Carwiz Australia Rental Terms and Conditions

1. Introduction

1.1 This contract to hire a Vehicle from Carwiz (Rental Contract) consists of two separate documents: (a)The agreement (Rental Agreement) You have signed to hire the Vehicle from Us; and (b)These rental Terms and Conditions (Terms and Conditions).

1.2 The date of the Rental Contract is the date shown in the Rental Agreement.

1.3 The Rental Contract is governed by the applicable laws of the Australian state or territory in which the Vehicle is collected, and You agree that the courts of that state or territory have non-exclusive jurisdiction to determine any dispute that arises between You and Us.

1.4 We may fit a GPS device to the Vehicle to enable us to track the Vehicle when it is out of our possession. When You sign the Rental Agreement You are authorising Us to use the GPS device to track the Vehicle until it is returned to Us.

1.5 The Australian Consumer Law applies to the Rental Contract and it provides You with rights that are not excluded, restricted or modified by the Rental Contract and any provision in this contract is subject to the specific protections and guarantees in that and any corresponding Federal, State or Territory legislation.

2. Who may drive the Vehicle?

2.1 Only You or an Authorised Driver can drive the Vehicle. It is a Major Breach of the Rental Contract if You let anyone who is unauthorised drive the Vehicle. If there is a Major Breach of the Rental Contract there is no cover for You, the Authorised Driver or the unauthorised driver for any Damage, theft of the Vehicle or Third Party Loss.

2.2 We set a minimum and maximum age limit for those renting Our Vehicles. You and any Authorised Driver must be at least 21 and not over 85 years of age and have no less than 12 months driving experience, unless We have agreed to a variation of that restriction before the Start of the Rental and it is shown in the Rental Agreement.

2.3 You and any Authorised Driver must have a valid full-unrestricted licence appropriate for the class of Vehicle and at least 12 months driving experience. If the driver's licence is not in English, the original licence must be accompanied by an acceptable English translation or a valid International Driving Permit, subject to the requirements of the applicable Australian state or territory. Digital/electronic licences, learner licences, provisional licences and probationary licences are not accepted.

2.4 The Vehicle must not be driven if Your licence or the licence of any Authorised Driver has been cancelled within 2 years of the date of the Rental Agreement.

3. Prohibited Use

3.1 The Vehicle must not be driven by You or any Authorised Driver: (a) whilst intoxicated or under the influence of drugs or alcohol or with a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit set by law; (b) recklessly or dangerously; or (c) whilst the Vehicle is damaged or unsafe.

3.2 You and any Authorised Driver must not: (a) fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment; (b) use the Vehicle: (i) for any illegal purpose; (ii) to move dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes; (iii) to propel or tow another vehicle or a trailer; (iv) in connection with the motor trade for experiments, tests, trials or demonstration purposes; or (v) in an unsafe or un-roadworthy condition.

3.3 You and any Authorised Driver must not: (a) damage the Vehicle deliberately or recklessly or allow anyone else to do so; (b) modify the Vehicle in any way; (c) sell, rent, lease or dispose of the Vehicle; or (d) register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009.

3.4 You and any Authorised Driver must not use the Vehicle to carry: (a) passengers for hire, fare or reward or for rideshare purposes; (b) more than the number of passengers for which the Vehicle is licensed; or (c) any load that exceeds the limits for which the Vehicle was designed, constructed, registered or licenced.

3.5 You and any Authorised Driver must not use a mobile phone or a GPS unit whilst the Vehicle is in motion or stationary; but not parked unless the body of the phone or GPS unit is affixed to the Vehicle and the phone or GPS unit is not being held or touched at any time whilst being used.

4. Prohibited areas of use

4.1 The Vehicle must never be driven on: (a) an Unsealed Road; (b) Off Road; or (c) above the snow line between 1 May and 31 October.

4.2 The Vehicle must not be used in any area that is prohibited by Us. Prohibited areas include: (a) roads that are prone to flooding or are flooded; (b) beaches, streams, rivers, creeks, dams and floodwaters; (c) any road where the police or an authority has issued a warning; (d) any road that is closed; and (e) any road where it would be unsafe to drive the Vehicle.

4.3 The Vehicle must never be driven or used: (a) into Western Australia or the Northern Territory; or (b) onto any island that is off mainland Australia, except Phillip Island, unless We have given Our prior written permission prior to the Start of the Rental and it is noted on the Rental Agreement.

