5.3.10 (viii) the tyres of the Vehicle are damaged other than due to normal wear; the Vehicle is damaged by either loading or unloading, other than the normal wear and tear of the Vehicle;	10.4 Unless otherwise agreed, the Hirer acknowledges and accepts that Allstar reserves the right to cancel the Hire for non-payment of the Hire Charges for the Hire Term.	13.1.33 (af) be used in a dangerous manner; or
5.3.11 (ix) the failure to secure properly any load or equipment which leads to loss caused by any part of said load or equipment or any third party vehicle loss or property;	10.5 When a Vehicle is left at any other place than the premises of Allstar then termination of Hire shall be when the Vehicle inspection has been completed or at the time of the collection. The Hirer will be responsible for the Vehicle up until this time of termination, inspection, and collection.	13.1.34 (ag) be used in a dangerous manner; or
5.3.12 (x) the Vehicle is damaged by driving it under or into an object lower than the normal wear and tear of the Vehicle;	10.6 Should the Hirer terminate the Hire before the stated date and time, the stated rate and term will be amended at the sole discretion of Allstar.	13.1.35 (ah) be used in a dangerous manner; or
5.3.13 (xi) the Hirer has failed to maintain all fluid levels or failed to contact Allstar when a noted service is due, or failed to immediately rectify or report to Allstar any defect of which the Hirer becomes aware of;	10.7 No allowance whatsoever can be made for time during which the Vehicle is not in use for any reason, unless Allstar confirms special prior arrangements in writing. In the event of a vehicle breakdown, the Hirer notifies Allstar immediately, hind Charges will not be payable during the time the Vehicle is not working, unless the condition is due to negligence or misuse on the part of or attributable to the Hirer.	13.1.36 (ai) be used in a dangerous manner; or
5.3.14 (xii) the Vehicle is impounded by any governing body; or	11. Risk	13.1.37 (aj) be used in a dangerous manner; or
5.3.15 (xiii) the Vehicle is a clean presentable condition (interior and exterior) including, but not limited to cigarette smudges and other odours.	11.1 Allstar retains ownership of the Vehicle nonetheless all risk for the Vehicle passes to the Hirer on Delivery.	13.1.38 (ak) be used in a dangerous manner; or
5.3.16 (xiv) Where the Hirer has instructed Allstar to invoice another party, (including, but not limited to, some other person, corporation, firm or organisation), and such other party fails to make payment to Allstar, the Hirer shall be liable to immediately make payment of the full amount due to Allstar.	11.2 The Hirer accepts full responsibility for the safekeeping of the Vehicle and indemnifies Allstar for all loss, theft, or damage to the Vehicle however caused and without limiting the normal wear and tear of the Vehicle, or otherwise arising out of the use of any negligence, failure, or omission of the Hirer.	13.1.39 (al) be used in a dangerous manner; or
	12. The Hirer will insure, or self-insure, Allstar's interest in the Vehicle against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to the Vehicle. Full details of the Public Liability Insurance cover for the Vehicle nor permit it to be used in such a manner as would permit an insurer to decline any claim.	13.1.40 (am) be used in a dangerous manner; or
	13. The Hirer accepts full responsibility for and shall keep Allstar indemnified against all liability in respect of all actions, proceedings, claims, damages, costs and expenses in respect of any injury to persons, property, or otherwise arising out of the use of the Vehicle during the Hire Period and whether or not arising from any negligence, failure or omission of the Hirer or any other persons.	13.1.41 (an) be used in a dangerous manner; or
	14. Title	13.1.42 (ao) be used in a dangerous manner; or
	14.1 The Vehicle is and will at all times remain the absolute property of Allstar, and the Hirer must return the Vehicle to Allstar upon request to do so.	13.1.43 (ap) be used in a dangerous manner; or
	14.2 At the expiration of any Hire Period hereby granted, or as a result of default by the Hirer (including, but not limited to, any default under clause 23) or if the Hirer fails to return the Vehicle to Allstar as is required under this Contract or when requested to do so, then	13.1.44 (aq) be used in a dangerous manner; or

Please note that a larger print version of these terms and conditions is available from Allstar on request.

