

VEHICLE RENTAL AGREEMENT TERMS AND CONDITIONS

This is an Agreement between the prospective hirer identified on the rental agreement (you) and the Company identified on the rental agreement (the Company) to rent the motor vehicle described on the rental agreement including all accessories, tools, tyres and equipment and any replacement vehicle (the vehicle).

1. VEHICLE RENTAL CONDITION AND RETURN

The vehicle is delivered to you in good operating condition and with the seal of the odometer unbroken. You agree to return the vehicle in the same condition (except for ordinary wear and tear NOT INCLUDING WINDSCREEN AND TYRE DAMAGE) together with all tools, tyres, accessories and equipment to the location specified on the rental agreement and on the date there specified (or sooner, if demanded by the Company). The Company may take possession of the vehicle without demand and at your expense, if it is illegally parked, used in violation of the law or of this agreement or if it is apparently abandoned.

Note: The Company must be notified and agree to any extension of the period of hire beyond that stated on the rental agreement in advance of the return date and time. If the vehicle is not returned within 6 hours of the due time, it will be reported to the police as a stolen vehicle.

Vehicles displayed are for demonstration purposes only. Brands and models may vary and the vehicles are subject to availability at the time of rental.

2. UNAUTHORISED AND PROHIBITED USE

Persons who must not drive the rental vehicle:

- a. A person who is not identified on the rental agreement.
 - b. A person who is not licensed for that class of vehicle.
 - c. A person whose blood alcohol exceeds the lawful level or a person under the influence of a drug.
 - d. A person who has given or for whom you have given a false name, age, address or driver's licence details.
- Circumstances in which and/or for which the vehicle must not be used unless pre-arranged and authorized by us:
- e. Outside the area of use limitations shown on the rental agreement,
 - f. On non-mainland, unsealed or ungazetted roads or off road conditions
 - g. To carry persons for hire or to carry any inflammable, explosive or corrosive materials.
 - h. To propel or tow any vehicle, trailer, boat or other object
 - i. To carry any greater load or more persons than is lawful.
 - j. In a dangerous manner including for racing, pace making, speed or reliability trials, or hill climbing.
 - k. In contravention of any legislation or regulation controlling vehicular traffic or for any illegal purpose.

3. FINANCIAL OBLIGATIONS

YOU ARE RESPONSIBLE FOR AND YOU AUTHORISE THE COMPANY TO DEBIT YOUR CREDIT/DEBIT CARD/DEPOSIT (and you will pay on demand any balance) WITH THE FOLLOWING CHARGES:

- a. All rental charges specified on the rental agreement.

- b. All charges claimed from the Company in respect of parking or any other alleged traffic infringements incurred during the period of hire or until such later time as the vehicle is returned to the Company.

- c. All charges for repair to the vehicle including loss of use, legal expenses, assessment fees, towing and recovery, storage and company service charges where:

- i. any condition of this agreement, and in particular Condition 2, or any special condition on the rental agreement has been breached;
- ii. the vehicle is involved in a single vehicle accident (SVA) unless the Company waives such loss to an amount shown on the rental agreement;
- iii. the interior or underbody of the vehicle is damaged regardless of cause in a single vehicle accident;
- iv. you have left the vehicle unlocked, or not kept the key secure and under your personal control
- v. the vehicle is totally or partially immersed in water regardless of cause;
- vi. the vehicle is damaged by driving it under or into an object lower than the height of the vehicle;
- vii. you have failed to immediately rectify or report to us any defect of which you become aware;
- viii. the seal of the odometer has been broken – excess kilometres of 300 kilometres per day will also be charged

- d. Possible additional charges

- i. **Cleaning:** The vehicle has to be returned in a similar state of cleanliness as when it was picked up. Cleaning fees of at least \$33 will apply if the vehicle requires extensive cleaning.
- ii. **Smoking:** All vehicles are non-smoking. A cleaning fee of at least \$99 will apply for cigarette smell or ash residue.
- iii. **Re-fuelling:** The vehicle must be returned with the same amount of fuel as at the commencement of the rental. If the vehicle is returned with less fuel you will be charged the cost of the fuel plus a re-fuelling fee as stipulated in the rental agreement.
- iv. **Excess KMs:** Excess KMs charges as specified on the agreement will apply. In the case of any unauthorised travel outside of the area of use an excess KM charge of \$0.33/km for all KMs above 100km/day applies.
- v. **Roadside Assistance:** The company is a member of the RACQ and their 1800 number is on the key ring. You will be required to quote the registration and service number. NOTE: Running out of fuel, a flat battery due to negligence, locking the keys in the car and flat tyres are will incur a callout fee of \$88 payable to the Company.
- vi. **Accidents.** In case of damage to the vehicle you are liable for repair costs including loss of use, legal expenses, assessment fees, towing and recovery, storage, third party claims and company service charges (subject to the loss/damage waiver below). All accidents must be reported to us before any repairs or salvage is undertaken. The accident damage form, which can be found in the glove box, MUST be carefully completed in the event of any

incidents/ accidents. Do not admit liability for any claim, loss or demand. An administration fee as specified on the rental agreement will apply.

