

RENTAL TERMS AND CONDITIONS

1 Introduction

1.1 This Agreement

In consideration of Your entry into the primary agreement for the repair of Your Vehicle, We agree to supply You with a Rental Vehicle for the Rental Period (**Agreement**) and both parties acknowledge and agree that this Agreement constitutes a separate, legally binding collateral contract independent of the primary agreement for repair of Your Vehicle.

1.2 Rental terms and conditions

Your rental of the Rental Vehicle from Us is subject to these terms and conditions of rental (**Terms and Conditions**) which create binding and enforceable legal obligations and Your signature on the Rental Agreement confirms Your acceptance of those legal obligations and that You are bound by them.

2 Recovery of Rental Charges

2.1 Liability for Rental Charges

Subject to clause 2.2(b) of this Agreement You are liable to Us for the Rental Charges.

2.2 Recover Claim

If the Rental Charges become the subject of a Recovery Claim We will not require payment of the Rental Charges from You while the Recovery Claim is ongoing, subject to:

- (a) there being no breach of Your obligations in this Agreement; and
- (b) this Agreement not being cancelled or terminated prior to the Recovery Claim being finalised.

2.3 Appointment as agent

By signing this Agreement You are irrevocably appointing Us as Your agent, representative and duly authorised attorney to recover the Rental Charges by whatever means are reasonably necessary, including instructing a Recovery Firm to act on Your behalf.

2.4 Rental charges

- (a) You agree:
 - (i) to cooperate and provide all reasonable assistance to Us and Our Recovery Firm; and
 - (ii) to ensure the co-operation of the driver of Your Vehicle that was Damaged in the Accident, in recovering the Rental Charges from the At Fault Party; and
 - (iii) to act in Our best interests and not in any way delay or hold up the timely recovery of the Rental Charges.
- (b) Subject to You fulfilling Your obligations under this Agreement, upon Our recovery of the Rental Charges from the At Fault Party You will be released from liability for those Rental Charges, except for the Additional Costs and Charges for which You shall remain liable and the parties acknowledge and agree that this release constitutes sufficient consideration for Your obligations under this Agreement.

3 Who may drive the Rental Vehicle?



IMPORTANT NOTICE

A breach of any part of this clause 3 is a Major Breach of the Agreement that excludes Your entitlement to Damage Cover. See clause 14 (Major Breach) for further details

3.1 Authorised Drivers

- (a) Only You or an Authorised Driver, who each meet all of the requirements of this clause 1, can drive the Rental Vehicle.
- (b) Allowing anyone who is not an Authorised Driver to drive constitutes a Major Breach of the Agreement that excludes You and any Authorised Driver from all entitlement to Damage Cover indemnity under clause 7 of these Terms and Conditions.

3.2 Age limits

You and any Authorised Driver **must** be at least 18 and not over 75 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.

3.3 Licence requirements

- (a) You and any Authorised Driver **must** have a current valid licence to drive the Rental Vehicle.

- (b) Your licence **must** be:
 - (i) issued in an Australian state or territory or an international licence written in English, or if not in English is accompanied by either:
 - (A) a valid International Driving Permit; or
 - (B) an accurate translation of Your licence into English, issued by the National Accreditation Authority for Translators and Interpreters (NAATI) that includes a full explanation written in English of any condition to which Your licence is subject and the category of vehicle for which Your licence was issued;
 - (ii) valid for the state or territory in which the Rental Vehicle is driven if the licence was issued in a different state or territory or an overseas country;
 - (iii) appropriate for the class of the Rental Vehicle; and
 - (iv) not subject to any restriction or condition.
- (c) Learner drivers and provisional and probationary licence holders are not acceptable and **must not** drive the Rental Vehicle.

3.4 **Cancelled and suspended licences**

The Vehicle **must not** be driven by You or an Authorised Driver if Your licence or that of the Authorised Driver is cancelled or suspended, including as a result of an accumulation of demerit points; or

3.5 **Prior insurance history**

The Vehicle **must not** be driven by You or an Authorised Driver if either You or the Authorised Driver has been refused motor vehicle insurance or had a policy of motor insurance cancelled or declined by an insurer at any time prior to entering into the Agreement.

4 **Prohibited use**



IMPORTANT NOTICE

A breach of any part of this clause 4 is a Major Breach of the Agreement that excludes Your entitlement to Damage Cover. See clause 14 (Major Breach) for further details.

4.1 **Prohibited driving**

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 there is Damage to the Rental Vehicle that makes it unroadworthy or unsafe.

4.2 **Prohibited conduct**

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 Rental Vehicle:
 - (i) for any illegal purpose;
 - (ii) to move or carry dangerous, hazardous, biohazardous, infectious, or inflammable, goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
 - (iii) to carry or transport illegal drugs or substances;
 - (iv) in connection with the motor trade for experiments, tests, trials or demonstration purposes;
 - (v) in racing, rallies, reliability trials, speed or hill climbing tests, or for testing in preparation thereof; or
 - (vi) in an unsafe or unroadworthy condition; or
- (c) use a mobile phone in a moving or stationary Vehicle that is not parked:
 - (i) to make or receive a phone call;
 - (ii) to send a text message, video message, or email;
 - (iii) to perform any audio function; or
 - (iv) as a navigational device,

unless the body of the phone is securely mounted in the Rental Vehicle and its operation does not involve scrolling on the device or entering information, text, numbers or symbols, except if that operation can be performed using voice controls only; or

4.3 **Prohibited actions**

- (a) You and any Authorised Driver **must not**:
 - (i) damage the Rental Vehicle deliberately, intentionally, maliciously or recklessly or allow anyone else to do so;
 - (ii) modify the Rental Vehicle in any way or make any alteration or addition to it and no decals, branding or logos may be applied or removed from the Rental Vehicle;

- (iii) sell, rent, lease or dispose of the Rental Vehicle; or
 - (iv) register or claim to be entitled to register any interest in the Rental Vehicle under the Personal Property Securities Act 2009.
- (b) You and any Authorised Driver **must not** use the Rental Vehicle to carry:
 - (i) passengers for hire, fare or reward except:
 - (A) under a private pooling arrangement; or
 - (B) where the Rental Vehicle has been booked via a ride sharing platform or food delivery service;
 - (ii) more than the number of passengers for which the Rental Vehicle is licenced; or
 - (iii) any load that exceeds the limits for which the Rental Vehicle was designed, constructed, registered or licenced.

