

Terms & Conditions of Rental

For a full list of East Coast Car Rentals additional Fees and Charges please visit our [Fees and Charges Guide](#).

1. Your Rental Contract

1.1 This contract (**Rental Contract**) You have entered into with East Coast Car Rentals comprises:

- a. the Fees and Charges Guide;
- b. the terms and conditions You agreed to at the time of booking (**Booking Terms and Conditions**); and
- c. the rental document for the hire of the Vehicle (**Rental Agreement**); and
- d. these terms and conditions of rental (**Terms and Conditions**).

When We refer to the Rental Contract We mean the combination of each of the documents referred to in clause 1.1 (a.) to (d.)

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

1.3 Please read the Rental Contract carefully. If there is anything that You do not understand please ask at the Rental Counter before signing the Rental Contract, as Your signature is Your acknowledgement that You have read and understood and have agreed to the terms of the Rental Contract in its entirety and You are bound upon signing it.

1.4 There are words and phrases used in the Rental Contract that have a particular meaning, namely:

Accident means an unintended and/or unforeseen collision between the Vehicle and any other object, including another vehicle, that may result in Damage and/or Third Party Loss.

Additional Rental Charges means the additional Rental Charge which We may charge You in accordance with clause 3.4.

Authorised Driver means any driver approved and recorded by Us on the Rental Agreement, or as otherwise agreed between You and Us in writing.

Claims Administration Fee means the fee charged to cover the expense We incur for handling Your claim and for making arrangements for repairs, towing and other administrative tasks associated with Damage and/or Third Party Loss. The fee ranges from \$50 plus GST for a single vehicle accident to \$200 plus GST where there is also Third Party Loss (as the expense We incur reasonably varies in these situations).

Corporate Services Agreement means any additional or different terms and conditions which apply to You because of Your account with Us.

Customer Own Insurance means that You have a Corporate Services Agreement with Us under which Your Rental Contract provides no cover for Damage or Third Party Loss arising from the use of the Vehicle.

Damage includes:

- a. any loss or damage to the Vehicle, however caused, that requires repair or replacement but does not include Reasonable Wear and Tear;
- b. salvage fees (but does not include towing fees);
- c. assessing fees; and
- d. Loss of Use.

Damage Cover means products You may purchase on or before the Start of Rental at an additional cost to reduce Your excess liability and includes Loss Damage Waiver and Windscreen and Tyre Cover.

Delivery and Collection Fees means a fee which We note either (i) in the Rental Agreement; or (ii) which we advise You is payable at the time You advise Us that You require a Delivery and Collection Service (and which advice We will confirm to You in writing as soon as practicable); or (iii) the amount We determine is reasonable where circumstances arise in which We must perform Delivery and Collection Services (and which amount We will advise You of as soon as practicable).

Delivery and Collection Service means a delivery and collection service that We provide to You which is not pre-arranged in the Rental Agreement, but is either requested by You or required as a result of the circumstances that have arisen during Your rental of the Vehicle (such as a Recovery of the Vehicle, an Accident involving the Vehicle, abandonment of the Vehicle, theft of the Vehicle or the occurrence of some other like event).

Early Return Fee means a fee which We may charge pursuant to clause 2.2, and determined in accordance with the Fees and Charges Guide.

East Coast Car Rentals means the entity that owns the Rental Counter from which you collect the Vehicle. For most rental counters, this will be: Rental Car Holdings Pty Ltd ABN 33 129 240 268 trading as East Coast Car Rentals. Some rental counters are owned and operated by independent third party licensees. If the rental counter you collect the Vehicle from is an independent third party licensee, this is noted on the top of your Rental Agreement and a reference in this Rental Contract is a reference to that independent third party licensee.

Electric Vehicle means a vehicle that is primarily powered either by battery and uses an electrical charging outlet to charge the battery.

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

EV Charging Fee means, in respect of Electric Vehicles, the fee imposed in accordance with clause 3.8, determined in accordance with the Fees and Charges Guide.