- vii. **Tyre and window damage.** Tyre repairs, lost or broken hubcaps, windows and windscreen damage are your responsibility, unless tyre/windscreen waiver has been purchased.
- viii. **Traffic Infringements and Unpaid Tolls.** An administration fee as specified on the rental agreement will apply if we receive any traffic infringements or unpaid tolls incurred during your rental.
- ix. **Water damage (other than by total or partial immersion), hail, fire, storm, or other natural disasters.** Your liability for damage is limited to the LDW (if granted) plus \$2,200.

Joint hirers, the credit card holder and all drivers are jointly and severally responsible under this agreement.

Special Note: If you have paid by use of a debit/credit card or directed the Company to bill charges to some other person, corporation, firm or organization who or which fails make payment when due, you will immediately pay the full amount due to the Company on demand.

4. LOSS/DAMAGE WAIVER (LDW)

If you act within the terms and conditions of this agreement the Company will grant a loss/damage waiver (including legal costs incurred with our consent) for your benefit in respect of damage to the vehicle or third party damage other than any property owned by you (or any friend, relative, associate or passenger) or in your physical or legal control. This waiver is subject to:

- a. Your payment of the Liability charge stated on the rental agreement.
 - b. You not having acted or having caused any other person to have acted in any manner which is in contravention of this agreement including the special conditions on the rental agreement.
 - c. You not being covered under any policy of insurance.
 - d. You providing such information and assistance as may be requested and, if necessary, authorizing the Company insurer to bring, defend or settle legal proceedings, but the Company shall have sole conduct of the proceedings.
- In the event of damage you will be charged the amount of the LDW and should the cost of the damage be less than the LDW, you will be reimbursed the difference.

5. GENERAL PROVISIONS

- a. You will promptly report any accident or loss involving the vehicle to the Company and will deliver to the Company immediately, every summons, complaint or paper in relation to such loss. Compliance with this subparagraph does not excuse the hirer from reporting an accident to police or other proper authorities.
- b. You release and hold harmless the Company (and its agents and employees) from all claims for loss or damage to their personal property, or that of any other person left in the vehicle, which is received, handled or stored by the company at any time before, during or after this rental period, whether due to the Company's negligence or

otherwise. Any lost property found in the vehicle will be stored for 7 days and will then be disposed of.

- c. Baby seat/capsule and roof rack installation is the responsibility of the hirer. The Company accepts no responsibility for incorrectly installed items.
- c. Except as provided by law no driver or passenger in the vehicle shall be or deemed to be the agent, servant or employee of the Company in any matter for any purpose whatsoever.
- d. Except as required by law the company gives no express or implied warranty as to any matter whatsoever including without limitation the condition of the vehicle and equipment, its merchantability or fitness for any particular purpose.
- e. No right of the Company under this agreement may be waived except in writing by an officer of the company.

6. PRIVACY

We are committed to protecting your privacy. We collect personal information in order to process the rental agreement.

I HAVE READ, UNDERSTOOD AND ACCEPTED THE TERMS AND CONDITIONS, BEFORE MAKING ANY AGREEMENT TO HIRE ANY VEHICLE.

(Driver 1 – Signature)

(Print Name)

(Driver 2 – Signature)

(Print Name)

(Driver 3 – Signature)

(Print Name)

ROADS AND MARITIME SERVICES TERMS AND CONDITIONS

Roads and Maritime Services (ABN 76 236 371 088) (RMS), through Rental Co as RMS' agent, offers an E-Toll Facility to You on these RMS Terms and Conditions which comprise:

- the RMS E-Toll Facility Terms and Conditions; and
- the RMS Privacy Consent and Agreement.

I have read, understood and agree to be bound by these RMS Terms and Conditions, including the obligation to pay RMS a Service Fee of \$3.30 for each calendar day on which the Vehicle incurs a Toll.