5 Prohibited areas of use



IMPORTANT NOTICE

A breach of any part of this clause 5 is a Major Breach of the Agreement that excludes Your entitlement to Damage Cover. See clause 14 (Major Breach) for further details.

5.1 Prohibited roads

The Vehicle **must never** be driven:

- (a) on an Unsealed Road;
- (b) Off Road; or
- (c) above the Snow Line or on any road where snow has fallen or is likely to fall.

5.2 Prohibited areas

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, sand dunes, streams, rivers, creeks, salt lakes, dams and floodwaters or any area exposed to saltwater;
- (c) any road where the police or an authority has issued a current warning;
- (d) any road that is closed; and
- (e) any road where it would be unsafe to drive the Rental Vehicle.

5.3 Prohibited areas without prior approval

The Vehicle **must never** be driven, used or taken:

- (a) interstate; or
- (b) onto any island that is off mainland Australia,

unless We have given Our written permission prior to the Start of the Rental and it is noted on the Rental Agreement.

6 Your obligations



IMPORTANT NOTICE

A breach of clause 6.1 is a Major Breach of the Agreement that excludes Your entitlement to Damage Cover. See clause 14 (Major Breach) for further details.

6.1 No false and misleading information

- (a) You and any Authorised Driver **must** take all reasonable steps to ensure that the information supplied to Us at the Start of the Rental is accurate, complete and up-to-date and is not false or misleading.
- (b) In entering into the Agreement with You We have relied upon the information You and any Authorised Driver have provided to Us and:
 - (i) the wilful supply of false or misleading information, including false name, age, address, occupation or driver's licence details; or
 - (ii) acting in collusion with any other person to supply such false or misleading information, is a Major Breach of the Agreement.

6.2 Start of the Rental

(a) At the Start of the Rental and before collecting the Rental Vehicle You **must**:

- (i) present Your driver's licence and that of any Authorised Driver and permit copies of the drivers' licences to be made and kept by Us;
- (ii) present Your passport if You are not an Australian citizen; and
- (iii) fully inspect the Rental Vehicle to ensure that the condition of the Rental Vehicle and any pre-existing damage is accurately noted and shown in the Handover Inspection Report and if there is any discrepancy You **must** notify Us within one (1) hour of leaving the Rental Depot.

- (b) To avoid any disputes regarding pre-existing Damage We recommend that at pick-up You photograph (at a minimum) the front, rear, sides and interior of the Rental Vehicle and if taken, those photos **must**:
 - (i) be made available to Us if there is a dispute about pre-existing Damage; and
 - (ii) retained by You for a reasonable period after the end of the Rental Period.
- 6.3 **Regular inspection of the Rental Vehicle**

During the Rental Period You **must** inspect the Rental Vehicle regularly, and no less than weekly, for oil, water and fuel leaks and Damage and also check the tyre pressures.
- 6.4 **No Pets**
 - (a) You **must not** use the Rental Vehicle for transporting any pets or animals, with the exception of accredited or trained assistance animals, unless specifically approved by Us.
 - (b) Additional cleaning, disinfection and deodorising charges of up to \$110 will apply.
- 6.5 **No Smoking or carrying infectious or hazardous waste**
 - (a) You **must not**
 - (i) smoke in the Rental Vehicle (including the use of vapes e-cigarettes) and You **must** take reasonable steps to prevent passengers from doing so as it is an offence in Victoria and some Australian states to smoke in a vehicle where there are passengers of less than 18 years of age; or
 - (ii) use the Rental Vehicle to move infectious, biohazardous or biomedical waste.
 - (b) Additional cleaning, disinfection and deodorising charges of up to \$110 will apply.
- 6.6 **Seat belts and restraints**

You **must** comply with all mandatory:

 - (a) 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; and
 - (b) child restraint laws and ensure that for all children under the age of seven years the restraint has been fitted correctly according to the weight and age of the child and that the restraint is properly adjusted and fastened.

7 Care of the Rental Vehicle



IMPORTANT NOTICE

A breach of any of clauses 7.1, 7.2, 7.3, 7.4, 7.5, 7.7, or 7.8 is a Major Breach of the Agreement that excludes Your entitlement to Damage Cover. See clause 14 (Major Breach) for further details.