5. Your obligations

Vehicle collection and security deposit

5.1 At the Start of the Rental and before collecting the Vehicle: the customer must present a valid passport or ID, a valid driver's licence and an accepted physical payment card in the main driver's name. We will preauthorise the applicable security deposit on an accepted payment card. The deposit is AUD 800 for Basic Protection, AUD 500 for Medium Protect, and AUD 50 for Total Protect, SCDW and Care Free Protect – Debit. You must inspect the Vehicle to make sure any pre-existing damage is recorded in the Rental Agreement.

Payment methods

Visa and Mastercard credit cards are accepted. Visa and Mastercard debit cards may be used for the security deposit only when Care Free Protect – Debit is purchased. UnionPay cards are accepted for both rental payments and security deposits. The card must be physical and in the main driver's name. AMEX, Maestro, Electron, Diners, non-embossed cards, prepaid cards, cash, cards belonging to another person and virtual payment methods (including mobile-wallet payments) are not accepted.

Vehicle cleanliness

5.2 You must maintain the Vehicle in a reasonable state of cleanliness, taking into account fair wear and tear. An Excessive Vehicle Cleaning Fee of AUD 250–500 applies when cleaning beyond normal vehicle preparation is required. Any separate vehicle damage remains subject to the applicable Damage Excess and exclusions. Such cleaning may include spills, perishable food, animal hair or odours, fish smells, vomit, and cigarette/cigar smoke smells.

Tolls, fines and infringements

5.3 You and any Authorised Driver must pay all tolls, speeding and traffic fines and infringements as well as any fines or charges imposed for parking or using the Vehicle or release of the Vehicle if it has been seized by a regulatory authority.

Fuel policy

5.4 The fuel policy is Full to Full. The Vehicle must be returned with the same fuel level as at the Start of the Rental.

5.5 If the Vehicle is returned with less fuel than at the Start of the Rental, the actual cost of the missing fuel plus an AUD 35 refuelling service fee will apply.

Seat belts and safety

5.6 You must comply with all mandatory seat belt laws and fines may be imposed by the police on any driver or passenger who does not have a seat belt properly adjusted and fastened.

Vehicle security and care

5.7 You and any Authorised Driver must make sure that the Vehicle is locked when not in use or unattended and the keys or remote control device must be kept in Your possession, or that of any Authorised Driver, at all times and are never left in the ignition when the Vehicle is unattended..

5.8 You and any Authorised Driver must take reasonable care of the Vehicle by: (a) preventing it from being damaged; (b) making sure that it is protected from the weather; (c) maintaining the engine and brake oils and coolant level and tyre pressures; (d) using the correct fuel type; and (e) making sure it is not overloaded.

5.9 You must inform Us immediately if: (a) a warning light or fault message appears; (b) You see or become aware of low engine or brake oils, or engine coolant levels; or (c) the Vehicle develops any fault during the Rental Period, If You fail to notify Us and continue to use the Vehicle You will be responsible for any Damage or Third Party Loss.

Repairs and towing

5.10 You must not let anyone else repair or work on the Vehicle or tow or salvage it without Our prior written authority to do so.

5.11 Where We have given You Our prior authority to repair the Vehicle You must keep and produce to Us the original tax invoices and receipts for any repairs, towing or salvage and You will be reimbursed only if these expenses have been authorised by Us. Any entitlement to reimbursement is subject to there being no Major Breach of the Rental Contract.

Vehicle after an accident

5.12 You must not leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator, except where leaving the scene is medically necessary and supported by a doctor's report. You must notify Us immediately of the Accident and comply with the reporting requirements set out in clause 10.4.

6. Toll charges

6.1 When the Vehicle travels on toll-roads, toll usage will be recorded automatically.

6.2 After We receive invoices from the toll road operator, all toll amounts plus surcharge of AUD 2.20 per toll transaction will be debited from Your nominated accepted payment card within a reasonable time, prior to the refund of the Bond.

6.3 Additional fees and services

Additional Driver: AUD 5 per day per driver, maximum AUD 40 per rental.
Child Seats: AUD 10 per day, maximum AUD 80 per rental, subject to availability.
GPS navigation: AUD 20 per day, subject to availability.
Snow Chains: AUD 15 per day, maximum AUD 150 per rental, available on request.
Extended Roadside Protection: AUD 5 per day, maximum AUD 150 per rental. This covers lock-out, flat-tyre assistance, jump-start and out-of-fuel assistance; damage costs remain subject to the selected protection package.
Island / Ferryboat Travel Fee: AUD 60, mandatory for permitted ferry or island travel and subject to prior approval. If the customer travels without the required coverage and vehicle damage occurs, all other insurance coverage is invalid and the customer is liable for all damage.
Unattended Drop-off: AUD 100, only when approved in advance.
Wrong Fuel Penalty: AUD 250, excluding towing, repair, replacement fuel and other related expenses.
Damage Handling Fee: AUD 165 in the event of vehicle damage or theft.
Excessive Vehicle Cleaning Fee: AUD 250–500. Pre-Cleaning option: AUD 35; this does not cover heavy or biological contamination.
Smoking Penalty: AUD 500.
Traffic Violation Administration Fee: AUD 70 per notice processed.