Signature

Name in full

Date

RMS E-TOLL FACILITY TERMS AND CONDITIONS

1. Your E-Toll Facility

- Your E-Toll Facility is provided by RMS to You to enable You to pay Tolls and Fees relating to the E-Toll System in accordance with these RMS Terms and Conditions.
- In order to use Your E-Toll Facility, You or Your Authorised Driver must travel in an Electronic Tolling Lane.
- You remain responsible at all times for the acts and omissions of any Authorised Driver, any other person using the Vehicle or any Authorised Representative using or operating Your E-Toll Facility, including for any Tolls and Fees they incur.
- A Tag may be installed in Your Vehicle as part of the E-Toll Facility. The Tag is the property of RMS. You must not use any other tag in the Vehicle or register for any other electronic or video tolling product in relation to the Vehicle. If You do use another tag or electronic or video tolling product, You will still be charged Tolls and Fees by RMS under these RMS Terms and Conditions and You may be charged other amounts by the provider of the other tag or electronic or video tolling product used.

2. Payments, fees and charges in connection with Your E-Toll Facility

- You must pay the following amounts to RMS in connection with the use of Your E-Toll Facility:
 - all Tolls (it is Your responsibility to be aware of all Tolls payable in connection with the use of a toll road);
 - the Service Fee for each calendar day on which the Vehicle incurs a Toll using Your E-Toll Facility (part of which is paid by RMS to Rental Co);
 - a Processing Fee in the circumstances described in clause 5(b);
 - a Dishonour Fee in the circumstances described in clause 3(c); and
 - any other costs reasonably incurred by RMS in enforcing its rights under these RMS Terms and Conditions, including any fees or charges imposed by a third party on RMS where You have refused or failed to pay any amount under these RMS Terms and Conditions.
- You acknowledge that if You fail to pay any Tolls or Fees as required by these RMS Terms and Conditions, RMS may refer that failure to a Credit Reporting Agency.

- RMS will debit Tolls and Fees from the Nominated Card as soon as practicable after the relevant Tolls and Fees are incurred or, where applicable, notified to RMS by a toll road operator.

- If:
 - there are insufficient funds available in the Nominated Card to meet Your payment obligations under these RMS Terms and Conditions; or
 - a transaction on the Nominated Card is declined for any reason, save for:
 - the negligence of, or wilful misconduct by, RMS or any of its officers, employees or agents; or
 - an RMS systems error,

You will be charged a Dishonour Fee by RMS and You (or, if relevant, the Nominated Card Holder) may be charged fees, charges and interest by Your financial institution or, if relevant, the financial institution of the Nominated Card Holder.

- You must ensure that You immediately provide RMS with details for an alternative Nominated Card, which can be used to meet Your obligations under these RMS Terms and Conditions, and an authority for RMS to debit the alternative Nominated Card, if:
 - the existing Nominated Card is cancelled, suspended or is otherwise not useable; or
 - the existing Nominated Card Holder cancels Your authorisation to use the existing Nominated Card.

4. Errors in charging Tolls and Fees

- If RMS incorrectly credits You with, or pays to You, an amount in connection with Your E-Toll Facility RMS may recover that amount from You provided that RMS has given You 10 days prior written notice of its intention to do so.
- RMS will pay, within a reasonable time, any refund due to You in connection with Your E-Toll Facility by such method as RMS may reasonably choose.

5. E-Toll Facility Transaction Summary

- You may view a Transaction Summary without charge at any time by logging on to www.myetoll.com.au.
- If You request that RMS provides a Transaction Summary to You, You will be charged the applicable Processing Fee for the method of delivery elected by You (if that method is stated to be available).

6. Lost, stolen or malfunctioning Tags

- You must immediately inform Rental Co if either of the following occur:
 - the Tag is lost or stolen or You become aware that the Tag malfunctions or is in any way defective; or
 - the Vehicle is lost or stolen.
- If You inform Rental Co that the Tag is malfunctioning or is in any way defective, Your E-Toll Facility will still enable You to use the E-Toll System and to pay Tolls and Fees in accordance with these RMS Terms and Conditions and You will continue to be liable for Tolls and Fees.
- If the Tag or the Vehicle is lost or stolen and You have immediately informed Rental Co, You will not be liable for Tolls and Fees incurred by that Tag or Vehicle from the time that You have informed Rental Co.

7. GST

- Unless otherwise indicated, all Tolls and Fees are inclusive of GST.
- If GST is stated as not to be inclusive, You are liable for any GST payable.

8. General

- New South Wales laws govern these RMS Terms and Conditions.
- Unless agreed otherwise, if You, an Authorised Driver or Authorised Representative need to notify RMS of any matters or make a request in relation to Your E-Toll Facility, it must be made in writing by

mail, email or facsimile. All notice details are contained on www.myetoll.com.au or You may call 131 865. Notification is effective only upon RMS' receipt of written confirmation.