- 7.1 **Rental Vehicle to be locked and keys kept in Your possession**
 - (a) You and any Authorised Driver **must** make sure that the Rental Vehicle is locked when not in use or unattended and the keys, keyless start or remote door control device **must** be kept in Your possession, or that of any Authorised Driver, at all times and never left in the ignition or in the Rental Vehicle when it is unattended.
 - (b) In the event of a theft of the Rental Vehicle, You **must** be able to produce the keys, keyless start or remote door control device to Us **unless** You can provide a reasonable explanation for being unable to do so.
- 7.2 **Reasonable care**

You and any Authorised Driver **must** take reasonable care of the Rental Vehicle by:

 - (a) preventing it from being damaged or stolen;
 - (b) making sure it is protected from inclement weather or floods;
 - (c) using any security device fitted to, or supplied with, the Rental Vehicle;
 - (d) properly securing any goods, property or equipment carried in the Rental Vehicle;
 - (e) maintaining the engine and brake oils and coolant level and tyre pressures;
 - (f) using the correct fuel type; and
 - (g) making sure it is not overloaded by the number of persons or by the weight of goods carried.
- 7.3 **Maintenance and inspection for longer term rentals**
 - (a) If the Rental Period is longer than 30 days You **must** return the Rental Vehicle to the Rental Depot for it to be serviced or exchanged when:
 - (i) the next scheduled service is due, as noted on the sticker on the inside of the windscreen;
 - (ii) a service indicator is illuminated on the dashboard; or
 - (iii) the Rental Vehicle has travelled 10,000 kilometres since the Start of the Rental or since it was last serviced,whichever comes first.
 - (b) We will pay for the service, parts, tyres and any other issues with the Rental Vehicle providing that these issues were not caused by You or any Authorised Driver.

- (c) If You fail to have the Rental Vehicle serviced You will be liable for any Damage caused to the Rental Vehicle.
- (d) We also reserve the right to request that the Rental Vehicle be returned to the Rental Depot monthly for its condition to be inspected or alternatively, to require You to supply the Rental Vehicle's current odometer reading and provide details of the Rental Vehicle's condition, including the provision of photos of the Rental Vehicle's condition and of any Damage.

7.4 Notification of Vehicle fault

- (a) You **must** inform Us immediately if:
 - (i) the Rental Vehicle breaks down;
 - (ii) any warning lights or messages becoming illuminated or displayed in the Rental Vehicle;
 - (iii) You see or become aware of low engine or brake oils, or engine coolant levels; or
 - (iv) the Rental Vehicle develops any fault during the Rental Period.
- (b) If You fail to notify Us and continue to use the Rental Vehicle You will be responsible for any Damage or Third Party Loss.

7.5 Repair without authority prohibited

You **must not**:

- (a) make any repairs to the Rental Vehicle;
 - (b) let anyone else repair or work on the Rental Vehicle; or
 - (c) tow or salvage the Rental Vehicle,
- without Our prior written authority.

7.6 Repair with authority

Where We have given You Our prior authority to repair the Rental Vehicle as the result of a breakdown or Vehicle fault, 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.

7.7 Overhead Damage

- (a) There is no Damage Cover for Overhead Damage to the Rental Vehicle.
- (b) Before entering or exiting any building (such as car parks, shopping centres, service stations, warehouses, residential garages and drive-through facilities) or passing under bridges, through tunnels or along tree lined streets You **must** check there is adequate clearance between the Rental Vehicle and the lowest overhead point of any building, structure or object.

7.8 Underbody Damage

- (a) There is no Damage Cover for Underbody Damage to the Rental Vehicle.
- (b) You **must** ensure the Rental Vehicle does not come into contact with any part of the roadway or any object or obstruction that will cause Underbody Damage to the Rental Vehicle.
- (c) There is no entitlement to reimbursement if the breakdown or fault was caused by an Accident or is the result of a Major Breach of the Agreement.

7.9 Staying with the Rental Vehicle after an Accident

You **must not** leave the Rental Vehicle unattended following an Accident and before the arrival of a tow or salvage operator unless You or a passenger has been injured and require medical attention or You are directed to do so by the police or emergency services.

8 Additional Costs and Charges

8.1 Fines and infringements

- (a) You and any Authorised Driver **must** pay:
 - (i) fines or charges imposed for parking;
 - (ii) infringements and fines imposed for speeding and other driving offences; and
 - (iii) fines or charges imposed for release of the Rental Vehicle if it has been seized by a regulatory authority.
- (b) An administrative fee applies if We are required to nominate You as the responsible driver if any fine or infringement is unpaid.
- (c) If We have paid any amount for which You are liable under this clause 8.1, You will be charged that amount plus an administrative fee.

8.2 Tolls

- (a) You and any Authorised Driver **must** pay all tolls.
- (b) If an electronic tag (**e-tag**) is fitted for use of the Rental Vehicle on toll roads:
 - (i) the e-tag **must not** be removed from the Rental Vehicle; and
 - (ii) all toll charges will be debited from Your nominated credit card within a reasonable time after We receive an invoice from the toll road operator.
- (c) If an e-tag is not fitted to the Rental Vehicle:

- (i) it is Your responsibility to fit an e-tag to the Rental Vehicle or purchase a day pass for payment of tolls when using the Rental Vehicle on toll roads; and
 - (ii) If You fail to do so and We are required to nominate You as the responsible party We will charge You an administrative fee for each nomination.
- (d) If We have paid any amount for which You are liable under this clause 8.2, You will be charged that amount plus an administrative fee.
- 8.3 **Fuel Charges:**

If You return the Rental Vehicle with less than the level of fuel recorded on the Rental Agreement you will be charged an administrative fee of \$55.00 plus the cost of the fuel.
- 8.4 **Excessively dirty Vehicle cleaning charge:**
 - (a) A charge of up to \$440.00 applies for cleaning an excessively dirty vehicle.
 - (b) The Vehicle will be deemed an excessively dirty Vehicle if You, or any Authorised Driver or any other occupant(s) smoke any substance inside the Rental Vehicle, or if the Rental Vehicle has been used to carry animals (excluding accredited or trained assistance animals).
- 8.5 **Vehicle Recovery after an Accident or Lost Rental Vehicle Keys:**

A minimum charge of \$150.00 or such higher reasonable charge depending on the distance travelled and time and/or difficulty associated with the recovery of the Rental Vehicle, for the cost of recovery and/or towing of the Rental Vehicle in the event of an Accident or if You lose the Rental Vehicle's keys.
- 8.6 **Replacing Lost Rental Vehicle Keys:**

A minimum charge of \$165.00 up to a maximum of \$1,100.00 for the cost of replacing lost Rental Vehicle keys.
- 8.7 **Card Surcharges:**

A charge of 1.5%, or such higher percentage as set by Our financial institution, for any amount charged to Your credit or debit card.
- 8.8 **GST**
 - (a) Unless otherwise indicated, all fees and charges are inclusive of GST.
 - (b) If GST is stated as not inclusive, You are liable for any GST payable.