Allstar 4WD Camper Hire - Terms & Conditions of Hire

14.3	When a Vehicle is left at any other place than the branch location then termination shall be when the Vehicle inspection occurs or at the time of collection. The Hire will be responsible for the Vehicle up until the time of termination, inspection, and collection.	Personal Property Securities Register established by the PPSA or releasing any Vehicle charged thereby;	Allstar acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Hire's Personal Information, held by Allstar that may result in serious harm to the Hire, Allstar will notify the Hire in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Hire by written consent, unless subject to an operation of law.
14.4	The Hire will be responsible for the Vehicle up until the time of termination, inspection, and collection. The Hire will be responsible for the Vehicle up until the time of termination, inspection, and collection. The Hire will be responsible for the Vehicle up until the time of termination, inspection, and collection.	(c) not register a financing change statement in respect of a security interest in the Vehicle without the Hire's consent; and (d) not register or permit to be registered, a financing statement or a financing change statement in relation to the Vehicle in favour of a third party without the prior written consent of Allstar.	Notwithstanding clause 24.1, privacy limitations will extend to Allstar in respect of Cookies where the Hire utilizes Allstar's website to make enquiries. Allstar agrees to display reference to such Cookies and similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Hire's:
15.	Damage Waiver/Insurance	Allstar and the Hire agree that sections 96, 115 and 125 of the PPSA do not apply to the security interest created by the terms and conditions of this Hire agreement.	(a) IP address, browser, email client type and other similar details;
15.1	Subject to clause 21, a Loss, Theft, and Damage Waiver ("LTD Waiver") charge will be applied to all Vehicle Hire at the rate selected by the Hire and detailed on Allstar's Vehicle Hire agreement form.	The Hire waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.	(b) tracking website usage and traffic; and (c) reports on cookies and other similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Hire's:
15.2	The Hire shall not be required to pay the LTD Waiver Fee if the Hire produces a certificate of insurance (COI) for an appropriate policy of insurance that covers loss, theft, or damage to the Vehicle during the Hire Period for an amount not less than the full new replacement value of the Vehicle. The COI must be provided to Allstar prior to the supply of Vehicle by Allstar.	The Hire waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.	(d) Allstar may collect and report information (collectively Personal Information)
15.3	The LTD Waiver is not insurance but is an agreement by Allstar to limit your liability in certain circumstances (COI) for an appropriate policy of insurance that covers loss, theft, or damage to the Vehicle during the Hire Period for an amount not less than the full new replacement value of the Vehicle. The COI must be provided to Allstar prior to the supply of Vehicle by Allstar.	Unless otherwise agreed to in writing by Allstar, the Hire waives their right to receive a verification statement in accordance with section 157 of the PPSA.	If the Hire consents to Allstar's use of Cookies on Allstar's website and later wishes to withdraw that consent, the Hire may manage and control Allstar's privacy controls via the Hire's web browser, including removing Cookies by deleting them from the browser history when exiting the site.
15.4	Where the Hire has paid the LTD Waiver Fee, Allstar will waive Allstar's right to claim against you for loss, theft or damage to the Vehicle if:	Only to the extent that the Hire of the Vehicle exceeds a two (2) year Hire Period with the right of renewal shall clause 19 apply as a security agreement in the form of a PPS Lease in respect of Section 20 of the PPSA, in all other matters this clause 19 will apply generally for the purposes of the PPSA.	The Hire agrees for Allstar to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin) and other contact information (where applicable), previous credit applications, credit history) about the Hire in relation to credit provided by Allstar.
15.4	(a) the Hire has promptly reported the incident to the Police and Provided Allstar with a written Police report;	Subject to any express provisions to the contrary (including those contained in this clause 19), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.	The Hire agrees that Allstar may exchange information about the Hire with those credit providers and with related body corporates for the following purposes:
15.4	(b) the Hire has co-operated with Allstar and provided Allstar with details of the incident, including any written or photographic evidence that Allstar requires; the loss, theft or damage does not fall into one or more of the circumstances in clause 15.5, and;	In the event that the Hire defaults or breaches any term of this Contract and as a result, the security provided in clauses 19.2 and 20.1 as applicable, is deemed insufficient by Allstar to secure the repayment of monies owed by the Hire to Allstar, the Hire hereby grants Allstar a security interest as of the date of the default, by way of a charge, that includes the Hire's present and future interest in all real property and/or land owned by the Hire now, or owned by the Hire in the future, to secure the performance of the Hire of its obligations under these terms and conditions (including, but not limited to, the payment of any monies), in accordance with the Acknowledgement Document.	(a) to assist an application by the Hire; and/or (b) to notify other credit providers of the Hire; and/or (c) to exchange information with other credit providers so as the status of this credit account, where the Hire is in default with other credit providers; and/or (d) to assess the creditworthiness of the Hire including the Hire's repayment conduct over the preceding two (2) years.