9. Definitions

In these RMS Terms and Conditions, except where the context otherwise requires:

"Authorised Driver" means each "Hirer" or "Driver" specified in Your Rental Vehicle Agreement.

"Authorised Representative" means an individual who is 18 years or older and who is authorised by You to use and access Your E-Toll Facility.

"Credit Reporting Agency" means a corporation that carries on a credit reporting business.

"Dishonour Fee" means a fee of \$1.15.

"Electronic Tolling Lane" means a Tolling Lane which is designated as permitting the payment of Tolls by electronic means.

"E-Toll Facility" means the facility described in clause 1(a).

"E-Toll System" means the entire system relating to electronic tolling operated by RMS, any operator of a toll road or any Tag Issuer or Pass Issuer.

"Fees" means each of the fees and costs (and any taxes applicable to them) described in clauses 2(a)(ii) - 2(a)(v) inclusive of these RMS Terms and Conditions.

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

"Nominated Card" means a valid credit card or MasterCard or Visa branded debit card nominated by You as the source of payment for all Tolls and Fees.

"Nominated Card Holder" means a person other than You who holds a Nominated Card.

"Pass Issuer" means a toll road operator that uses the E-Toll System and issues, or an entity that does not operate a toll road but issues, passes or other electronic or video tolling products for the purpose of the E-Toll System.

"Processing Fee" means in relation to a Transaction Summary delivered:

- by mail, a fee of \$5.00; or
- by email, a fee of \$2.20.

"Rental Vehicle Agreement" means the agreement entered into between You and Rental Co comprising the document titled "Rental Agreement" and any other document given to You by Rental Co at Vehicle pick-up.

"Rental Co" means Yellow Circle Pty Ltd (ABN 69 143 859 321) as the trustee for the Yellow Circle Trust ABN 78 855 977 039.

"RMS Terms and Conditions" means these Roads and Maritime Services Terms and Conditions which comprise the "RMS E-Toll Facility Terms and Conditions" and the "RMS Privacy Consent and Agreement".

"Service Fee" means a fee of \$3.30.

"**Tag**" means the RMS device installed in the Vehicle to enable the payment of Tolls by electronic means.

"**Tag Issuer**" means a toll road operator who uses the E-Toll System and issues tags, or an entity that does not operate a toll road but issues tags for the purpose of the E-Toll System.

"**Toll**" means all toll charges or other fees and charges imposed by the operator of a toll road for, or taxes payable in respect of, each Trip taken by the Vehicle during the period in which You have hired the Vehicle.

"**Tolling Lane**" means a lane on a toll road at a toll collection point.

"**Tolls and Fees**" means all Tolls and Fees and any other payments, amounts or charges referred to in these RMS Terms and Conditions.

"**Transaction Summary**" means a summary of the transactions (including the Tolls and Fees incurred) on Your E-Toll Facility.

"**Trip**" means the driving of a Vehicle past a toll collection point.

"**Vehicle**" has the same meaning given to that term in Your Rental Agreement.

"**You**" or "**Your**" refers to the person(s) who have agreed to be bound to these RMS Terms and Conditions and with whom the Rental Agreement is made.

10. Interpretation

- (a) Headings are for convenience only and do not affect interpretation. Any use of the singular includes the plural and the converse applies. A gender includes all genders.
- (b) Any reference to **dollars** and \$ is to Australian currency.
- (c) The word includes in any form is not a word of limitation.
- (d) A reference to a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity.

RMS PRIVACY CONSENT AND AGREEMENT

RMS is required to comply with Privacy Laws and other road transport, driver licensing and vehicle registration legislation when dealing with any Personal Information, including E-Toll Information.

This RMS Privacy Consent and Agreement contains consents and promises from You in relation to E-Toll Information collected from You and from third parties to enable RMS and others to collect, use and disclose it for Permitted Purposes. You are not required by law to provide E-Toll Information to RMS, but if You do not, RMS will not be able to provide the E-Toll Facility to You. Your Personal Information will be held by RMS at Level 3, Octagon Building, 99 Phillip Street Parramatta or at any new or additional address or addresses disclosed in RMS' privacy policy from time to time.

RMS' privacy policy, which explains RMS' privacy practices including how to make an application to access or correct information about You or a complaint, and RMS' complaints handling processes, is available at: <http://rms.nsw.gov.au/gipa/privacy/index.html> or (02) 8588 4981.