9 Damage Cover

- 9.1 **Damage Excess**
 - (a) Standard Damage Cover is included in the Rental Charges.
 - (b) Subject to these Terms and Conditions, We will indemnify You and any Authorised Driver for any Damage to the Rental Vehicle, its theft and Third Party Loss but You **must** pay up to the Damage Excess shown on the Rental Agreement for each Accident or theft claim.
- 9.2 **When is the Damage Excess payable?**
 - (a) Unless You have expressly authorised a charge to Your credit card at an earlier time an amount up to, but not exceeding, the Damage Excess will be charged to Your credit card as follows:
 - (i) for single vehicle Accidents:
 - (A) if the Rental Vehicle has substantial Damage and We reasonably believe the cost of repairs or replacement cost will exceed the Damage Excess amount, the full Damage Excess; or
 - (B) if the Damage is not substantial, the amount We have reasonably estimated to be the cost of repair, but not more than, the Damage Excess;
 - (ii) if the Rental Vehicle has been stolen, after We have made reasonable enquiries and, in Our opinion, it is unlikely the Rental Vehicle will be recovered, the full Damage Excess; and
 - (iii) for Accidents in which there is also Third Party Loss, after We have made an estimate of Your total liability but not more than the full Damage Excess.
 - (b) Supporting documents and particulars of a claim for Damage and Third Party Loss will be forwarded to You as soon as practicable.
- 9.3 **Younger age additional Damage Excess**

If You or any Authorised Driver is aged 18 to 20 years, an additional Damage Excess of \$2,000 applies to Your rental.
- 9.4 **Exemption from paying the Damage Excess**

You will not have to pay the Damage Excess shown in the Rental Agreement for a claim for Damage or Third Party Loss if all of the following apply:

 - (a) You have fully completed an Incident Report Form with:
 - (i) the name, residential address, contact phone, email address and licence number of any person involved (**Third Party**);
 - (ii) the registration number of all vehicles involved;
 - (iii) an accurate written and diagrammatic description of the Accident and location; and

- (iv) the names and addresses of all attending police officers and the stations at which they are based;
 - (b) You have taken all necessary steps to assist Us in Our investigation of the Accident or theft claim;
 - (c) We believe You were not at fault for an Accident involving a Third Party;
 - (d) You have supplied or We have established the name of the insurer of any Third Party You believe was at fault and the insurer will agree to pay Us for the Damage; and
 - (e) You are an Australian citizen and You hold an Australian driver's licence.
- 9.5 Refund of Damage Excess paid**
- (a) We will refund any amount You have paid for the Damage Excess as soon as practicable:
 - (i) in full, if We recover the Damage from a responsible third party or their insurer or successfully reject or defend a claim for Third Party Loss;
 - (ii) in part, if the repair cost to the Rental Vehicle is less than the amount You have paid;
 - (iii) in part, if a claim for Third Party Loss is rejected or defended for an amount less than the Damage Excess; or
 - (iv) on a pro rata basis if We recover only a proportion of any amount We have claimed against a Third Party for Damage.
 - (b) In making a refund We may take into account all reasonable administrative, collection agency and legal costs incurred in connection with the recovery of the Damage cost or rejection or defence of a claim for Third Party Loss.
- 9.6 Claims Administration fee**
- All Accident, attempted theft and theft claims will incur a claims administration fee of \$110 in addition to the Damage Excess liability. This fee is to compensate Us for the labour and associated costs with processing Your claim.
- 9.7 Replacement Vehicle following a major Accident**
- Acting reasonably, We reserve the right not to replace the Rental Vehicle if it is involved in a major Accident or there has been substantial Damage to it and a replacement vehicle is always subject to availability.

10 Damage Cover Exclusions

10.1 General exclusions

Even if You have paid the Damage Excess, there is no Damage Cover, and You and any Authorised Driver are liable for:

- (a) Damage, including Loss of Use, and Third Party Loss arising from:
 - (i) a Major Breach of the Agreement;
 - (ii) any deliberate, intentional, malicious or criminal act by You, an Authorised Driver or any person who is acting with Your express or implied consent; or
 - (iii) the use of the Rental Vehicle by any driver who is not an Authorised Driver or who is less than 18 or more than 75 years of age;
- (b) Overhead Damage;
- (c) Underbody Damage;
- (d) Damage caused by:
 - (i) immersion of the Rental Vehicle in water, including salt water; or
 - (ii) use of the incorrect fuel type;
- (e) damage to the tyres or rims of the Rental Vehicle, other than by normal wear and tear;
- (f) the full cost of replacing or repairing any accessories supplied by Us including, but not limited to GPS units, lost keys, keyless start and remote door control devices tool kits, spare tyres and first aid kits;
- (g) Damage caused by use of the incorrect fuel type;
- (h) Damage or Third Party Loss caused or contributed to by You where You leave the scene of the Accident prior to the attendance of the police or reporting the Accident to the police;
- (i) any loss, damage or deterioration of any goods or property carried in or on the Rental Vehicle and You agree to fully indemnify Us for any loss, damage or deterioration of those goods or property unless it arises as a result of Our negligence; and
- (j) Damage caused by jump starting or attempting to jump start an electric Vehicle.