15.4	(c) the Hire has co-operated with Allstar and provided Allstar with details of the incident, including any written or photographic evidence that Allstar requires; the loss, theft or damage does not fall into one or more of the circumstances in clause 15.5, and;	The Hire indemnifies Allstar from and against all Allstar's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Allstar's rights under this Contract.	The Hire consents to Allstar being given a consumer credit report to collect personal credit information relating to any overdue payment on commercial credit.
15.4	(d) the Hire has co-operated with Allstar and provided Allstar with details of the incident, including any written or photographic evidence that Allstar requires; the loss, theft or damage does not fall into one or more of the circumstances in clause 15.5, and;	The Hire indemnifies Allstar from and against all Allstar's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Allstar's rights under this Contract.	The Hire agrees that personal credit information provided may be used and retained by Allstar for the following purposes (and for other agreed purposes or required by):
15.4	(e) the Hire has co-operated with Allstar and provided Allstar with details of the incident, including any written or photographic evidence that Allstar requires; the loss, theft or damage does not fall into one or more of the circumstances in clause 15.5, and;	The Hire indemnifies Allstar from and against all Allstar's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Allstar's rights under this Contract.	(a) to analyse, verify and/or check the Hire's credit, payment and/or status in relation to the provision of Vehicle; and/or (b) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Hire; and/or (c) enabling the collection of amounts outstanding in relation to the Vehicle.
15.4	(f) the Hire has co-operated with Allstar and provided Allstar with details of the incident, including any written or photographic evidence that Allstar requires; the loss, theft or damage does not fall into one or more of the circumstances in clause 15.5, and;	The Hire indemnifies Allstar from and against all Allstar's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Allstar's rights under this Contract.	Allstar may give information about the Hire to a CRB for the following purposes:
15.4	(g) the Hire has co-operated with Allstar and provided Allstar with details of the incident, including any written or photographic evidence that Allstar requires; the loss, theft or damage does not fall into one or more of the circumstances in clause 15.5, and;	The Hire indemnifies Allstar from and against all Allstar's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Allstar's rights under this Contract.	(a) to obtain a consumer credit report; (b) allow the CRB to create or maintain a credit information file about the Hire including credit history.
15.4	(h) the Hire has co-operated with Allstar and provided Allstar with details of the incident, including any written or photographic evidence that Allstar requires; the loss, theft or damage does not fall into one or more of the circumstances in clause 15.5, and;	The Hire indemnifies Allstar from and against all Allstar's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Allstar's rights under this Contract.	The information given to the CRB may include:
15.4	(i) the Hire has co-operated with Allstar and provided Allstar with details of the incident, including any written or photographic evidence that Allstar requires; the loss, theft or damage does not fall into one or more of the circumstances in clause 15.5, and;	The Hire indemnifies Allstar from and against all Allstar's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Allstar's rights under this Contract.	(a) Personal information as outlined in 24.3 above; name of the credit provider and that Allstar is a current credit provider to the Hire;
15.4	(j) the Hire has co-operated with Allstar and provided Allstar with details of the incident, including any written or photographic evidence that Allstar requires; the loss, theft or damage does not fall into one or more of the circumstances in clause 15.5, and;	The Hire indemnifies Allstar from and against all Allstar's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Allstar's rights under this Contract.	(c) whether the credit provider is a licensee; type of consumer credit;
15.4	(k) the Hire has co-operated with Allstar and provided Allstar with details of the incident, including any written or photographic evidence that Allstar requires; the loss, theft or damage does not fall into one or more of the circumstances in clause 15.5, and;	The Hire indemnifies Allstar from and against all Allstar's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Allstar's rights under this Contract.	(d) details concerning the Hire's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