Out of Hours Pick-up / Drop-off: An Out-of-Hours (OOH) fee of AUD 50 applies to all pick-ups and drop-offs between 18:01 (6:01 PM) and 08:59 (8:59 AM). On all public holidays, the OOH fee applies throughout the entire day (00:00–23:59), regardless of the pick-up or drop-off time. The fee is AUD 50 for all public holidays, except Christmas Day, New Year's Day and Easter, when a fee of AUD 100 applies.

7. Damage Cover

Damage Cover and excess

7.1 Basic Protection is included in the Rental Charges and includes CDW, Theft Protection and third-party liability (TPL). The standard Damage Excess is AUD 6,500 and the security deposit is AUD 800. TPL is included up to AUD 10,000,000 subject to the applicable insurer/policy limits and these Terms and Conditions.

Young and Senior Driver Fees

7.2 A Young Driver Fee of AUD 10 per day (maximum AUD 150 per rental) applies to drivers aged 21 to 24. A Senior Driver Fee of AUD 10 per day (maximum AUD 150 per rental) applies to drivers aged 80 to 85.

Charging the Damage Excess

7.3 Where a Damage Excess is payable, We may charge up to the applicable excess shown for the selected protection package after obtaining reasonable supporting information such as a repair estimate, tax invoice or third-party loss documentation. The security deposit is separate from the Damage Excess and may be used for fuel, fines, missing equipment, cleaning, excluded damage and other unpaid rental obligations.

Collision Damage Waiver (CDW)

7.4 Protection packages and options are available as follows: (a) CDW+ – AUD 29 or AUD 35 per day depending on vehicle category; excess AUD 550 or AUD 1,500; deposit AUD 500; WUG not included; (b) Medium Protect – AUD 29 or AUD 35 per day depending on vehicle category; excess AUD 550 or AUD 1,500; deposit AUD 500; includes Basic Protection and CDW+ but does not include WUG; (c) Total Protect – AUD 39 or AUD 49 per day; excess AUD 0; deposit AUD 50; includes Basic Protection, CDW+, SCDW and WUG; (d) SCDW – AUD 34 or AUD 44 per day; excess AUD 0; deposit AUD 50; does not include WUG; (e) Care Free Protect – Debit – AUD 60 per day; excess AUD 0; deposit AUD 50; available where an eligible Visa or Mastercard debit card is used for the deposit; and (f) WUG – AUD 15, AUD 18 or AUD 20 per day depending on vehicle category. WUG covers eligible wheels/tyres, underbody and glass damage, subject to all general exclusions.

8. Damage Cover Exclusions

8.1 There is no Damage Cover for Damage or Third Party Loss arising from a Major Breach of the Rental Contract, use by an unauthorised or ineligible driver, Overhead Damage, prohibited/off-road or unsealed-road use, immersion in water, negligence, driving under the influence, mis-fuelling, prohibited territories, or failure to comply with required accident/theft reporting and documentation. Eligible wheels/tyres, underbody and glass damage may be covered only where WUG has been purchased or is included in the selected protection package.

8.2 Protection packages do not cover personal belongings; lost or damaged keys or vehicle documents; traffic, parking or infringement fines; vehicle interior damage; deliberate misuse; burnt clutch; water damage; animal-caused damage; wind-gust damage to doors/frames/hinges; or other losses excluded under these Terms and Conditions. General exclusions apply regardless of the protection package selected.

8.3 In addition to the exclusions stated in clauses 8.1 and 8.2, Damage Cover and all optional protection packages are void in the following circumstances: (a) use of the Vehicle in violation of traffic regulations, including exceeding the legal speed limit, running a red light or committing similar violations; (b) damage or accidents caused by cargo carried in the Vehicle; (c) failure to immediately notify Us of an Accident or theft, or leaving the scene of an Accident, except where medically necessary and supported by a doctor's report; (d) failure to obtain and provide required police reports, alcohol test reports or other mandatory incident documentation within 48 hours; (e) failure to return the original Vehicle key in the event of theft; or (f) retaining the Vehicle beyond the agreed Rental Period without Our prior approval.