10.2 Lack of co-operation exclusion

Your entitlement to Damage Cover will be reduced to the extent We are prejudiced as a result of any delay or failure by You or any Authorised Driver to comply with Your obligations under clause 12 of these Terms and Conditions.

10.3 Exclusion for personal items

There is also no Damage Cover for personal property in the custody of or owned by:

- (a) You;

- (b) Your relative, friend or associate who ordinarily resides with You or with whom You ordinarily reside;
 - (c) any relative, friend or associate of an Authorised Driver; or
 - (d) Your employees,
- that is stolen from the Rental Vehicle, lost or damaged during the Rental Period or left in the Rental Vehicle after the Rental Vehicle is returned to the Rental Depot.

11 Breakdowns

11.1 Roadside assistance

- (a) We will provide You with a Vehicle that is of acceptable quality and in good working condition taking into account the age of the Rental Vehicle but breakdowns do occur.
- (b) Twenty-four-hour roadside assistance is provided free of charge for breakdowns (but not for Accidents) and if the Rental Vehicle breaks down during the Rental Period You **must** contact Us to arrange assistance. If the fault cannot be repaired on site We will recover and repair the Rental 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.

11.2 Assistance not covered

- (a) We are not responsible for:
 - (i) a flat battery;
 - (ii) wheel changing for a flat tyre;
 - (iii) lost keys, keyless start or remote door control device; or
 - (iv) keys, keyless start or remote door control device locked in the Rental Vehicle.Extra charges will apply if any of these services are provided at Your request.
- (b) Roadside assistance does not apply if:
 - (i) the incorrect fuel type is used; or
 - (ii) the breakdown is caused by a Major Breach,and You are liable for any Damage caused.

11.3 Consequential and other loss

Subject to the Australian Consumer Law, We are not responsible for:

- (a) flights You have missed;
- (b) holiday plans that are disrupted;
- (c) loss or inconvenience caused by natural disasters such as floods, cyclones, hailstorms, earthquakes, bushfires, or pandemics;
- (d) loss of enjoyment; or
- (e) consequential or economic loss.

12 Accident and theft reporting



IMPORTANT NOTICE

A breach of any part of this clause 12 is a Major Breach of the Agreement that excludes Your entitlement to Damage Cover. See clause 14 (Major Breach) for further details.

12.1 Reporting an Accident or theft to Us

- (a) If You or an Authorised Driver has an Accident or if the Rental Vehicle is stolen You **must**:
 - (i) contact Us to report the Accident or theft as soon as practicable, but in no case more than 24 hours of it occurring; and
 - (ii) subsequently fully complete an Incident Report Form.
- (b) The Incident Report Form should include as much information as is reasonably practical, including:
 - (i) the information listed in clause 12.3 regarding the contact details for the other driver and witnesses and an accurate written and diagrammatic description of the Accident and its location; and
 - (ii) the circumstances under which the Accident or theft occurred.
- (c) The Incident Report Form **must** be submitted to Us:
 - (i) within seven (7) days of the Accident or theft, or upon the return of the Rental Vehicle if it is returned to Us within that seven (7) day period; or
 - (ii) if the Rental Vehicle is stolen, immediately the theft of the Rental Vehicle is reported to the police.

12.2 Reporting an Accident or theft to the police

If the Rental Vehicle is stolen or if You or an Authorised Driver of the Rental Vehicle has an Accident where:

- (a) any person is injured;

- (b) the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or
 - (c) the other party appears to be under the influence of drugs or alcohol,
- You or the Authorised Driver **must** also report the theft or Accident to the police as soon as:
- (i) the theft is discovered; or
 - (ii) it is practical to do so after an Accident.

12.3 Steps You must take following an Accident

If You or an Authorised Driver have an Accident You and the Authorised Driver **must**:

- (a) make the Rental Vehicle secure;
- (b) exchange names and addresses, phone numbers and email addresses with the other driver;
- (c) obtain the name of the other driver's insurance company;
- (d) take a photo of the other driver's licence;
- (e) take the registration numbers of all vehicles involved;
- (f) take as many photos as is reasonable showing:
 - (i) the position of the Rental Vehicles before they are moved for towing or salvage;
 - (ii) the Damage to the Rental 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; and
- (g) obtain the names, addresses, phone numbers and email addresses of all witnesses.

12.4 Subsequent assistance

Subsequent to the Accident or theft You and any Authorised Driver **must**:

- (a) forward all third party correspondence or court documents to Us within seven (7) days of receipt;
- (b) co-operate with Us in the investigation of any Accident or theft claim and supply such further information as We or Our investigator may reasonably request within seven (7) days of receipt of such a request; and
- (c) co-operate with Us in the prosecution of any legal proceedings that We may institute or the defence of any legal proceedings which may be instituted against You or Us as a result of an Accident, including attending:
 - (i) Our lawyer's office; and
 - (ii) any Court hearing.

12.5 What You must not do

You and any Authorised Driver **must not**:

- (a) make any admission of fault;
- (b) make any offer or promise to pay or settle any claim for Third Party Loss; or
- (c) agree to indemnify, waive, or release any other party from liability to pay for Damage as a result of an Accident, theft or attempted theft.

12.6 Consequences of lack of co-operation

Your entitlement to Damage Cover will be reduced, including to nil, according to the extent We are prejudiced as a direct result of any delay in complying with:

- (a) the reporting obligations in clauses 12.1 and 12.2; and
- (b) the obligations in clause 12.4 to forward third party correspondence and court documents to Us within seven (7) days and to co-operate with Us in the investigation of any Accident or theft claim and the prosecution or defence of any legal proceedings.