15.4	(l) the Hire has co-operated with Allstar and provided Allstar with details of the incident, including any written or photographic evidence that Allstar requires; the loss, theft or damage does not fall into one or more of the circumstances in clause 15.5, and;	The Hire indemnifies Allstar from and against all Allstar's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Allstar's rights under this Contract.	(e) advice of consumer credit defaults (provided Allstar is a member of an approved OAIC External Defaults Resolution Scheme), overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Hire no longer has any overdue accounts and Allstar has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
15.4	(m) the Hire has co-operated with Allstar and provided Allstar with details of the incident, including any written or photographic evidence that Allstar requires; the loss, theft or damage does not fall into one or more of the circumstances in clause 15.5, and;	The Hire indemnifies Allstar from and against all Allstar's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Allstar's rights under this Contract.	(f) information that, in the opinion of Allstar, the Hire has committed a serious credit infringement;
15.4	(n) the Hire has co-operated with Allstar and provided Allstar with details of the incident, including any written or photographic evidence that Allstar requires; the loss, theft or damage does not fall into one or more of the circumstances in clause 15.5, and;	The Hire indemnifies Allstar from and against all Allstar's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Allstar's rights under this Contract.	(g) that the amount of the Hire's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
15.4	(o) the Hire has co-operated with Allstar and provided Allstar with details of the incident, including any written or photographic evidence that Allstar requires; the loss, theft or damage does not fall into one or more of the circumstances in clause 15.5, and;	The Hire indemnifies Allstar from and against all Allstar's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Allstar's rights under this Contract.	The Hire shall have the right to request (by e-mail) from Allstar:
15.4	(p) the Hire has co-operated with Allstar and provided Allstar with details of the incident, including any written or photographic evidence that Allstar requires; the loss, theft or damage does not fall into one or more of the circumstances in clause 15.5, and;	The Hire indemnifies Allstar from and against all Allstar's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Allstar's rights under this Contract.	(a) a copy of the Personal Information about the Hire retained by Allstar and the right to request that Allstar correct any incorrect Personal Information; and
15.4	(q) the Hire has co-operated with Allstar and provided Allstar with details of the incident, including any written or photographic evidence that Allstar requires; the loss, theft or damage does not fall into one or more of the circumstances in clause 15.5, and;	The Hire indemnifies Allstar from and against all Allstar's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Allstar's rights under this Contract.	(b) that Allstar does not disclose any Personal Information about the Hire for the purpose of direct marketing.
15.4	(r) the Hire has co-operated with Allstar and provided Allstar with details of the incident, including any written or photographic evidence that Allstar requires; the loss, theft or damage does not fall into one or more of the circumstances in clause 15.5, and;	The Hire indemnifies Allstar from and against all Allstar's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Allstar's rights under this Contract.	Allstar will destroy Personal Information upon the Hire's request (by e-mail) or if it is no longer needed under the terms of this Contract to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
15.4	(s) the Hire has co-operated with Allstar and provided Allstar with details of the incident, including any written or photographic evidence that Allstar requires; the loss, theft or damage does not fall into one or more of the circumstances in clause 15.5, and;	The Hire indemnifies Allstar from and against all Allstar's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Allstar's rights under this Contract.	The Hire can make a privacy complaint by contacting Allstar via e-mail. Allstar will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. If the Hire is not satisfied with the resolution provided, the Hire can make a complaint to the Information Commissioner at www.oaic.gov.au .
