

AGREEMENT NO :		P.O. NUMBER		MODEL AND YEAR			
KM RATES DO NOT INCLUDE COST OF FUELS				TIME AND DATE OUT			
VEHICLE DEEMED TO BE STOLEN IF NOT RETURNED WHEN DUE OR ON DEMAND				TIME AND DATE IN			
RENTER		CELL PHONE		DUE BACK DATE AND TIME			
PERMANENT ADDRESS		HOME PHONE		KMS OUT			
CITY		PROV./STATE		KMS IN			
DRIVER'S LICENSE NO.		EXPIRES		DATE OF BIRTH		KMS DRIVEN	
ADDITIONAL DRIVER INFORMATION				FREE KMS ALLOWED			
ADDITIONAL RENTER(01)		EXPIRES		DATE OF BIRTH		KMS CHARGED	
DRIVER'S LICENSE NO.		SIGNATURE		DESCRIPTION		DURATION	
ADDITIONAL RENTER(02)		EXPIRES		DATE OF BIRTH		RATE PER	
DRIVER'S LICENSE NO.		SIGNATURE		HOUR(S)		TOTAL RATE	
INSURANCE INFORMATION				DAY(S)		@	
INS. COMPANY				WEEK(S)		@	
POLICY #		PROV.STATE		EXPIRY DATE		MONTH(S)	
ADDITIONAL INFORMATION				BASE CHARGE			
				DISCOUNT (PROMOTION)			
				FINAL BASE CHARGE			
VEHICLE DAMAGE VIEW				EXTRA MILES CHARGES			
DENT - CHIP CRACK - SCRAPE SCRATCH -				EXTRA DURATION CHARGES			
DESCRIPTION :				MISC. CHARGES			
				TAXES			
				FINE CHARGES			
FUEL OUT		FUEL IN		FUEL CHARGE			
E		O		AGREEMENT CHARGES			
1/4		O		TOTAL CHARGE			
1/2		O		TOTAL DEPOSIT(S)			
3/4		O		PAID			
F		O		BALANCE DUE			
TERMS AND CONDITIONS				BY SIGNING BELOW, YOU: AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT SET FORTH ON THE FACE PAGE, AND IN THE TERMS AND CONDITIONS; ACKNOWLEDGE THAT YOU HAD AN OPPORTUNITY TO READ THE AGREEMENT BEFORE SIGNING; AUTHORIZE US TO PROCESS A SEPARATE CREDIT/DEBIT CARD VOUCHER IN YOUR NAME FOR ALL CHARGES, INCLUDING TOLLS AND VIOLATIONS; AUTHORIZE US TO RELEASE YOUR BILLING/RENTAL INFORMATION TO THIRD PARTIES FOR BILLING / PROCESSING PURPOSES; AND AGREE THAT BINDING CONSIDERATION EXISTS, AS FURTHER DESCRIBED IN SECTION 2 OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.			
1) LOSS DAMAGE WAIVER (LOW) DOES NOT APPLY TO DAMAGE CAUSED BY OFF THE ROAD USE, DAMAGE TO THE INTERIOR AND DAMAGE TO VEHICLES CAUSED BY COLLISION WITH STATIONARY OR OVERHEAD OBJECTS							
2) RENTER IS LIABLE FOR ALL DAMAGE AND COSTS TO VEHICLE CAUSED BY A DRIVER NOT NAMED IN THIS AGREEMENT,EVEN IF RENTER HAS PURCHASED LDW.							
3) RENTER AGREES TO PAY ALL THE PARKING TICKETS, TRAFFIC VIOLATION AND TOLL ROAD CHARGERS INCURRED AND BE LIABLE FOR A SERVICE CHARGE FOR EACH TICKET AND/OR VIOLATION PLUS ALL PARKING AND TRAFFIC FINES AND TOLL ROAD CHARGES.							
4) IF THIS RENTAL IS TO BE CHARGED ON A CREDIT CARD: THE ISSUER OF THE CARD IDENTIFIED ON THIS ITEM IS AUTHORIZED TO PAY THE AMOUNT SHOWN AS TOTAL UPON PROPER PRESENTATION. I PROMISE TO PAY SUCH TOTAL WITH ANY OTHER CHARGES DUE THEREON SUBJECT TO AND IN ACCORDANCE WITH THE AGREEMENT GOVERNING THE USE OF SUCH CARD.							
5) The following item listed below will be charged on your credit card.							
* Toll Violations				* Parking Violations			
* Any damage on the vehicle				* Wrecker Services			
6) Insurance Excess: The standard insurance excess applicable to the rental is AUD \$5,000.00 per incident							
SIGNATURE OF AUTHORIZED				RENTER'S SIGNATURE			
				RENTER'S SIGNATURE X			

SG CAR RENTALS PTY LTD

ABN 26 201 14441 528

RENTAL TERMS AND CONDITIONS

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RENTAL TERMS AND CONDITIONS

1 Introduction

1.1 Rental Contract

When You rent a Vehicle from Us You are entering into a legally binding agreement (**Rental Contract**) that comprises:

- (a) the signed agreement to rent the Vehicle from Us (**Rental Agreement**);
- (b) the Handover Inspection Report; and
- (c) these rental Terms and Conditions (**Terms and Conditions**).

1.2 Relevant law

The laws of the Commonwealth of Australia and the state of Victoria govern the Rental Contract and You agree that Victorian courts have non-exclusive jurisdiction to determine any dispute that arises between You and Us.

1.3 The Australian Consumer Law

Your rights under the Australian Consumer Law always apply and no clause in these Terms and Conditions excludes, restricts or modifies:

- (a) Part 2-3 of the Australian Consumer Law relating to unfair contract terms; or
- (b) any implied terms, guarantees or rights You may have under the Australian Consumer Law or any other Commonwealth, State or Territory legislation.

1.4 Electronic signatures

We may use electronic signatures as a means of entry into the Rental Contract. When You sign electronically You consent to the use of this means of acknowledgment and acceptance of these Terms and Conditions and Your obligations under the Rental Contract.

1.5 Amending these Terms and Conditions

- (a) We may amend these Terms and Conditions and We will give You at least 30 days' prior written notice of any amendment that materially affects You.
- (b) An amendment will not apply retrospectively and will not affect a Rental Period that has already started unless the amendment is required by law or benefits You.
- (c) If You do not accept a proposed amendment that is to apply to a future rental, You may choose not to enter into that future rental.

1.6 Time is of the essence

Time is of the essence only in respect of obligations where timing is material to the nature of the Rental Contract, including payment of amounts due, return of the Vehicle and compliance with safety-related obligations.

1.7 Defined terms

Unless the context requires otherwise, each capitalised term used in these Terms and Conditions has the meaning given to it in clause 19.1.