13 End of the Rental Period

13.1 Return of the Rental Vehicle

- (a) You **must** return the Rental Vehicle:
 - (i) to the Rental Depot;
 - (ii) at the end of the Rental Period;
 - (iii) in a reasonable state of cleanliness;
 - (iv) in the same mechanical condition, it was in at the Start of the Rental, fair wear and tear excepted; and
 - (v) with the same level of fuel as at the Start of the Rental as shown on the Rental Agreement.
- (b) If You return the Rental Vehicle with less than level of fuel as at the Start of the Rental as shown on the Rental Agreement a refuelling charge of \$55 plus the cost of the fuel applies.

13.2 End of the Rental Period payments

At the end of the Rental Period, You **must** pay:

- (a) any charges for excess kilometres (if any);
- (b) the Damage Excess if there is Damage or Third Party Loss as a result of an Accident or the Rental Vehicle is stolen;
- (c) any costs We incur, including:
 - (i) refuelling costs; and
 - (ii) extra cleaning costs;
- (d) for all Damage and Third Party Loss arising from a Major Breach of the Agreement;; and
- (e) for all Damage and Third Party Loss for which Damage Cover is excluded pursuant to clause 10.1 or reduced pursuant to clause 10.2.

13.3 Credit card authority

By signing the Rental Agreement, You authorise Us to debit Your credit card within a reasonable time after the end of the Rental Period for any amount that is due to Us or remains unpaid, including:

- (a) tolls;
- (b) speeding and traffic fines and infringements;
- (c) fines or charges imposed for parking;
- (d) administrative charges for unpaid tolls, fines or infringements;
- (e) extra cleaning costs;
- (f) refuelling costs;
- (g) the Damage Excess; or
- (h) any amount due to Us as a result of a Major Breach.

13.4 Default in payment

- (a) By entering into the Agreement You have agreed to pay all of the amounts owed to Us under the Agreement.
- (b) Acting reasonably, We may decline all future hires if there is any default in payment of amounts due under the Agreement that exceeds a period of 14 days.
- (c) If You default in the payment of any moneys owed to Us under the Agreement:
 - (i) You **must** pay Us interest on that overdue amount calculated at the rate of 10% per annum and starting seven (7) days after the date that overdue amount became payable to Us and ending on the date of payment of all amounts due;
 - (ii) We may engage a mercantile agent or debt collector and You **must** pay the reasonable costs and charges We incur in recovering or attempting to recover that overdue amount, including mercantile or debt collection fees, commission and any legal costs; and
 - (iii) 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.

13.5 Deleting Personal Information and data

- (a) Before returning the Rental Vehicle, it is Your responsibility to delete any Personal Information or data, such as mobile phone numbers, stored addresses, or navigation history, that may have been used during the Rental Period.
- (b) If You have added the Rental Vehicle to the Rental Vehicle manufacturer's app on Your mobile phone or other device so that You can remotely lock and unlock the Rental Vehicle, check its location and access other functions, at the end of the Rental Period You **must** remove or delete the Rental Vehicle from that app.
- (c) Where You have failed to sign out of an application or remove or delete any Personal Information, data or mobile phone numbers from the Rental Vehicle, We are not responsible for:
 - (i) removing that Personal Information, data or those mobile phone numbers;
 - (ii) any future use of Your account by third parties subsequently renting the Rental Vehicle; or
 - (iii) access by a third party to, or disclosure of, any Personal Information collected by the Rental Vehicle.

13.6 Personal items left in the Rental Vehicle

If personal items are left in the Rental Vehicle at the end of the Rental Period, they will be kept safely for a period of 14 days during which time they may be reclaimed, but if not reclaimed they will be dealt with according to state or territory legislation or donated to a suitable charity.

13.7 Post rental inspection procedure

- (a) We will take reasonable steps to conduct a post rental inspection in Your presence; and

- (b) If You do not wish to wait for the full inspection, We will use reasonable endeavours to conduct the inspection within one (1) Business Day and if Damage is detected, We will notify You as soon as it is reasonably practical to do so.
- 13.8 **Failure to return the Rental Vehicle on time or to the Rental Depot**
- (a) If You fail to return the Rental Vehicle on the scheduled date and at the time shown in the Rental Agreement:
 - (i) We may terminate the Agreement;
 - (ii) if the location of the Rental Vehicle is known, We may recover it by lawful means or if it is unknown, after making reasonable attempts to contact You, We will report the Rental Vehicle to the police as having being stolen; and
 - (iii) You **must** pay any towing or recovery fees incurred in the Rental Vehicle's recovery.
 - (b) If the Rental Vehicle is left at any other place than the Rental Depot from which it was hired:
 - (i) the termination of the Agreement will take effect only after the Rental Vehicle has been collected by Us and an inspection for Damage has occurred; and
 - (ii) You are responsible for Damage to the Rental Vehicle up until this time of the collection and inspection.

14 Major Breach

14.1 What is a Major Breach?

You and any Authorised Driver commit a Major Breach of the Agreement if:

- (a) there is a breach of any of the following:
 - (i) clause 2 (who may drive the Rental Vehicle);
 - (ii) clause 3 (prohibited use);
 - (iii) clause 4 (prohibited areas of use);
 - (iv) clause 6.1 (false and misleading information);
 - (v) clause 7.1 (Vehicle to be locked and keys kept in Your possession);
 - (vi) clause 7.2 (reasonable care);
 - (vii) clause 7.3 (maintenance for long term rentals);
 - (viii) clause 7.4 (notification of Vehicle fault);
 - (ix) clause 7.5 (repair without authority);
 - (x) clause 7.7 (Overhead Damage); or
 - (xi) clause 7.8 (Underbody Damage);that causes Damage, theft of the Rental Vehicle or Third Party Loss;
- (b) there is a breach of:
 - (i) clause 12 (Accident reporting) that prevents Us from properly investigating a claim arising from an Accident or theft or from prosecuting or defending any Accident or theft claim; or
 - (ii) clause 17.2(c) (tampering with, or removal of, the Tracking Device); or
- (c) the Rental Vehicle is stolen by You or an Authorised Driver or by any person acting for You, at Your direction or on Your behalf.