15.4	(t) the Hire has co-operated with Allstar and provided Allstar with details of the incident, including any written or photographic evidence that Allstar requires; the loss, theft or damage does not fall into one or more of the circumstances in clause 15.5, and;	The Hire indemnifies Allstar from and against all Allstar's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Allstar's rights under this Contract.	Service of Notices
15.4	(u) the Hire has co-operated with Allstar and provided Allstar with details of the incident, including any written or photographic evidence that Allstar requires; the loss, theft or damage does not fall into one or more of the circumstances in clause 15.5, and;	The Hire indemnifies Allstar from and against all Allstar's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Allstar's rights under this Contract.	Any written notice given under this Contract shall be deemed to have been given and received:
15.4	(v) the Hire has co-operated with Allstar and provided Allstar with details of the incident, including any written or photographic evidence that Allstar requires; the loss, theft or damage does not fall into one or more of the circumstances in clause 15.5, and;	The Hire indemnifies Allstar from and against all Allstar's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Allstar's rights under this Contract.	(a) by handing the notice to the other party, in person;
15.4	(w) the Hire has co-operated with Allstar and provided Allstar with details of the incident, including any written or photographic evidence that Allstar requires; the loss, theft or damage does not fall into one or more of the circumstances in clause 15.5, and;	The Hire indemnifies Allstar from and against all Allstar's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Allstar's rights under this Contract.	(b) by leaving it at the address of the other party as stated in this Contract;
15.4	(x) the Hire has co-operated with Allstar and provided Allstar with details of the incident, including any written or photographic evidence that Allstar requires; the loss, theft or damage does not fall into one or more of the circumstances in clause 15.5, and;	The Hire indemnifies Allstar from and against all Allstar's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Allstar's rights under this Contract.	(c) by sending it by registered post to the address of the other party as stated in this Contract;
15.4	(y) the Hire has co-operated with Allstar and provided Allstar with details of the incident, including any written or photographic evidence that Allstar requires; the loss, theft or damage does not fall into one or more of the circumstances in clause 15.5, and;	The Hire indemnifies Allstar from and against all Allstar's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Allstar's rights under this Contract.	(d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission;
15.4	(z) the Hire has co-operated with Allstar and provided Allstar with details of the incident, including any written or photographic evidence that Allstar requires; the loss, theft or damage does not fall into one or more of the circumstances in clause 15.5, and;	The Hire indemnifies Allstar from and against all Allstar's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Allstar's rights under this Contract.	(e) if sent by email to the other party's last known email address.
15.4	(aa) the Hire has co-operated with Allstar and provided Allstar with details of the incident, including any written or photographic evidence that Allstar requires; the loss, theft or damage does not fall into one or more of the circumstances in clause 15.5, and;	The Hire indemnifies Allstar from and against all Allstar's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Allstar's rights under this Contract.	Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.
15.8	The Hire acknowledges and accepts that:	22. Cancellation	26. Trusts
15.8	(a) Personal Accidental/Medical Insurance is not provided under these terms and conditions and it is the responsibility of the Hire to seek independent advice and insurance if so desired;	Without prejudice to any other remedies the parties may have, if at any time either party is in breach of any obligation (including those relating to payment) under these terms and conditions ("Breaching Party") the other party may suspend or terminate the supply of Vehicle on hire to the other party, with immediate effect, by providing the Breaching Party with written notice. Neither party shall be liable for any costs associated with a party suspending/cancelling the Contract under this clause 22.1.	If the Hire at any time upon or subsequent to entering into the Contract is acting in the capacity of trustee of any trust or as an agent for a trust ("Trust") then whether or not Allstar has any notice of the Trust, the Hire covenants with Allstar as follows:
15.8	(b) it's the Hire's responsibility to ensure that any personal items carried in or on the vehicle are insured adequately or at all. Allstar shall have no liability to the Hire whatsoever in respect of such property; and	If Allstar, due to reasons beyond Allstar's reasonable control, is unable to deliver any Vehicle to the Hire, the Hire may cancel the Vehicle by written notice served within forty-eight (48) hours of placement of the order. If the Hire cancels Delivery in accordance with this clause 22.3, the Hire will not be liable for the payment of any costs of Allstar, except where a deposit is payable in accordance with clause 6.4. Failure by the Hire to otherwise accept Delivery of the Vehicle shall place the Hire in breach of this Contract. Further to the Hire's cancellation of the Vehicle, the Hire acknowledges and accepts that a cancellation fee shall apply if the order is cancelled:	(a) the Contract extends to all rights of indemnity which the Hire now or subsequently may have against the Trust, the trustees and the trust fund;
15.8	(c) Allstar shall have no liability to the Hire whatsoever in respect of such property; and	(a) 90 to 60 days before the Hire date then ten percent (10%) of Hire Charges shall apply; or	(b) the Hire has full and complete power and authority under the Trust or from the Trust to make any decision, to enter into the Contract and to exercise the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Hire against the Trust, the trustees and the trust fund.