2 Who may drive the Vehicle?



IMPORTANT NOTICE

Damage Cover may be reduced or excluded, and the Vehicle may be repossessed, if there is a Major Breach of any part of this clause that causes or contributes to the loss. See clause 14 (Major Breach) and clause 15.1 (Termination and repossession) for further details.

2.1 Authorised Drivers

- (a) Only You or an Authorised Driver can drive the Vehicle and each of you **must** meet all of the requirements of this clause 2.
- (b) Allowing anyone who is not an Authorised Driver to drive is a Major Breach of the Rental Contract and may result in loss of Damage Cover to the extent that the unauthorised driving causes or contributes to the relevant Damage, theft or Third Party Loss subject to clause 8 and clause 9.

2.2 Age limits and experience

- (a) You and any Authorised Driver must be at least 25 years of age and have at least 12 months driving experience, unless We have agreed otherwise before the Start of the Rental and it is recorded in the Rental Agreement.
- (b) We will not refuse a driver solely because they are over 75 years of age if they otherwise satisfy Our reasonable licensing and safety requirements.

2.3 Licence requirements

- (a) You and any Authorised Driver **must** have a current valid licence to drive the 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, 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 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 Vehicle; and
- (iv) not subject to any restriction or condition that would prevent the person from lawfully and safely driving the Vehicle.
- (c) Learner drivers and provisional or probationary licence holders **must not** drive the Vehicle **unless** We have approved this before the Start of the Rental and it is recorded in the Rental Agreement.

2.4 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:

- (a) is cancelled or suspended, including as a result of an accumulation of demerit points; or
- (b) has been cancelled or suspended within three (3) years before the date of the Rental Agreement for reasons that reasonably make the person unsuitable to lawfully or safely drive the Vehicle.

2.5 Prior insurance history

- (a) You **must** tell Us before the Start of the Rental if You or an Authorised Driver has, within the previous five (5) years, been refused motor vehicle insurance or had a policy of motor insurance cancelled or declined by an insurer, other than for non-payment or a reason unrelated to driving risk.
- (b) We may then decide, acting reasonably, whether to permit that person to drive the Vehicle.

3 Prohibited use



IMPORTANT NOTICE

Damage Cover may be reduced or excluded, and the Vehicle may be repossessed, if there is a Major Breach of any part of this clause that causes or contributes to the loss. See clause 14 (Major Breach) and clause 15.1 (Termination and repossession) for further details.

3.1 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, dangerously or illegally; or
- (c) whilst there is Damage to the Vehicle that makes it unroadworthy or unsafe.

3.2 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; or
- (b) use the Vehicle:
 - (i) for any illegal purpose;
 - (ii) to move or carry dangerous, hazardous, biohazardous, infectious, or flammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
 - (iii) to propel or tow another vehicle, trailer or boat;
 - (iv) to carry any water skis, surfboards, bicycles, or canoes in or on the Vehicle in a way that is unsafe, unlawful, likely to cause Damage, or contrary to Our written instructions;
 - (v) to carry or transport illegal drugs or substances;
 - (vi) in connection with the motor trade for experiments, tests, trials or demonstration purposes;
 - (vii) in racing, rallies, reliability trials, speed or hill climbing tests, or for testing in preparation thereof; or
 - (viii) in an unsafe or unroadworthy condition.

3.3 Mobile phones

You **must not** use a mobile phone in the Vehicle, whilst it is moving (unless it is parked):

- (a) to make or receive a phone call;
- (b) to send a text message, video message, or email;
- (c) to perform any audio function; or
- (d) as a navigational device,

unless the body of the phone is securely mounted in the 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.

3.4 Prohibited actions

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

4 Prohibited areas of use



IMPORTANT NOTICE

Damage Cover may be reduced or excluded, and the Vehicle may be repossessed, if there is a Major Breach of any part of this clause that causes or contributes to the loss. See clause 14 (Major Breach) and clause 15.1 (Termination and repossession) for further details.

4.1 Prohibited roads

The Vehicle **must not** 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.

4.2 Prohibited areas

The Vehicle **must not** be used in any area that We have reasonably prohibited for safety or operational reasons. Prohibited areas include:

- (a) roads that are prone to flooding or are flooded;
- (b) beaches, sand dunes, streams, rivers, creeks, salt lakes, dams and any area exposed to saltwater;
- (c) islands off mainland Australia; and
- (d) any road:
 - (i) where the police or an authority has issued a current warning;
 - (ii) that is closed; or
 - (iii) where it would be unsafe to drive the Vehicle.

4.3 Interstate use requires prior approval

The Vehicle **must not** be driven, used or taken outside the State or Territory in which the Rental starts **unless**:

- (a) We have given Our written approval prior to the Start of the Rental; and
- (b) it is noted on the Rental Agreement.

5 Rental obligations



IMPORTANT NOTICE

Damage Cover may be reduced or excluded, and the Vehicle may be repossessed, if there is a Major Breach of clauses 5.1, 5.3 or 5.9 that causes or contributes to the loss. See clause 14 (Major Breach) and clause 15.1 (Termination and repossession) for further details.

5.1 No false and misleading information

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

5.2 Start of the Rental

- (a) At the Start of the Rental and before collecting the Vehicle You **must**:
 - (i) present Your driver's licence and that of any Authorised Driver and permit copies of the driver's licences to be made and kept by Us;
 - (ii) present reasonable identification, which may include Your passport if You are not an Australian citizen or if We reasonably require it to verify Your identity or driving eligibility;
 - (iii) pay the Rental Charges due at the Start of the Rental for short term rentals and the first week's Rental Charges in advance for Longer Term Rentals (clause 5.3);
 - (iv) pay the Security Deposit, if required by the Rental Agreement; and
 - (v) inspect the Vehicle and notify Us of any discrepancy between the Vehicle's condition and the Handover Inspection Report as soon as reasonably practicable after collection, and in any event within 24 hours after leaving the Rental Depot or before the end of the first day of the Rental Period, whichever occurs first.
- (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 Vehicle. If You take those photos and there is a dispute about pre-existing Damage, You should make them available to Us.

5.3 Payment of the Rental Charges for Longer Term Rentals

- (a) The Rental Charges for Longer Term Rentals **must** be paid weekly no less than seven (7) days in advance, by direct credit to Our account or by any other payment method We agree in writing.
- (b) You **must** promptly pay the Rental Charges on or before the date they are due. If a payment is overdue, We may charge a reasonable late payment fee to the extent that amount reflects Our reasonable administrative costs caused by the late payment.
- (c) If any weekly payment of Rental Charges is overdue for 14 days or more and We have given You notice of the default and a reasonable opportunity to remedy it, that default is a Major Breach of the Rental Contract allowing Us to terminate the Rental Contract and repossess the Vehicle, **unless** within that period:
 - (i) You have sought relief; and
 - (ii) We have agreed with You on a payment plan to rectify the default within a reasonable period.
- (d) If We terminate the Rental Contract under clause 5.3(c), You **must** return the Vehicle to the Rental Depot as soon as reasonably practicable in accordance with Our reasonable directions.