Excess means the amount shown in the Rental Agreement that You must pay Us (in addition to the Claims Administration Fee) in the event that We reasonably determine there is Damage, theft of the Vehicle or Third Party Loss, subject to the Rental Contract.

Final Inspection means the inspection carried out after We have taken possession of and fully examined and cleaned the Vehicle at the end of the Rental Period.

Fees means each of the fees and costs (and any taxes applicable to them) described in clause 3(a).

Fees and Charges Guide means the fees and charges listed on the Website as of the Start of Rental in the Rental Agreement (which is available at [<https://www.eastcoastcarrentals.com.au/terms-and-conditions/fees-and-charges-guide/> on the Start of Rental, as evidenced by Our records, which can be made available to You in another format upon Your request for the same) that You may be charged in accordance with the terms of this Rental Contract.

Free Rental Kilometres means the daily or total kilometre allowance shown on Your Rental Agreement, which will vary depending on the type of vehicle You rent and Your pick up location.

GST has the meaning given by the GST Law.

GST Law means A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Interest means the interest charged in accordance with clause 3.15 calculated at the rate of 10% per annum and starting 7 days after the date that overdue amount became payable to Us and ending on the date of payment of all amounts due.

Loss of Use means the fee calculated at the daily rate shown in the Rental Agreement being the loss We estimate We will suffer if the Vehicle needs repair and We are waiting for the repairs to be completed or it is a write-off or has been stolen and We are waiting for it to be replaced.

Loss Damage Waiver / LDW means the damage waiver which you may purchase prior to the Start of Rental to reduce Your liability to Us for any loss or damage to the Vehicle up to the amount of the applicable Excess and the Claims Administration Fee as stated on your Rental Agreement.

Nominated Card means a valid credit card, a Visa or MasterCard branded Debit Cards, as well as American Express, JCB, UnionPay, ApplePay and GooglePay nominated by You as the source of payment or subsequently given by You after the Start of Rental as an additional or alternative source of payment.

Nominated Card Holder means the person who holds the Nominated Card.

Off Road means any trail, Unsealed Road, a road that is not a gazetted road, unformed roads, fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, rivers, flood waters, sand, deserts, rocks, fields and paddocks and includes any similar space or area driven on. Off Road does not include roads being repaired, access roads to recognised camping or accommodation grounds provided that the Authorised Driver drives the Vehicle on those areas at the lower of:

- i. the applicable speed limit; or
- ii. a speed which is sensible and safe and calculated to cause as little Loss or Damage as possible given the nature of the terrain and driving conditions.

Overhead Damage means:

- a. Damage at or above the level of the top of the front Windscreen of the Vehicle; or
- b. Third Party Loss, caused by:
 - i. contact between the part of the Vehicle that is at or above the level of the top of the front windscreen with objects overhanging or obstructing its path;
 - ii. use of a Vehicle so that its height exceeds that permitted by law, by- law, regulation or advisory sign in the area of use;
 - iii. objects being placed on the roof of the Vehicle; or
 - iv. You or any person standing or sitting on the roof of the Vehicle.

Personal Information means all personal information obtained by Us but otherwise has the same meaning as specified in the Privacy Act 1988 (Cth).

Pre-arranged Delivery and Collection Service has the meaning set out in clause 3.9.

Reasonable Wear and Tear means ordinary wear and tear due to reasonable use and includes minor scratches and chips, small dents and normal wear on tyre treads and wiper blades. Examples of Reasonable Wear and Tear are provided for in Fair Wear & Tear Guide as set out on Our website (available at [<https://www.eastcoastcarrentals.com.au/booking-terms-and-conditions/guide-to-fair-wear-tear/>], which can be made available to You in another format upon Your request for the same).

Recovery means the recovery of the Vehicle by lawful means including:

- a. reporting the Vehicle as stolen to the Police;
- b. remotely accessing data relating to the Vehicle to determine the location of the Vehicle and sharing that

- information to others to assist Us to recover the vehicle;
- c. disabling the Vehicle; and
 - d. taking the Vehicle into our possession.

Refuelling Fee means, in respect of non-Electric Vehicles, a fee imposed in accordance with clause 3.8, determined in accordance with the Fees and Charges Guide.