14.2 No Damage Cover

If You or any Authorised Driver:

- (a) commit a Major Breach of the Agreement; or
 - (b) drive the Rental Vehicle in a reckless manner so that a substantial breach of road safety legislation has occurred,
- You and any Authorised Driver have no Damage Cover and are liable for:
- (i) Damage, theft of the Rental Vehicle and Loss of Use;
 - (ii) Third Party Loss; and
 - (iii) all additional costs or expenses We incur in recovering the Rental Vehicle.

15 Termination of the Agreement

15.1 Termination and repossession

Acting reasonably, We may terminate the Agreement and take immediate possession of the Rental Vehicle if:

- (a) there has been a Major Breach;
- (b) there has been a breach of clause 14.2(b);
- (c) the Rental Vehicle has been illegally parked for longer than 24 hours; or
- (d) the Rental Vehicle is apparently abandoned.

15.2 Our rights on termination

If the Agreement is terminated:

- (a) it will not affect Our right to receive any money We are owed under the Agreement;
- (b) You give Us permission to access and enter Your premises to repossess the Rental Vehicle without using unreasonable force or causing damage; and
- (c) You must pay any towing or recovery fees incurred in the Rental Vehicle's repossession.

15.3 Termination of the Agreement through bankruptcy or insolvency

We may terminate the Agreement if:

- (a) You become bankrupt, insolvent, convene a meeting with Your creditors or propose or enter into an arrangement with creditors, or make an assignment for the benefit of Your creditors; or
- (b) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of You or any of Your assets.

16 Personal Property Securities Act 2009 (Cth)(PPSA)

16.1 Interest is as bailee only

You have no right to, or interest in, the Rental Vehicle other than as a bailee and You **must not** endeavour to obtain any other right or interest by Yourself or Your nominee.

16.2 Security Interest

You acknowledge that:

- (a) the Agreement may create a security interest (**Security Interest**) (as that term is defined in the PPSA) in the Rental Vehicle;
- (b) We have a Security Interest in the Rental Vehicle and the Rental Vehicle will at all times remain subject to that Security Interest; and
- (c) We may register the Security Interest on the Personal Property Securities Register.

17 Privacy



IMPORTANT NOTICE

A breach of clause 17.2(c) is a Major Breach of the Agreement that excludes Your entitlement to Damage Cover. See clause 14 (Major Breach) for further details.

17.1 Personal Information

- (a) We are committed to respecting Your privacy and will not collect, use or disclose Your Personal Information where doing so would be contrary to law.
- (b) When We collect Your Personal Information, We will do so only for the purpose of providing rental services to You. If You choose not to provide this information to Us, We may not be able to provide those rental services to You.
- (c) We take reasonable steps to make sure Your Personal Information is accurate, up to date and complete and that it is protected from misuse, loss or unauthorised access, modification or disclosure.

17.2 Tracking Device

- (a) To maintain and protect the Rental Vehicle We may fit a Tracking Device to the Rental Vehicle to enable Us to monitor the condition, performance and operation of the Rental Vehicle and to track the Rental Vehicle's movements.
- (b) Information from the Tracking Device may be used during and after the Rental Period. When You sign the Rental Agreement, You expressly consent to Us:
 - (i) using the Tracking Device on the Rental Vehicle during the Rental Period; and
 - (ii) collecting, using and retaining information from the Tracking Device for the purposes referred to in clause 17.2(a).
- (c) You **must not** tamper with the Tracking Device or remove it from the Rental Vehicle.

18 General

18.1 Relevant law

The Agreement is governed by the laws of the Commonwealth of Australia and the state of Victoria and You agree that Victorian courts have non-exclusive jurisdiction to determine any dispute that arises between You and Us.

18.2 The Australian Consumer Law

- (a) You have consumer rights conferred by The Australian Consumer Law and neither this clause nor any other provision of the Agreement excludes, restricts or modifies any implied terms, guarantees or rights You may have under those laws or any other Federal, State or Territory legislation.
- (b) If, but for this clause, a provision of these Terms and Conditions would be deemed "unfair" within the meaning of Part 2-3 of The Australian Consumer Law, then:

- (i) they will be construed to operate without those parts of that provision that deem it to be "unfair" and, if that is not possible, such provision will be of no effect; and
- (ii) the balance of these Terms and Conditions will continue unaffected.

18.3 Electronic signatures

We may use electronic signatures as a means of entry into the Agreement. When You insert an electronic signature, You consent to the use of this means of acknowledgment and acceptance of these Terms and Conditions and Your obligations under the Agreement.

19 Definitions and interpretation

19.1 Definitions

The following additional definitions apply to these rental Terms and Conditions, but in all other respects the definitions in the Agreement continue to apply, except where there is any duplication, ambiguity or inconsistency, in which case these definitions will prevail and will apply to these rental Terms and Conditions:

Accident means an unintended, unexpected and unforeseen incident, including:

- (a) a collision between the Rental Vehicle and another vehicle or object, including animals and roadside infrastructure;
 - (b) rollovers; and
 - (c) weather events, including hail Damage,
- that results in Damage or Third Party Loss.