5.4 Security Deposit

- (a) We may retain the Security Deposit as security for amounts that are properly payable, or are reasonably likely to become payable, by You under the Rental Contract, including amounts that become payable after the End of the Rental in connection with the Rental Period.
- (b) We may apply or set off the Security Deposit, at any time and without prior demand, against any amount that is due and payable by You to Us or that We reasonably estimate is likely to become payable by You under the Rental Contract.
- (c) Subject to any lawful deductions, the balance of the Security Deposit is refundable to You within ten (10) Business Days after the later of the End of the Rental and the date on which We determine all amounts properly payable by You under the Rental Contract, provided that:
 - (i) all amounts due to Us under the Rental Contract have been paid, including toll road charges and refuelling costs;
 - (ii) the Vehicle has been returned to the Rental Depot at the date and time set in the Rental Agreement;
 - (iii) there is no Damage (except for fair wear and tear), or Third Party Loss, or, if there is Damage or Third Party Loss, We reasonably estimate an amount is properly due from You and may retain only that amount pending final assessment;
 - (iv) the Vehicle is returned in a reasonably clean condition, allowing for ordinary use during the Rental Period;
 - (v) the Vehicle is returned with the same fuel level as at the Start of the Rental, unless the Rental Agreement states that it **must** be returned with a full tank of fuel; and
 - (vi) there has not been a Major Breach of the Rental Contract giving rise to an amount properly payable by You that remains unpaid.
- (d) If at the End of the Rental You fail to pay any of the amounts in clause 5.4(a) for which You are liable, We will apply the Security Deposit against those outstanding amounts.

5.5 Regular inspection of the Vehicle

During the Rental Period You **must** take reasonable steps to inspect the Vehicle regularly, and for Longer Term Rentals no less than weekly where reasonably practicable, for oil, water and fuel leaks and Damage and also check the tyre pressures.

5.6 No pets

- (a) You **must not** use the Vehicle for transporting any pets or animals, with the exception of accredited or trained assistance animals, unless specifically approved by Us.

- (b) If additional cleaning, disinfection or deodorising is reasonably required because of a breach of this clause, We may charge You the reasonable costs actually incurred by Us, up to a maximum of \$330.

5.7 No smoking or carrying infectious or hazardous waste

- (a) You **must not**:
 - (i) smoke in the Vehicle (including the use of vapes or e-cigarettes) and You **must** take reasonable steps to prevent passengers from doing so as it is an offence in some Australian states to smoke in a vehicle where there are passengers under 18 years of age; or
 - (ii) use the Vehicle to move infectious, biohazardous or biomedical waste.
- (b) If additional cleaning, disinfection or deodorising is reasonably required because of a breach of this clause, We may charge You the reasonable costs actually incurred by Us, up to a maximum of \$330.

5.8 Seat belts and child restraints

- (a) You **must** comply with all mandatory:
 - (i) 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
 - (ii) child restraint laws and ensure that for all children under the age of ten (10) years the restraint has been fitted correctly according to the weight and age of the child and that the restraint is properly installed, fitted, adjusted and fastened.
- (b) We are not authorised to install child restraints so We cannot advise whether a child restraint has been correctly installed or adjusted. Nothing in this clause limits any obligation We have to provide any child restraint supplied by Us in a safe and roadworthy condition.

5.9 Occupational health and safety

When operating a Commercial Vehicle You **must** comply with all occupational health and safety laws and regulations relating to the use of the Commercial Vehicle and its associated operations.

6 Care of the Vehicle



IMPORTANT NOTICE

Damage Cover may be reduced or excluded, and the Vehicle may be repossessed, if there is a Major Breach of any part of this clause that causes or contributes to the loss. See clause 14 (Major Breach) and clause 15.1 (Termination and repossession) for further details.

6.1 Vehicle to be locked and keys kept in Your possession

- (a) You and any Authorised Driver **must** make sure that the 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 Vehicle when it is unattended.
- (b) In the event of a theft of the Vehicle, You **must** take reasonable steps to provide to Us any keys, keyless start or remote door control device in Your possession or control, or provide a reasonable explanation for being unable to do so.

6.2 Reasonable care

You and any Authorised Driver **must** take reasonable care of the 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 Vehicle;
- (d) properly securing any goods, property or equipment carried in the 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.

6.3 Maintenance and inspection for Longer Term Rentals

- (a) If the Rental Period is longer than 30 days You **must** contact Us to arrange for the Vehicle to be returned to the Rental Depot or taken to Our nominated service centre 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 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 rectification of any other issues with the Vehicle, provided those issues were not caused or contributed by You or any Authorised Driver.
- (c) If You unreasonably fail to have the Vehicle serviced after We have given You a reasonable opportunity to do so, You will be liable for any Damage to the extent caused by that failure.
- (d) For Longer Term Rentals, We may, acting reasonably:
 - (i) request that the Vehicle be returned to the Rental Depot on reasonable notice for its condition to be inspected; or

- (ii) alternatively, require You to supply the Vehicle's current odometer reading and provide reasonable details of the Vehicle's condition, including photos showing its condition and any Damage.

6.4 Notification of Vehicle fault

- (a) You **must** inform Us immediately if:
 - (i) the Vehicle breaks down;
 - (ii) any warning lights illuminate or messages are displayed in the Vehicle;
 - (iii) You see or become aware of low engine or brake oils, or engine coolant levels; or
 - (iv) the Vehicle develops any fault during the Rental Period.
- (b) If You fail to notify Us within a reasonable time and continue to use the Vehicle when it is unsafe or likely to cause further Damage, You will be responsible for any additional Damage or Third Party Loss to the extent caused by that failure.

6.5 Overhead Damage

- (a) Damage Cover does not apply to Overhead Damage, except to the extent that the loss was caused or contributed to by Our breach of the Rental Contract, negligence or failure to provide a Vehicle of acceptable quality.
- (b) You **must** know Your Vehicle's height 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, electricity or communication cables, through tunnels or along tree lined streets and You **must** check there is adequate clearance between the Vehicle and the lowest overhead point of any building, cable, structure or object.
- (c) You **must** also:
 - (i) observe any signed clearance limit on commercial buildings, bridges and car parks; and
 - (ii) if driving a Commercial Vehicle, check Your route of proposed travel to ensure there are no likely height clearance limits that will prevent the Commercial Vehicle safely travelling on that route.

6.6 Underbody Damage

- (a) Damage Cover does not apply to Underbody Damage except to the extent that the loss was caused or contributed to by Our breach of the Rental Contract, negligence or failure to provide a Vehicle of acceptable quality.
- (b) You **must** ensure the Vehicle does not come into contact with any part of the roadway or any object or obstruction that will cause Underbody Damage to the Vehicle.