Rental Charges means all rental and associated charges plus GST or other taxes and levies required by law all shown in the Rental Agreement.

Rental Counter means the branch or rental location from which You hired the Vehicle.

Rental Period means the longer of the period shown in the Rental Agreement or the period for which the rental is extended by Us.

Rental Security Bond means the security authorised by You to Us as security for Your return of the Vehicle.

Reservation means the time and date agreed in accordance with the Rental Agreement where You undertake to collect the Vehicle immediately prior to the commencement of the Rental Period.

Restricted Territory means:

- a. if You collect the Vehicle from a Rental Counter located in Western Australia, the Restricted Territory is all States and Territories except for Western Australia (You may only drive the Vehicle in Western Australia);
- b. if You collect the Vehicle from a Rental Counter located in the Northern Territory, the Restricted Territory is all States and Territories except for the Northern Territory (You may only drive the Vehicle in the Northern Territory);
- c. if You collect the Vehicle from a Rental Counter located in a State or Territory that is not the Northern Territory and not Western Australia (being South Australia, Queensland, New South Wales, Australian Capital Territory, Victoria or Tasmania), the Restricted Territory is Northern Territory and Western Australia (You may only drive the Vehicle in States and Territories that are not the Northern Territory and not Western Australia, You may only drive the Vehicle in South Australia, Queensland, New South Wales, Australian Capital Territory, Victoria or Tasmania).

Serious Breach means a breach of any of clauses 5.1(a), 7.2, 7.3, 7.5, 7.7, 7.10, 10.5, 10.6 or 11.2 that actually causes or which had the potential to cause Damage, theft of the Vehicle or Third Party Loss.

Snow Line means the gates leading to any of the national parks or snowfields in Australia between 1 June and 31 October, or any area where it is indicated, required, recommended or directed that snow chains are to be fitted to the Vehicle and any area in which a reasonable person would fit snow chains to the Vehicle.

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

Third Party Application means any application that We may utilise to capture and document the condition of Vehicles prior and post the Rental Period.

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

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.

Toll Facility means the facility described in clause 12.1.

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

Trip means the driving of a Vehicle past a Toll collection point.

Underbody Damage means any damage to the Vehicle including the drive train, chassis, steering, suspension, brakes, exhaust, floor pan, fuel systems and Electric Vehicle batteries that is caused by or directly results from contact between the underside of the Vehicle and any part of the road way or any object or obstruction including kerbs, gutters, speed or road humps, barriers or wheel stops.

Unsealed Road means a road that has been formed and constructed but is not sealed with a hard material such as tar, bitumen or concrete.

Vehicle means the vehicle described in the Rental Agreement and includes its parts (including its rims), components, Electric Vehicle batteries, accessories (including the Telematics), keys, keyless start or remote control device, audio equipment and tools or any vehicle substituted by Us pursuant to the Rental Contract. A reference to a Vehicle includes an Electric Vehicle.

We, Us, Our means East Coast Car Rentals.

Website means the website at <https://www.eastcoastcarrentals.com.au/>.

Windscreen means front windscreen of the Vehicle.

Windscreen and Tyre Cover means a product You may purchase at the Start of Rental at an additional cost to reduce Your excess liability to \$0 for any damage to the Windscreen and/or Tyres only. This protection covers You for chips, stars and cracks to the front windscreen and punctures, cuts and abrasions to the tyres caused during normal driving conditions. Please note this cover does not include damage to the rims of the Vehicle.

You, Your means the person, firm, company or organisation renting the Vehicle and includes any Authorised Driver shown in the Rental Agreement.

Your East Coast Car Rentals Account means Your credit cards, East Coast Car Rentals charge accounts or Nominated Cards, as nominated at the Start of Rental for the debiting of charges under the Rental Contract or Rental Contracts, whether those cards were part of the Rental Contract at the Start of Rental or added subsequently.