Consents given by You

1. In exchange for RMS providing the E-Toll Facility, You consent to and authorise:
 - (a) collection of E-Toll Information by any Authorised Information Recipient from any person (including from Rental Co and from video and/or camera surveillance of toll roads conducted by RMS or third parties for traffic management or toll violation enforcement purposes);
 - (b) use and disclosure of E-Toll Information by and to Authorised Information Recipients for the Permitted Purposes;
 - (c) disclosure of E-Toll Information in online accounts accessible to any person with access to Your Agreement Number and surname; and
 - (d) disclosure of E-Toll Information to persons outside Australia for the Permitted Purposes on the basis that RMS is not required to ensure that any overseas recipient complies with the Privacy Laws.

Promises made by You

2. You promise that:
 - (a) prior to disclosing any information to RMS or Rental Co about an Individual, You have obtained their consent to the matters in clause 1 of this RMS Privacy Consent and Agreement; and
 - (b) all information You provide to RMS about You or any Individual is or will be accurate, complete and up-to-date, and will not be false or misleading.

Definitions

"**Agreement Number**" means a unique agreement number provided to You by Rental Co or by RMS in connection with the Rental Agreement.

"**Associated Contractors**" means RMS' suppliers, agents, distributors and contractors in relation to any Permitted Purposes.

"**Authorised Information Recipient**" means RMS, Rental Co and each Authorised Driver, Authorised Representative and Intended Recipient.

"**Clearing House**" means any person who operates a clearing house for operators of toll roads, or Tag Issuers or Pass Issuers or any combinations of these.

"**E-Toll Information**" means any information relating to You or Your E-Toll Facility, Vehicle, the location of a Tag or Vehicle at any time, the direction of travel, or video and/or camera surveillance operated at toll roads. E-Toll Information may include Personal Information about:

- (a) You; or

- (b) any Individual,

including a name, address, phone number, email address, drivers licence number, date of birth, Vehicle hire and usage information, billing or financial information, Rental Agreement, Nominated Card and other Personal Information contained in video and/or camera surveillance of toll roads for traffic management or toll violation enforcement purposes conducted by RMS or obtained by RMS from third parties.

"**Individual**" means any individual, including any Authorised Driver, Authorised Representative, and Nominated Card Holder.

"**Intended Recipients**" means the following parties both within and outside NSW: (i) Credit Reporting Agencies; (ii) Associated Contractors; (iii) Tag Issuers; (iv) Pass Issuers; (v) any bank, financial institution or Clearing House; (vi) RMS' professional advisers including legal advisers, accounting advisers and other professional advisers; (vii) driver licensing and vehicle registration agencies, law enforcement agencies, public revenue authorities, road safety authorities and solicitors in relation to motor vehicle accidents; (viii) owners and other operators of toll roads; and (ix) persons providing services to any of the entities set out in (i) to (viii).

"**Permitted Purposes**" means any one or more of:

- (a) facilitating the use of and carrying out functions and activities relating to: (i) tolls and their enforcement; (ii) the E-Toll System; (iii) any cashback system; (iv) Your E-Toll Facility and Tags; (v) verification of Your Rental Agreement (including verifying the details of a Nominated Card Holder); (vi) obtaining feedback about the E-Toll System and Your E-Toll Facility; and (vii) analysing information relating to traffic conditions, travel times and road usage and disclosing aggregate information (including to the public);
- (b) auditing of the E-Toll System;
- (c) law enforcement;
- (d) the enforcement of a law imposing pecuniary penalty;
- (e) the protection of the public revenue;
- (f) road safety;
- (g) release of information to solicitors acting as agents for their clients in relation to motor vehicle accidents where RMS is compelled to do so by a court order;
- (h) obtaining advice and professional services on a confidential basis;
- (i) market research and statistical analysis;
- (j) other purposes related or incidental to the purposes listed above; and
- (k) such other purposes as are permitted by Privacy Laws,

in each case both within and outside NSW.

"**Personal Information**" means information or an opinion (including information or an opinion forming part of a database and whether or not recorded in a material form) about an individual whose identity is apparent or can

reasonably be ascertained or is reasonably identifiable from the information or opinion and any other information subject to the Privacy Laws.

"**Privacy Laws**" means the privacy laws which apply to RMS from time to time, including the *Privacy and Personal Information Protection Act 1998* (NSW) for so long as it applies to RMS and any other current or future legislation, mandatory codes and policies relating to the handling of Personal Information which apply to RMS.

Other capitalised terms in this RMS Privacy Consent and Agreement have the meaning given in the RMS E-Toll Facility Terms and Conditions.

Clause 10 of the RMS E-Toll Facility Terms and Conditions applies to the interpretation of this RMS Privacy Consent and Agreement.