7 Rental Period, costs and charges

7.1 Your Rental

- (a) If You return the Vehicle earlier than the date and time shown in the Rental Agreement, We are not required to refund any unused daily Rental Charges to You unless You provide a reasonable explanation. If We agree to a refund, We may adjust the daily rate to reflect the actual days used.
- (b) For Longer Term Rentals:
 - (i) the minimum Rental Period is one (1) month;
 - (ii) the ongoing Rental Charges are payable weekly in advance (see clause 5.3); and
 - (iii) if the Rental Contract is terminated before the minimum Rental Period has elapsed, You remain liable for the Rental Charges for that minimum Rental Period, less any amount We avoid losing by re-renting the Vehicle or otherwise mitigating Our loss.

7.2 Extending the Rental Period

- (a) We understand that circumstances change and that You may require the Vehicle for longer than the Rental Period. If so, You **must** notify Us **no less** than 24 hours prior to the expiration of the Rental Period.
- (b) If You request an extension, We may require payment of the Rental Charges for the extended Rental Period before approving the extension. If We approve the extension, You agree these Terms and Conditions continue to apply to the extended Rental Period unless We agree otherwise in writing.
- (c) If You do not notify Us at least 24 hours before the expiry of the Rental Period that You require an extension, and You do not return the Vehicle on the scheduled date and at the time shown in the Rental Agreement, We may, after making reasonable attempts to contact You and if the delay is material or ongoing:
 - (i) terminate the Rental Contract; and
 - (ii) recover the Vehicle (see clause 13.8).

7.3 Cancellation and 'no-show'

- (a) You will be charged a cancellation fee up to the Rental Charges for the Rental Period as booked if:
 - (i) Your booking is cancelled within 24 hours prior to the Start of the Rental; or
 - (ii) You fail to notify Us of Your intended cancellation prior to the Start of the Rental and fail to pick up the Vehicle;

unless We are able to rent the Vehicle to another renter for an equivalent term and rate.
- (b) A cancellation is not effective until acknowledged and confirmed by Us.

- (c) If We cancel Your reservation, You will be fully reimbursed any sums You have paid to Us for the booking.

7.4 Booked Vehicle unavailable

- (a) If We cannot supply the make and model of the vehicle booked, because it is overdue from an earlier booking, or it has been damaged in an Accident, We will take reasonable steps to supply a vehicle of the same class.
- (b) If for reasons beyond Our control We are unable to supply a vehicle We will fully refund any moneys that You have prepaid to Us.

7.5 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 Vehicle if it has been seized by a regulatory authority.
- (b) If We are required to nominate You as the responsible driver for an unpaid fine or infringement, We may charge a reasonable administrative fee of \$55, but only to the extent that amount reflects Our reasonable administrative costs.
- (c) If We have paid any amount for which You are liable under this clause 7.5, You will be charged that amount plus any reasonable administrative fee under this clause.

7.6 Tolls

- (a) You and any Authorised Driver **must** pay all road tolls.
- (b) If the Vehicle is fitted with an electronic tag (**e-tag**) for use on toll roads:
 - (i) the e-tag **must not** be removed from the 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 and prior to refund of the Security Deposit.
- (c) If an e-tag is not fitted to the Vehicle:
 - (i) it is Your responsibility to fit an e-tag to the Vehicle or purchase a day pass for payment of tolls when using the Vehicle on toll roads; and
 - (ii) if You fail to do so and We are required to nominate You as the responsible party, We may charge You a reasonable administrative fee of \$55 for each nomination, but only to the extent that amount reflects Our reasonable administrative costs.
- (d) If We have paid any amount for which You are liable under this clause 7.6, You will be charged that amount plus any reasonable administrative fee under this clause.

7.7 Daily 100 kilometre limit

- (a) A daily limit of 100 kilometres applies unless We have agreed otherwise in writing and that is noted on the Rental Agreement. If no daily kilometre limit is inserted in the Rental Agreement, no excess kilometre charge applies.
- (b) If You exceed that limit, calculated over the Rental Period, You **must** pay the excess kilometre fee stated in the Rental Agreement or, if no fee is stated there, 35 cents per excess kilometre.

7.8 Amounts payable if the Vehicle is seized by a responsible authority

- (a) If the Vehicle is seized by the police or any responsible authority as a result of a severe traffic violation involving evasion of police or dangerous, anti-social, or reckless driving:
 - (i) You will be liable for Our reasonable Loss of Use of the Vehicle, assessed having regard to the period the Vehicle is unavailable and any amount We avoid losing by re-renting another vehicle or otherwise mitigating Our loss, until the Vehicle is recovered, a mechanical inspection has been undertaken and any repair completed; and
 - (ii) fees We have paid to the police or a responsible authority for the release of the Vehicle and all towing and recovery charges will be deducted from the Security Deposit.
- (b) For the avoidance of doubt, any Damage to the Vehicle resulting from a severe traffic violation of the type referred to in clause 7.8(a) is not fair wear and tear.

7.9 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.

8 Damage Cover

8.1 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 Vehicle, its theft and Third Party Loss, however You **must** pay up to the Damage Excess shown on the Rental Agreement for each Accident, attempted theft or theft claim.
- (c) Subject to the Damage Cover exclusions in clause 9, Your Damage Excess liability is reduced if You purchase Damage Excess reduction at extra cost.

- (d) Payment of the Damage Excess is required under this Rental Contract even if You have separate travel or rental vehicle excess insurance, although You may be able to seek reimbursement from that insurer.

8.2 When is the Damage Excess payable?

- (a) Unless You have expressly authorised a charge to Your credit card at an earlier time, We will charge Your credit card an amount up to, but not exceeding, the Damage Excess as follows:
 - (i) for single vehicle Accidents:
 - (A) if the 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 Vehicle has been stolen, after We have made reasonable enquiries and in Our opinion it is unlikely the 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.

8.3 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 reasonably 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 hold a valid Australian driver's licence.

8.4 Loss of Use

- (a) The Damage Excess payable for Damage and Third Party Loss does not include Loss of Use, but any Loss of Use claimed by Us **must** be a reasonable pre-estimate of Our actual loss and **must** take into account any period for which the Vehicle is unavailable and any amount We avoid losing by re-renting another vehicle or otherwise mitigating Our loss.
- (b) Claims arising from a serious Accident may therefore result in an amount payable by You that exceeds the Damage Excess.

8.5 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 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 deduct only reasonable administrative, collection agency and legal costs actually incurred in connection with the recovery of the Damage cost or rejection or defence of a claim for Third Party Loss, to the extent those costs are not otherwise recovered from another person.

8.6 Claims administration fee

We may charge a claims administration fee of up to \$110 for an Accident, attempted theft or theft claim in addition to the Damage Excess liability, but only to the extent that fee reflects Our reasonable administrative costs of processing the claim.