2. Rental Period

- 2.1 Your rental of the Vehicle from Us is for the Rental Period and You shall pay the Rental Charges.
- 2.2 The Vehicle must be returned to the area indicated by staff at the Rental Counter on the date and by the time shown in the Rental Agreement. If You return the Vehicle earlier than the date shown in the Rental Agreement then We will not charge you for the remainder of the Rental Period, however:
 - a. We will adjust the rate shown in the Rental Agreement to reflect the actual days which You rented the Vehicle, the adjusted rate may be a higher rate than that shown in Your Rental Agreement; and
 - b. We will charge You an amount equal to what You have agreed to pay under the Rental Agreement, to rent the Vehicle for up to two days.
- 2.3 We understand that circumstances change and that You may require the Vehicle for longer than the Rental Period. If so, You **must** notify Us at least 2 hours prior to the expiration of the Rental Period. Any extension is strictly subject to availability. If We do not agree to an extension or an extension is not available, you must return the Vehicle on or before the expiry of the Rental Period. If You fail to return the Vehicle on the expiry of the Rental Period, We may take immediate possession of the Vehicle including by recovering the Vehicle by

any lawful means. You will be liable to Us for any additional Rental Charges that apply between the time You were meant to return the Vehicle to Us and the time when We retake possession of the Vehicle.

- 2.4 Any extension We grant may be subject to a requirement that You bring the Vehicle to a rental counter in the East Coast network for inspection.
- 2.5 If You fail to notify Us at least 2 hours prior to the expiration of the Rental Period that You require an extension, We may terminate the Rental Contract and You must return the Vehicle on or before the expiry of the Rental Period. If You fail to return the Vehicle on the expiry of the Rental Period, we may take immediate possession of the Vehicle by any lawful means, including by Recovery.
- 2.6 If You have left property in the Vehicle it will be taken to the East Coast Car Rental rental counter that is most convenient to Us, or the most convenient Police station. If the property is taken to an East Coast Car Rental rental counter, that counter will retain the property for 90 days (**Property Holding Period**). If the property is not collected, the property will be destroyed or donated at the end of the Property Holding Period.

3. Costs, charges & payment

- 3.1 At the Start of the Rental Period You **must** provide a Nominated Card in Your name or the name of an Authorised Driver to pay Your total estimated Rental Charges plus a Rental Security Bond, as security for Your return of the Vehicle, less any amounts which You have prepaid. The Rental Security Bond will be the amount advised to You at the time You book the Rental of the Vehicle. This amount may be reduced where You reduce the Excess payable. A prepaid Visa or Mastercard or an EFT card (that is not the Nominated Card) cannot be used to pay the Rental Security Bond. The Rental Security Bond can be paid using a Nominated Card or such other method as We agree to accept.
- 3.2 Payment by the Nominated Card is accepted at all Rental Counters. If You seek to use another form of payment, please check with the Rental Counter at which the payment will be made, to ensure that form of payment is accepted by Us, before You sign the Rental Agreement.
- 3.3 When collecting the Vehicle, the Nominated Card Holder **must** be present.
- 3.4 At the end of the Rental Period, You **must** pay Us:
 - a. any outstanding Rental Charges;
 - b. the Claims Administration Fee, where there is an Accident, Damage or Third Party Loss;
 - c. all reasonable costs to return the Vehicle to the same condition it was in at the Start of Rental, including but not limited to the Refuelling Fee, EV Charging Fee and extra cleaning however excluding any Reasonable Wear and Tear;
 - d. any Tolls (and if the Tolls are unknown at that time, they must be paid as soon as We notify You of the Tolls);
 - e. any amounts payable under clauses:
 - i. 3.9 to 3.12 (Delivery and Collection Fee, fines, infringements, penalties and court fees);
 - ii. 4.1; and
 - iii. 5.1 to 5.2 (inclusive) (Exclusions to Damage Cover).
 - f. any loss or damage We suffer as a direct result of Your breach of clause 10.6; and
 - g. any loss or damage We suffer as a direct result of Your breach of clause 11.2.
- 3.5 If You exceed the Free Rental Kilometre allowance, then at the end of the Rental Period, You will be charged the fee determined in accordance with the Fees and Charges Guide for each kilometre in excess of the allowance.
- 3.6 If You extend the Rental Period beyond that shown in the Rental Agreement:

- a. Your entitlement to Free Rental Kilometres may change; and
- b. You will be charged for additional kilometres you incur that exceed the Free Rental Kilometres applicable to Your Rental Period and Vehicle model.