Additional Costs and Charges means all the amounts payable by You that are not recoverable from the At-Fault Party in the Recovery Claim, being the additional costs and charges payable:

- (a) as set out in clause 8 of the Rental Terms and Conditions;
- (b) because the Rental Vehicle was not returned by the end of the Rental Period; and
- (c) because there was Damage to the Rental Vehicle, it was stolen or there is a claim for Third Party Loss and the Damage Excess is payable by You.

At Fault Party means any individual or entity responsible, including vicariously, for the Accident and the resulting Loss and Damage.

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

Business Day means a day which is not a Saturday, Sunday, public holiday or bank holiday in Melbourne, Victoria.

Damage means:

- (d) any loss or damage to the Rental Vehicle including its engine, parts, components and accessories, including the GPS unit, however caused that is not fair wear and tear;
- (e) towing, recovery and salvage costs;
- (f) assessing fees;
- (g) Loss of Use,

and for the removal of doubt, any Damage to the windscreen, headlights, lights or tyres that makes the Rental Vehicle unroadworthy is **not** fair wear and tear.

Damage Cover means the cover You and an Authorised Driver have for Damage, theft, attempted theft and Third Party Loss under clause 9, subject to the Damage Cover Exclusions in clause 10.

Damage Excess means the amount of \$2,000 up to which You **must** pay Us in the event of an Accident or attempted theft that causes Damage or Third Party Loss or the Rental Vehicle has been stolen and not recovered and includes the additional \$2,000 for younger drivers aged 18 to 20 years that is payable pursuant to clause 9.3.

GST means the goods and services tax imposed by *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Handover Inspection Report means the document that shows the condition of the Rental Vehicle and lists any Damage at the time of the inspection.

Incident Report Form means the document You **must** complete and submit to Us if there is Damage to the Rental Vehicle or it has been stolen.

Loss of Use means Our loss calculated on a daily basis at the daily rate shown in the Rental Agreement because the Rental Vehicle is being repaired or replaced if it is written off as a result of an Accident or it has been stolen and not recovered.

Major Breach means a breach of any of the clauses listed in clause 14.1.

Off Road means an area, surface or terrain that is not 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 Damage to the Rental Vehicle or Third Party Loss caused by:

- (a) contact between the part of the Rental Vehicle that is at or above the level of the top of the front windscreen with objects overhanging or obstructing its path;
- (b) objects being placed on the roof of the Rental Vehicle; or
- (c) You or any person standing or sitting on the roof of the Rental Vehicle.

Personal Information has the same meaning as in the *Privacy Act 1988* (Cth).

PPSA means the *Personal Property Securities Act 2009* (Cth).

Recovery Claim means a claim for the recovery of the Rental Charges by way of damages from the At Fault Party or their insurer arising from the Accident.

Recovery Firm means such law firm or mercantile recovery agent We may in Our absolute discretion instruct to prosecute the Recovery Claim on Your behalf.

Rental Charges means the charges payable for renting the Rental Vehicle from Us together with GST, including the Additional Costs and Charges as set out in clause 8, and any other taxes or levies which are all fully set out in the Rental Agreement.

Rental Depot means the location from which the Rental Vehicle is rented, as shown on the Rental Agreement.

Rental Period means the period during which the Rental Vehicle is rented by You, beginning at the Start of the Rental and ending at the time when:

- (a) You are notified that the repairs to Your Vehicle have been completed;
- (b) You receive a total loss payout;
- (c) We notify You of the date when the period is to end and request that You return the Rental Vehicle on that day;
- (d) You return the Rental Vehicle to Us during business hours;
- (e) We repossess the Rental Vehicle; or
- (f) when the Police are notified that the Rental Vehicle is lost, stolen or otherwise misappropriated (being the time recorded on the Police Report of the incident);

Rental Vehicle means the vehicle described in the Rental Agreement and includes its parts, tools, components, accessories, keys, keyless start or remote door control device, audio equipment, GPS Tracking Device, child restraints, spare tyre and first aid kit (if fitted) and includes any replacement Vehicle.

Snow Line means:

- (a) the alpine regions and snowfields in Victoria (commencing at Bright) and New South Wales (commencing at Jindabyne) between 1 June and 31 October;
- (b) any area in Tasmania that receives snow; or
- (c) any area where it is indicated or required that snow chains are to be fitted to the Rental Vehicle.

Start of the Rental means the date and time that the rental commences as shown in the Rental Agreement.

The Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Third Party Loss means loss or damage to third party property, including other motor vehicles and any claim for third party loss of income.

Tracking Device means a GPS or other device that is fitted to the Rental Vehicle that has electronic tracking capabilities to determine its location and other data including speed, braking and fuel levels.

Underbody Damage means any damage to the Rental Vehicle caused by or resulting from contact between the underside of the Rental 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, other than a road that is undergoing temporary roadworks, that has been formed and constructed but is not sealed with a hard material such as tar, bitumen or concrete.

We, Us, Our, means Karabulut Trading Pty Ltd ACN 681 025 936 as The Trustee for Karabulut Family Trust trading as One Drive Accident Replacement Vehicles ABN 90 556 697 747.

You, Your means the person, whether it is an individual, a firm or company or government agency that rents the Rental Vehicle from Us and whose name is shown in the Rental Agreement.

Your Vehicle means Your registered motor vehicle.

19.2 Interpretation

In these Terms and Conditions, **unless** the context otherwise requires:

- (a) headings are for convenience only and do not form part of the Terms and Conditions or affect their interpretation; and
- (b) where You comprises two or more persons each is bound jointly and severally.

I have read the Rental Terms and Conditions and I agree to be bound by them			
Renter signature		Date	
Authorised Driver signature		Date	