9 Damage Cover Exclusions

9.1 General exclusions

Even if You have paid the Damage Excess, Damage Cover does not apply, 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 Rental Contract;
- (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;
- (iii) the use of the Vehicle by any driver who is not an Authorised Driver or who is less than 25 years of age, or more than 75 years, except to the extent We have agreed otherwise in writing before the Start of the Rental; or
- (iv) theft of the Vehicle in circumstances where site security is available including, but not limited to, locked yards, buildings and sheds, where that security is not properly used to secure the Vehicle whilst it is left unattended;
- (b) Loss of Use, subject to the definition of Loss of Use and Our obligation to mitigate loss;
- (c) Overhead Damage;
- (d) Underbody Damage;
- (e) Damage caused by immersion of the Vehicle in water, including salt water;
- (f) Damage to the tyres or rims of the Vehicle, other than by normal wear and tear, except to the extent caused by a latent defect, Our negligence or failure to provide a Vehicle of acceptable quality;
- (g) Damage to the windscreen and windows of the Vehicle, including any breakages, chipping, scratches and cracks, other than by normal wear and tear, except to the extent caused by a latent defect, Our negligence or failure to provide a Vehicle of acceptable quality;
- (h) the reasonable 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, less any amount attributable to fair wear and tear or betterment;
- (i) Damage caused by use of the incorrect fuel type, except to the extent caused or contributed to by Our error in identifying the correct fuel type for the Vehicle;
- (j) 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;
- (k) any loss, damage or deterioration of any goods or property carried in or on a Commercial Vehicle, except to the extent it arises from Our negligence, breach of the Rental Contract or failure to comply with a consumer guarantee; and
- (l) Third Party Loss resulting from goods or property falling from a Commercial Vehicle.

9.2 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.

9.3 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 Vehicle, lost or damaged during the Rental Period or left in the Vehicle after the Vehicle is returned to the Depot.

10 Breakdowns

10.1 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 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 Vehicle breaks down during the Rental Period You **must** contact Us using the contact details in the Rental Agreement to arrange assistance. If the fault cannot be repaired on site We will recover and repair the Vehicle within a reasonable time and, if it cannot be repaired, We will use reasonable endeavours to provide a replacement Vehicle where one is available.

10.2 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 Vehicle.
- (b) If any of the services listed above are provided at Your request, We may charge You Our reasonable costs of providing those services.
- (c) If keys, a keyless start device or a remote door control device are lost or damaged, You **must** pay Our reasonable replacement cost, less any amount attributable to fair wear and tear, depreciation or betterment.

Depending on the Vehicle, that cost is typically between \$550 and \$1,100. That amount may be deducted from the Security Deposit or charged to Your credit card in accordance with this Rental Contract.

- (d) Free roadside assistance under clause 10.1 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 all additional costs incurred or Damage caused.

10.3 Consequential and other loss

Subject to the Australian Consumer Law, We are not liable for missed flights, disrupted holiday plans, loss of enjoyment, or consequential, indirect, or economic loss caused by events outside Our reasonable control, including:

- (a) floods, cyclones, hailstorms, earthquakes, bushfires, or pandemics;
- (b) industrial action; and
- (c) commercial flight disruptions.

11 Accidents

 **IMPORTANT NOTICE**
Damage Cover may be reduced or excluded, and the Vehicle may be repossessed, if there is a Major Breach of clause 11.2 that causes or contributes to the loss. See clause 14 (Major Breach) and clause 15.1 (Termination and repossession) for further details.

11.1 Staying with the Vehicle after an Accident

You **must not** leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator unless:

- (a) You or a passenger have been injured and require medical attention; or
- (b) You are directed to do so by the police or emergency services.

11.2 Repair without authority prohibited

If there is Damage to the Vehicle You **must not**:

- (a) make any repairs to the Vehicle;
- (b) let anyone else repair or work on the Vehicle; or
- (c) tow or salvage the Vehicle,

without Our prior written authority.

11.3 Repair with authority

- (a) Where We have given You Our prior authority to repair the 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.
- (b) There is no entitlement to reimbursement if the breakdown or fault was caused by an Accident or resulted from a Major Breach of the Rental Contract.

11.4 Replacement Vehicle following a major Accident

Acting reasonably, We may decide not to replace the Vehicle if it is involved in a major Accident or there has been substantial Damage to it, and any replacement Vehicle is subject to availability.

12 Accident and theft reporting

 **IMPORTANT NOTICE**
Damage Cover may be reduced or excluded, and the Vehicle may be repossessed, if there is a Major Breach of any part of this clause that causes or contributes to the loss. See clause 14 (Major Breach) and clause 15.1 (Termination and repossession) 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 Vehicle is stolen You **must**:
 - (i) contact Us using the contact details in the Rental Agreement to report the Accident or theft as soon as reasonably practicable, and, if possible, within 24 hours after it occurs or is discovered; and
 - (ii) subsequently fully complete an Incident Report Form.
- (b) The Incident Report Form **must** include as much information as is reasonably practicable, 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 Vehicle if it is returned to Us within that seven (7) day period, unless You are unable to do so for reasons beyond Your reasonable control; or

- (ii) if the Vehicle is stolen, as soon as reasonably practicable after the theft of the Vehicle is reported to the police.

12.2 Reporting an Accident or theft to the police

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

- (a) any person is injured;
- (b) the other party has failed to stop or has left 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 has an Accident, You and the Authorised Driver **must**:

- (a) make the 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) if reasonably practicable, take a photo of the other driver's licence or otherwise record the other driver's licence details;
- (e) take the registration numbers of all vehicles involved;
- (f) take as many photos as is reasonable showing:
 - (i) the position of the Vehicles before they are moved for towing or salvage;
 - (ii) the Damage to the Vehicle;
 - (iii) the damage to any third party vehicle or property; and
 - (iv) the general area where the Accident occurred, including any road or traffic signs; and
- (g) obtain the names, addresses, phone numbers and email addresses of all witnesses.

12.4 Subsequent assistance

After an Accident or theft You and any Authorised Driver **must**:

- (a) forward all third party correspondence or court documents to Us as soon as reasonably practicable after receipt, and if possible within seven (7) days;
- (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 a reasonable time after receiving the 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

13.1 Return of the Vehicle

- (a) You **must** return the Vehicle:
 - (i) to the Rental Depot;
 - (ii) on the date and by the time shown in the Rental Agreement;
 - (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 a full tank of fuel, unless the Rental Agreement allows it to be returned with the same level of fuel as at the Start of the Rental.
- (b) If You return the Vehicle:
 - (i) with less fuel than required under this Rental Contract, We may charge You a reasonable refuelling service fee of \$55 plus the reasonable cost of the fuel required to restore the required fuel level;
 - (ii) earlier than the date shown in the Rental Agreement, any refund entitlement is determined under clause 7.1;
 - (iii) more than one (1) hour after the date and time set for its return in the Rental Agreement, We may charge You a reasonable late return fee of \$25 per hour up to one (1) full day's rental and then a further full day's rental at the standard rate for each 24 hour period or part thereof until the Vehicle is returned to Us, but only to the extent those amounts reflect Our reasonable loss caused by the late return; or
 - (iv) at any time outside Our normal business hours, and We have not agreed to an after business hours drop off, You remain responsible for the Vehicle and reasonable Rental Charges until the Rental Depot next opens for business or until We otherwise take possession of the Vehicle, whichever occurs first.