9. Rental Period, costs and charges

Rental period and return

9.1 The Rental Agreement shows the Rental Period and Rental Charges. Minimum advance booking notice is 12 hours. Without prior notification, a reserved Vehicle will be held for 2 hours after the scheduled pick-up time, after which We may release it. Mileage is unlimited. There is no refund for early return or late collection. Reservation modifications must be requested at least 48 hours before the scheduled rental commencement and are subject to availability and approval.

9.2 You must return the Vehicle on the date and by the time shown in the Rental Agreement. If You fail to return the Vehicle, We may terminate the Rental Contract and if the location of the Vehicle is known, recover it by lawful means or if it is unknown, after making reasonable attempts to contact You, report the Vehicle as stolen to the Police.

Late returns and after hours

9.3 A 1-hour grace period applies to the scheduled return time. After the grace period, an additional full rental day may be charged at the applicable rental rate, inclusive of GST. Approved out-of-hours pick-up or return is subject to the applicable out-of-hours fee.

Different return location

9.4 One-way rentals between Melbourne Airport and Brisbane Airport are subject to an AUD 2,550 one-way fee in either direction. If You collect or return the Vehicle at a location different from the agreed reservation or Rental Agreement without prior approval, an additional AUD 500 fee applies together with the applicable one-way rental fee. The rental office must be informed of any one-way rental prior to vehicle pick-up. Additionally, vehicle exchanges at a different location are not permitted without prior approval from the rental office.

Charges at the end of the rental

9.5 At the End of the Rental You must: (a) return the Vehicle: (i) in the same condition it was in at the Start of the Rental, fair wear and tear excepted; and (ii) with the same fuel level as at pick-up; (b) pay: (i) the Rental Charges; (ii) the Damage Excess if there is Damage or Third Party Loss as a result of an Accident or the Vehicle is stolen; (iii) any costs We incur, including extra cleaning costs under clause 5.2, in reinstating the Vehicle to the same condition it was in at the Start of the Rental, fair wear and tear excluded; (iv) for all Damage arising from a Major Breach of the Rental Contract; (v) for all Overhead Damage; (vi) for Underbody Damage not covered by WUG purchased separately or included in the selected protection package, subject to the applicable general exclusions; and (vii) for any Damage caused by the immersion of the Vehicle in water.

Adjustments and outstanding amounts

9.6 Exchange rate fluctuations All transactions under this agreement are calculated in Australian dollars. Due to exchange rate fluctuations and bank charges there may be a variance between amounts charged and amounts refunded to Your accepted payment card. We accept no liability for any such variations.

Payment Card Authority

9.7 Payment Card Authority: If any amount is due to Us, including the applicable Damage Excess under clauses 7.1, 7.3 and 7.4, or remains unpaid, You authorise Us to debit Your accepted payment card for that amount within a reasonable time after the End of the Rental, subject to the terms of the Rental Contract and applicable law.

9.8 Default in payment If You default in the payment of any moneys owed to Us under the Rental Contract, You authorise Us to provide information of that default to a credit reporting body and to obtain an up to date consumer credit report on You. Personal information may be used and disclosed by the credit reporting body in accordance with the Privacy Act to create or maintain a credit information file containing information about You, including defaults in excess of 60 days and the debt owed to Us.

Cancellation

9.9 Cancellation: Bookings may be cancelled before the Start of the Rental subject to the applicable booking channel and rate conditions. Unless expressly stated in the applicable booking terms, these Terms and Conditions do not impose a separate 24-hour cancellation charge. No refund applies for early return or late collection.

10. Accidents or breakdowns

Vehicle breakdowns and assistance

10.1 We will provide You with a Vehicle that is of acceptable quality and in good working but breakdowns do occur. If the Vehicle breaks down during the Rental Period You must contact Us to arrange assistance. We will recover and repair the Vehicle as soon as possible but if it cannot be repaired We will use Our best endeavours to provide a replacement Vehicle where one is available.

10.2 Unless a breakdown occurs as a result of Our negligence, We are not responsible for any consequential loss You may suffer.

Excluded roadside assistance services

10.3 Without Extended Roadside Protection, extra charges apply for driver-caused roadside assistance including incorrect fuel, flat battery caused by lights/electrical equipment being left on, tyre changing, lost keys, keys locked in the Vehicle and running out of fuel. Extended Roadside Protection is available for AUD 5 per day, maximum AUD 150 per rental, and covers lock-out, flat-tyre assistance, jump-start and out-of-fuel assistance. Any vehicle damage caused by driver negligence will be charged to the customer in the full amount of repair costs, regardless of the protection package selected.