15.8	(d) Allstar shall have no liability to the Hire whatsoever in respect of such property; and	(b) 50 to 31 days before the Hire date then thirty percent (30%) of Hire Charges shall apply; or	The Hire will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity, (referred to as "Indemnity") under the Trust or the Contract without the consent in writing of Allstar (Allstar will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
15.8	(e) Allstar shall have no liability to the Hire whatsoever in respect of such property; and	(c) 30 to 0 days before the Hire date then full Hire Charges shall apply. Allstar shall process a full refund or apply a credit to the Hire's account for any cancellation received up to 91 days before the Hire date.	(i) the removal, replacement or retirement of the Hire as trustee of the trust;
15.8	(f) Allstar shall have no liability to the Hire whatsoever in respect of such property; and	23. Default and Consequences of Default	(ii) any alteration to or variation of the terms of the Trust;
15.8	(g) Allstar shall have no liability to the Hire whatsoever in respect of such property; and	Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month (and at Allstar's sole discretion such interest shall compound monthly at such rate) after as well as before any judgment is entered.	(iii) any advancement or distribution of capital of the Trust; or
15.8	(h) Allstar shall have no liability to the Hire whatsoever in respect of such property; and	If the Hire owes Allstar any money, the Hire shall indemnify Allstar from and against all costs and disbursements:	(iv) any resettlement of the trust fund or trust property.
15.8	(i) Allstar shall have no liability to the Hire whatsoever in respect of such property; and	(a) incurred; and/or	27. General
15.8	(j) Allstar shall have no liability to the Hire whatsoever in respect of such property; and	(b) which would be incurred and/or for which by the Hire would be liable;	The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable, that provision shall be severed from this Contract and the Hire and Allstar shall continue to be bound by the remaining provisions shall not be affected, prejudiced or impaired.
15.8	(k) Allstar shall have no liability to the Hire whatsoever in respect of such property; and	(c) in regard to legal costs on a solicitor and own client basis incurred in exercising Allstar's rights under these terms and conditions, internal administration fees, Allstar's contract fees owing for breach of these terms and conditions, including but not limited to, contract default fees and/or recovery costs (if applicable), as well as bank dishonour.	These terms and conditions and any contract to which they apply shall be governed by the laws of Western Australia, the state in which Allstar has its principal place of business and are subject to the jurisdiction of the Perth Courts in that state.
15.8	(l) Allstar shall have no liability to the Hire whatsoever in respect of such property; and	Further to any other rights or remedies Allstar may have under this Contract, if the Hire has made payment to Allstar, and the transaction is subsequently reversed, the Hire shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Allstar under this clause 23 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Hire's obligations under this Contract.	Allstar may licence and/or assign all or part of its rights and/or obligations under this Contract without the Hire's consent provided the assignment does not cause detriment to the Hire.
15.8	(m) Allstar shall have no liability to the Hire whatsoever in respect of such property; and	Without prejudice to Allstar's other remedies at law Allstar shall be entitled to cancel all or any part of any order of the Hire which remains unperformed and all amounts owing to Allstar shall, whether or not due for payment, become immediately payable in the event that:	The Hire cannot assign or licence without the written approval of Allstar.
15.8	(n) Allstar shall have no liability to the Hire whatsoever in respect of such property; and	(a) any money payable to Allstar becomes overdue, or in Allstar's opinion the Hire will be unable to meet its payments as they fall due; or	Allstar may elect to subcontract out any part of the provision services but shall not be relieved of any liability under this Contract and shall remain responsible for, and ensure, the Hire agrees and understands that they have no authority to give any instruction to any of Allstar's sub-contractors without the authority of Allstar.
15.8	(o) Allstar shall have no liability to the Hire whatsoever in respect of such property; and	(b) the Hire has exceeded any applicable credit limit provided by Allstar;	The Hire agrees that Allstar may amend their general terms and conditions for subsequent future contracts with the Hire by disclosing such to the Hire in writing. These changes will be deemed to be accepted by the Hire if the Hire accepts such changes, or otherwise at such time as the Hire makes a further request for Allstar to provide Vehicle on hire to the Hire.
15.8	(p) Allstar shall have no liability to the Hire whatsoever in respect of such property; and	(c) the Hire becomes a creditor of a company, partnership, sole trader or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or	Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, natural or global pandemics and/or the implementation of regulation, directions, rules or measures by Government imposed border lockdowns (including, worldwide destination ports), etc. ("Force Majeure") or other event beyond the reasonable control of either party. This clause does not apply to a failure by the Hire to make a payment to Allstar, once the parties agree that the Force Majeure event has ceased.
15.8	(q) Allstar shall have no liability to the Hire whatsoever in respect of such property; and	(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Hire or any asset of the Hire.	Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.
15.8</			