13.2 End of the Rental payments

At the End of the Rental, You **must** pay:

- (a) the balance of the Rental Charges, including 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 Vehicle is stolen;
- (c) any costs We incur, including:
 - (i) refuelling costs; and
 - (ii) extra cleaning and deodorising costs;
- (d) for all Damage and Third Party Loss arising from a Major Breach of the Rental Contract; and
- (e) for all Damage and Third Party Loss for which Damage Cover is excluded pursuant to clause 9.1 or reduced pursuant to clause 9.2.

13.3 Credit card authority

- (a) By signing the Rental Agreement, You authorise Us to debit Your credit card, process any pre-authorisation, or charge any other payment method You have authorised, at the Start of the Rental, during the Rental Period and within a reasonable time after the End of the Rental, for any amount that is properly due to Us and remains unpaid under the Rental Contract or that We are entitled to hold as security under the Rental Contract, provided We have first given You an itemised notice of the amount claimed and a reasonable opportunity to query it, except where immediate processing is reasonably necessary to prevent chargeback expiry, preserve a pre-authorisation, secure overdue amounts or pay amounts to a third party for which You are liable.
- (b) We may make more than one charge if amounts become payable at different times.
- (c) We must refund or reverse any amount incorrectly charged as soon as reasonably practicable after becoming aware of the error.
- (d) Amounts that may be charged include:
 - (i) the Rental Charges;
 - (ii) tolls;
 - (iii) speeding and traffic fines and infringements;
 - (iv) fines or charges imposed for parking;
 - (v) administrative charges for unpaid tolls, fines or infringements;
 - (vi) extra cleaning and deodorising costs;
 - (vii) refuelling costs;
 - (viii) the Damage Excess; or
 - (ix) any amount due to Us as a result of a Major Breach.
 - (x) any release fees, storage charges, towing charges, recovery charges, inspection costs or Loss of Use payable under clause 7.8; and
 - (xi) any other amount payable by You under the Rental Contract.

13.4 Default in payment

- (a) By entering into the Rental Contract You agree to pay all amounts payable by You under the Rental Contract when due. Each amount is recoverable by Us as a debt due to Us.
- (b) Acting reasonably, We may decline future rentals if there is any default in payment of amounts due under the Rental Contract that remains unpaid for more than 14 days after We have given You notice of the default and a reasonable opportunity to remedy it.
- (c) If You default in the payment of any moneys owed to Us under the Rental Contract:
 - (i) You **must** pay Us interest on that overdue amount calculated daily from seven (7) days after the date that overdue amount became payable until the date of payment at the lower of 10% per annum and the rate that reasonably reflects Our loss from late payment;

- (ii) We may engage a mercantile agent or debt collector and You **must** pay the reasonable costs and charges We actually incur in recovering or attempting to recover that overdue amount, including mercantile or debt collection fees, commission and legal costs, but only to the extent those costs are reasonably incurred and permitted by law; and
- (iii) to the extent permitted by law, and only after giving any notice required by the Privacy Act 1988 (Cth), We may provide information about that default to a credit reporting body and 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 1988* (Cth) 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 Vehicle, You **must** 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 Vehicle to the Vehicle manufacturer's app to Your mobile phone or other device so that You can remotely lock and unlock the Vehicle, check its location and access other functions, at the end of the Rental Period You **must** remove or delete the 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 Vehicle, We are not responsible for:
 - (i) removing Your Personal Information, data or mobile phone numbers;
 - (ii) any future use of Your account by third parties subsequently renting the Vehicle; or
 - (iii) access by a third party to, or disclosure of, any Personal Information collected by the Vehicle.

13.6 Personal items left in the Vehicle

If personal items are left in the Vehicle at the End of the Rental, We will take reasonable care of them for 14 days, during which time You may reclaim them at Your cost. If they are not reclaimed within that period, We may deal with them in accordance with applicable law, including by disposal or donation 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.
- (b) If You do not wish to wait for the full inspection, or if the Vehicle is returned outside business hours or at a place where an immediate inspection is not practicable, We will use reasonable endeavours to conduct the inspection within one (1) Business Day after We next have a reasonable opportunity to do so and, if We detect Damage, missing items, cleaning issues or any other non-compliance with the Rental Contract, We will notify You as soon as reasonably practicable.

13.8 Failure to return the Vehicle on time or to the Rental Depot

- (a) If the Vehicle is not returned on the scheduled date and at the time shown in the Rental Agreement, We may, after making reasonable attempts to contact You and if the delay is material or ongoing, terminate the Rental Contract and recover the Vehicle by lawful means, provided We have given You notice where reasonably practicable in the circumstances.
- (b) If the Vehicle's location is unknown, after making reasonable but unsuccessful attempts to contact You, We may contact the police and report the Vehicle as missing or stolen, as appropriate. You must pay any reasonable towing, recovery, transport, storage, repossession and related third party fees incurred in locating, securing and recovering the Vehicle.
- (c) If the Vehicle is left at any other place than the Rental Depot from which it was rented:
 - (i) the termination of the Rental Contract will take effect only after the Vehicle has been collected by Us and an inspection for Damage has occurred; and
 - (ii) You are responsible for Damage to the Vehicle up until this time of collection and inspection.

14 Major Breach

14.1 What is a Major Breach?

You or any Authorised Driver commit a Major Breach of the Rental Contract if:

- (a) there is a breach of any of the following by You or an Authorised Driver:
 - (i) any part of clause 2 (who may drive the Vehicle);
 - (ii) any part of clause 3 (prohibited use);
 - (iii) any part of clause 4 (prohibited areas of use);
 - (iv) any part of clause 6 (care of the Vehicle); or
 - (v) clause 11.2 (repair without authority),
 and that breach causes or materially contributes to Damage, theft of the Vehicle or Third Party Loss;
- (b) there is a breach of:
 - (i) clause 5.1 (false and misleading information);
 - (ii) clause 5.3 (payment of the Rental Charges for Longer Term Rentals);
 - (iii) clause 5.9 (occupational health and safety);

- (iv) any part of clause 12 (Accident and theft 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;
- (v) clause 15.4(b) (interference or circumvention of an immobiliser); or
- (vi) clause 17.2(d) (tampering with, or removal of, the Tracking Device);
- (c) the Vehicle is stolen by You or an Authorised Driver or by any person acting for You, at Your direction or on Your behalf; or
- (d) You or an Authorised Driver have acted dishonestly or fraudulently.