Accident and theft reporting

10.4 Accident and theft reporting: You or any Authorised Driver must notify Carwiz immediately of any Accident or theft and complete the required Accident/Theft report. Where Police reporting or alcohol testing is required, the relevant police and alcohol test reports and other required incident documentation must be obtained and provided to Us within 48 hours. You must exchange party details, obtain witness details, take reasonable photos, not admit liability, and cooperate with Us in relation to any claim or legal proceeding.

10.5 If an Accident renders the Vehicle unfit to drive, Carwiz may provide a replacement Vehicle at its discretion and subject to availability and the selected protection package. Where a replacement Vehicle is delivered, You are responsible for the applicable damage-related costs plus an AUD 1,000 replacement Vehicle delivery fee, subject to the applicable protection coverage. Carwiz is not responsible for consequential transport costs unless required by law.

11. Consequences of a Major Breach of the Rental Contract

11.1 If You or any Authorised Driver: (a) commit a Major Breach of the Rental Contract in a way that causes Damage, theft of the Vehicle or Third Party Loss; (b) abandon the Vehicle; or (c) drive the Vehicle in a reckless manner so that a substantial breach of road safety legislation, including the Crimes Act 1958 (Vic) or the Road Safety Act 1968 (Vic) has occurred, You and any Authorised Driver: (i) have no Damage Cover; (ii) are liable for all Damage, theft of the Vehicle and Third Party Loss; and (iii) are liable for and must pay any additional costs or expenses We incur as a direct consequence.

11.2 Acting reasonably, We may terminate the Rental Contract and take immediate possession of the Vehicle if a breach of any part of clause 11.1 has occurred.

12. Definitions

Accident

Means an unintended and unforeseen incident, including: (a) a collision between the Vehicle and another vehicle or object, including animals and roadside infrastructure; (b) fire; (c) break-in or vandalism; (d) rollover; and (e) a weather event, including hail, storms or natural disasters, that results in Damage, theft of the Vehicle or Third Party Loss.

Authorised Driver means any driver of the Vehicle who is approved by Us and who is recorded on the Rental Agreement prior to the Start of the Rental.

Bond means the security deposit collected at the Start of the Rental: AUD 800 for Basic Protection, AUD 500 for Medium Protect, and AUD 50 for Total Protect, SCDW and Care Free Protect – Debit. The Bond secures Rental Charges and other fees and charges incurred during the Rental.

Damage means: (a) any loss or damage to the Vehicle including its parts, components and accessories, including the GPS unit, that is not fair wear and tear; (b) towing and salvage costs; (c) assessing fees; (d) claims administration fee; and (e) Loss of Use, unroadworthy is not fair wear and tear.

Damage Excess means the amount, including GST, up to which You must pay Us in the event of an Accident that causes Damage or Third Party Loss or the Vehicle has been stolen.

End of the Rental means the date and time shown in the Rental Agreement or the date and time the Vehicle is returned to Us, whichever is the later.

Loss of Use means Our loss calculated on a daily basis at the daily rate shown in the Rental Agreement because the Vehicle is being repaired or replaced if it is written off as a result of an Accident or it has been stolen.

Major Breach means a breach of any of clauses, 2.1, 2.2, 2.3, 2.4, 3.1, 3.2, 3.3, 3.4, 3.5, 4.1, 4.2, 4.3, 5.7, 5.8, 5.9, 5.10, or 5.12, that causes Damage, theft of the Vehicle or Third Party Loss.

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.

Overhead Damage means: (a) Damage at or above the level of the top of the front windscreen of the Vehicle; or (b) 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.

Rental Charges means the charges payable for renting the Vehicle from Us together with GST and any other taxes or levies which are all fully set out in the Rental Agreement.

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Rental Location means the location from which the Vehicle is rented, as shown on the Rental Agreement.
Rental Period means the period commencing at the time shown in the Rental Agreement and concluding at the End of the Rental.
Start of the Rental means the date and time that the rental commences as shown in the Rental Agreement.
Third Party Loss means loss or damage to third party property, including other motor vehicles and any claim for third party loss of income.
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.
Unsealed Road means a road that has been formed and constructed but is not sealed with a hard material such as tar, bitumen or concrete.
Vehicle means the Vehicle described in the Rental Agreement and includes its parts, components and accessories, including the GPS unit.
We, Us, Our, means Carwiz.
You, Your means the person, whether it is an individual, a firm or company or government agency that rents the Vehicle from Us and whose name is shown in the Rental Agreement.