14.2 No Damage Cover

If You or any Authorised Driver:

- (a) commit a Major Breach of the Rental Contract;
- (b) drive the Vehicle in a reckless manner so that a substantial breach of road safety legislation has occurred; or
- (c) commit a severe traffic violation involving evasion of police or dangerous, anti-social or reckless driving,

Damage Cover is excluded to the extent the relevant conduct causes or materially contributes to the relevant Damage, theft of the Vehicle, Loss of Use or Third Party Loss, and You and any Authorised Driver are liable for:

- (i) Damage, theft of the Vehicle and Loss of Use to that extent;
- (ii) Third Party Loss to that extent; and
- (iii) all reasonable additional costs or expenses We incur in recovering the Vehicle and any reasonable storage costs to the extent caused by that conduct.

15 Termination of the Rental Contract



IMPORTANT NOTICE

Damage Cover may be reduced or excluded, and the Vehicle may be repossessed, if there is a Major Breach of clause 15.4(b). See clause 14 (Major Breach) and clause 15.1 (Termination and repossession) for further details.

15.1 Termination and repossession

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

- (a) there has been a Major Breach;
- (b) there has been conduct of the type described in clause 14.2(b) or clause 14.2(c);
- (c) the Vehicle has been illegally parked for longer than 24 hours and You have not remedied the situation within a reasonable time after notice, where practicable; or
- (d) the Vehicle is apparently abandoned.

15.2 Our rights on termination

If the Rental Contract is terminated:

- (a) it will not affect Our right to receive any money We are owed under the Rental Contract;
- (b) to the extent permitted by law, You give Us permission to access and enter premises under Your control at reasonable times, on reasonable notice where practicable, to repossess the Vehicle, provided We do not use unreasonable force and do not cause unnecessary damage; and
- (c) You **must** pay any reasonable towing or recovery fees incurred in the Vehicle's repossession to the extent caused by Your breach of the Rental Contract.

15.3 Termination of the Rental Contract through bankruptcy or insolvency

We may terminate the Rental Contract if:

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

15.4 Immobilisation of the Vehicle

- (a) You acknowledge that an immobiliser may be fitted to the Vehicle and that We may activate, use or direct the use of an immobiliser where reasonably necessary to:
 - (i) protect the Vehicle where We become aware of the Vehicle being driven at excessive speed or in a manner that may cause injury or harm to a member of the public or Damage to the Vehicle;
 - (ii) locate, recover or repossess the Vehicle where it has travelled into a prohibited area of use (clause 4) or beyond a designated geographical fence that We informed You about before the Start of the Rental; or
 - (iii) respond to suspected theft, unlawful use, unauthorised use, abandonment, non-payment of the Rental Charges, a Major Breach of these Terms and Conditions, or a failure to return the Vehicle when required.
- (b) You **must not** tamper or interfere with the operation of the immobiliser and any interference with, or attempted circumvention of, an immobiliser or related system is a Major Breach and entitles Us to terminate the Rental Contract immediately and recover the Vehicle without notice.

16 Personal Property Securities Act 2009 (Cth)

16.1 Interest is as bailee only

You have no right to, or interest in, the Vehicle other than as a bailee and You **must not** knowingly do anything that creates or purports to create any other right or interest in the Vehicle in Yourself or Your nominee, except as permitted by law or with Our prior written consent.

16.2 Security Interest

You acknowledge that:

- (a) the Rental Contract may create a security interest (**Security Interest**) (as that term is defined in the *Personal Property Securities Act 2009 (Cth)*) in the Vehicle;
- (b) We have a Security Interest in the Vehicle and the 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

Damage Cover may be reduced or excluded, and the Vehicle may be repossessed, if there is a Major Breach of clause 17.2(e). See clause 14 (Major Breach) and clause 15.1 (Termination and repossession) for further details.

17.1 Personal Information

- (a) We are committed to respecting Your privacy and will collect, hold, use and disclose Your Personal Information in accordance with applicable privacy laws and Our Privacy Policy.
- (b) When We collect Your Personal Information, We will do so for purposes connected with verifying Your identity, eligibility, licence status and payment details, providing rental services to You, administering the Rental Contract, managing reservations, payments, claims and complaints, recovering amounts owed, contacting You about the Vehicle or the Rental Contract, complying with legal obligations and protecting Our legitimate interests.
- (c) We will collect only Personal Information that is reasonably necessary for those purposes. If You choose not to provide information reasonably required for those purposes, We may not be able to provide those rental services to You.
- (d) We may disclose Your Personal Information to Our related bodies corporate, service providers, insurers, claims managers, roadside assistance providers, debt recovery agents, professional advisers, government authorities and law enforcement agencies where reasonably necessary for the purposes described above or as otherwise permitted or required by law.
- (e) We may also collect Your Personal Information from third parties where permitted by law, including from identity verification providers, payment service providers, government authorities and law enforcement agencies.
- (f) 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, manage and protect the Vehicle, We may fit a Tracking Device to the Vehicle to enable Us to monitor the condition, performance, use and operation of the Vehicle and to its geographical location and movements.
- (b) Information from the Tracking Device may be collected, used, disclosed and retained by Us during and after the Rental Period for:
 - (i) administering the Rental Contract and monitoring compliance with it;
 - (ii) investigating incidents, Accidents, Damage, theft, suspected unlawful activity, or breaches of the Rental Contract;
 - (iii) locating and recovering the Vehicle;
 - (iv) managing Damage claims;
 - (v) responding to emergencies; and
 - (vi) resolving complaints, claims, disputes or legal proceedings.
- (c) When You sign the Rental Agreement, You acknowledge and, to the extent required by law, consent to Us:
 - (i) using the Tracking Device on the Vehicle during the Rental Period; and
 - (ii) collecting, using, disclosing and retaining information from the Tracking Device for those purposes and in accordance with this clause 17.2, subject to applicable privacy law.
- (d) If the Tracking Device appears not to be functioning properly, has been damaged, has been removed, or You become aware of any actual or suspected tampering, interference or malfunction affecting the Tracking Device, You **must** notify Us as soon as possible.
- (e) You **must not**:
 - (i) tamper with, disable, interfere with, obscure or remove the Tracking Device, or permit any other person to do so; and

- (ii) You **must** promptly notify Us if You become aware that the Tracking Device is damaged, malfunctioning or has been removed.

18 Dispute resolution

18.1 Resolving Your dispute

- (a) We welcome every opportunity to resolve any concerns You may have with Our service and are committed to dealing with complaints fairly, promptly and in a transparent manner.
- (b) If You believe there has been an error in Your account or if You have any complaint, You should first raise the matter with staff at the Rental Station. Our staff will use reasonable endeavours to assist You to rectify the error or resolve the complaint as soon as practicable. If they are unable to assist You, or if Your concerns are not resolved to Your satisfaction, You may refer the matter to Our internal dispute resolution (**IDR**) process.
- (c) When making a complaint or referring a matter to IDR, You should provide sufficient details to enable Us to investigate the matter, including Your name, contact details, account or agreement details, a description of the issue, any supporting documents and the outcome You are seeking.

18.2 IDR process

- (a) Upon receipt of Your referral to IDR, Our IDR officer will acknowledge receipt of Your referral as soon as practicable and will investigate the matter in good faith. As part of that process, We may request further information from You and may contact You to discuss the complaint and possible options for resolution. We will use reasonable endeavours to reach a fair and satisfactory outcome.
- (b) If We require further information from You in order to investigate the matter, You must provide that information within a reasonable time after We request it. Any delay in receiving requested information may affect the time required for Us to complete Our investigation.
- (c) We will advise You of the outcome of Your IDR referral in writing within 45 days after receiving the referral, and We will use Our best endeavours to do so within 21 days. Our response will set out the outcome of Our investigation, the reasons for Our decision and any action We propose to take to resolve the matter.
- (d) If We are unable to provide You with a final response within 45 days, We will, before the end of that period where practicable, notify You of the reasons for the delay, the progress of Our investigation and the expected timeframe for providing Our final response.

18.3 IDR contact

You may refer a complaint to Our IDR process using any of the following contact details. A referral may be made by phone or email and should include the information described above.

- (a) phone: 03 9339 4490
- (b) email: enquiry@sgcarrentals.com.au

19 Definitions and interpretation

19.1 Definitions

In these Terms and Conditions:

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

- (a) a collision between the Vehicle and another vehicle or object, including animals and roadside infrastructure;
- (b) rollovers; and
- (c) weather events, including hail, storms and cyclones,

that results in Damage or Third Party Loss.

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

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.

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

Commercial Vehicle means a Vehicle that is a van, utility, truck or bus that is constructed and used for the carriage of goods or property or for the transport of 12 persons or more, including the driver.

Damage means:

- (a) any loss of or damage to the Vehicle, including its engine, parts, components and accessories, including any GPS unit, however caused, that is not fair wear and tear;
- (b) towing, recovery and salvage costs;
- (c) reasonable assessing, investigation, appraisal and assessment fees actually incurred; and
- (d) Loss of Use,

and, for the avoidance of doubt, any damage to the windscreen, headlights, lights or tyres that makes the Vehicle unroadworthy is not fair wear and tear.

Damage Cover (sometimes referred to as collision damage waiver) means the cover You and an Authorised Driver have for:

- (a) Damage to the Vehicle;
- (b) theft, or attempted theft of the Vehicle; and

(c) Third Party Loss,
under clause 8, but subject to the Damage Cover Exclusions in clause 9.

Damage Excess means the amount, including GST, up to which You **must** pay Us in the event of an Accident or attempted theft that causes Damage or Third Party Loss, or if the Vehicle has been stolen and not recovered. Loss of Use is additional to the Damage Excess.

End of the Rental means the date and time shown in the Rental Agreement when the rental ends and by which date and time the Vehicle **must** be returned to Us.

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 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 Vehicle, it has been stolen or there is Third Party Loss.

Longer Term Rental means a rental where the Rental Period is one (1) month or more.

Loss of Use means Our reasonable net loss from the Vehicle being unavailable for rental, use, inspection, repair, replacement, recovery, transport, storage, cleaning, decontamination, assessment or administration because of Damage, theft, attempted theft, late return, failure to return, abandonment, repossession, servicing non-compliance or any other act or omission of You or any Authorised Driver that makes the Vehicle unavailable or unsuitable for rental, calculated on a daily basis by reference to the daily rate shown in the Rental Agreement, less any costs saved. and any amount We avoid losing by re-renting another vehicle or otherwise mitigating Our loss. Loss of Use is additional to Your Damage Excess liability in the event of an Accident or theft and is additional to Your Damage liability if there has been a Major Breach.

Major Breach has the meaning given in clause 14.1.

Off Road means any area, surface or terrain other than a sealed road or an Unsealed Road, including any unformed road, fire trail, track, river or tidal crossing, creek bed, beach, stream, dam, river, flood water, sand, desert, rocky terrain, field, paddock, construction area, quarry, bushland, scrub, embankment, private property access track or any other area not designed, constructed or maintained primarily for ordinary passenger vehicle use, whether or not the area is accessible by vehicle, signposted, commonly used by other vehicles or appears safe to drive on.

Overhead Damage means Damage to the Vehicle or Third Party Loss caused by:

- (a) 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;
- (b) objects being placed on the roof of the Vehicle; or
- (c) You or any person standing or sitting on the roof of the Vehicle.

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

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.

Rental Depot 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.

Security Deposit means the amount shown on the Rental Agreement We collect from You at the Start of the Rental as security for the Rental Charges and other fees and charges incurred during Your rental and the amount is fully refundable subject to clause 5.4.

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 Vehicle.

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

Terms and Conditions means these rental Terms and Conditions.

Third Party Loss means loss of or damage to third party property, including other motor vehicles, and any claim for third party economic loss arising directly from that property damage.

Tracking Device means a GPS or other device that is fitted to the 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 Vehicle, including damage to the chassis, transmission, differential, suspension, exhaust system, fuel tank or axles, 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 include any damage arising from an impact with another vehicle.

Unsealed Road means a road that has been formed and constructed but is not sealed with tar, bitumen or concrete, but does not include a road:

- (a) undergoing temporary roadworks; or
- (b) less than 500 metres and used to reasonably access or leave:
 - (i) accommodation;
 - (ii) a residence;

- (iii) a business premises; or
 - (iv) a designated tourist destination,
- that cannot reasonably be accessed by a sealed road.

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, Tracking Device, child restraints, spare tyre and first aid kit (if supplied) and includes any replacement Vehicle.

We, Us, Our means SG Car Rentals Pty Ltd ABN 26 201 141 528.

You, Your means the person, whether an individual, firm, company or government agency, that rents the Vehicle from Us and whose name is shown in the Rental Agreement. A reference to You includes an Authorised Driver only where the context makes that clear or where the relevant obligation is expressed to apply to an Authorised Driver.

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 (2) or more persons, each person is bound jointly and severally for obligations under the Rental Contract, except that a person is not liable for any fraud, wilful misconduct, Major Breach or other act of another person unless that person participated in, authorised, knew of and failed to take reasonable steps to prevent, or benefited from it; and
- (c) references to legislation include any amendment, re-enactment or replacement of that legislation.