We will advise You of this change when You contact Us to extend the Rental Period.

- 3.7 If We determine, acting reasonably, that You have taken the Vehicle into a Restricted Territory or any area specified in clause 7.10 or any island (except for those stated in clause 7.10(h)) (each a **Restricted Area**), You:
- a. waive the Free Rental Kilometre allowance; and
 - b. will be charged the fee for excess kilometres in a Restricted Area fee determined in accordance with the Fees and Charges Guide for every kilometre that We reasonably determine that You have likely travelled in a Restricted Area.
- 3.8 The Vehicle is supplied with a full tank of fuel, or a battery that is charged to at least 80% (as applicable) where possible. If You return the Vehicle:
- a. without a full tank of fuel or a full battery (as applicable); or
 - b. with less than 20% battery charge,
- then You will pay Us a Refuelling Fee or EV Charging Fee (as applicable).
- 3.9 If You request it, or You are unable to, unwilling to or otherwise fail to pick up and or return the Vehicle to the Rental Counter then We may arrange for Your Vehicle to be delivered to or collected from a location other than that directed by the Rental Counter (**Delivery and Collection Service**). If We provide a Delivery and Collection Service, You will be charged and must pay Us the Delivery and Collection Fee.
- 3.10 You are liable for and **must** pay:
- a. any towing fees unless those towing fees arise as a result of a mechanical issue that is not Your fault as a result of an accident, for which You are not responsible;
 - b. speeding and traffic fines, infringements and penalties arising from the use of the Vehicle or from a failure (of an act or an omission) to properly use the Vehicle;
 - c. fines, infringements and penalties arising from driving, idling, parking (or failing to park), clamping, towing, or release of the Vehicle from compounds;
 - d. all enforcement costs, court fees or other reasonable costs arising from sub-clauses (a) or (c); and
 - e. any third party costs to recharge the Electric Vehicle where such costs are invoiced to East Coast Car Rentals. We will pass these costs on to You; and
 - f. any loss or damage we suffer as a direct result of a failure to give true and complete information to Us or a failure to give Us all relevant information with respect to any Damage to the Vehicle, Accident or theft or other like event.
- 3.11 We may supply Your details to any regulatory authority upon its request, You shall be charged and must pay a fee per infringement if We do. The fee payable is described in the Fees and Charges Guide as a Fines and Infringement Administration Fee. We will use Your contact information in the Rental Agreement and We will promptly advise You of any amount We become aware of that You are liable to pay under clause 3.10 and clause 3.11.
- 3.12 If We have paid any amount for which You are liable pursuant to clauses 3.10 or 3.11 You will also be charged that amount together with fee payable is described in the Fees and Charges Guide as a Fines and Infringement Administration Fee. If We have not paid any amount for which You are liable pursuant to clauses 3.10 or 3.11, and the amount has increased as a result of non-payment, We are not liable to You for the increased amount payable (or for any amount payable). You are solely responsible for paying all amounts that arise from Your action or inaction and the fine, infringement, penalty, cost, Toll or fees that arises from this

under clauses 3.10 or 3.11.

- 3.13 We reserve the right to, after the Rental Period, check that You have paid all amounts due and payable under the Rental Contract, including under clauses 3.10 to 3.12. If You have not paid all amounts due and payable We may advise You of the nature of the adjustment as soon as practicable. If any amount is due to Us, You authorise Us to charge Your East Coast Car Rentals Account with that amount, including an amount up to the Excess and the Claims Administration Fee and any amounts payable under clauses 3.4 to 3.12 (inclusive) or 5.1 to 5.2 (inclusive). If any amount is due to You from Us, we will credit Your East Coast Car Rentals Account with that amount. These adjustments may be made as soon as practicable and are likely to only arise in the 60 days following the end of the Rental Period (**Likely Fine Period**). They may arise after the Likely Fine Period (for example, where the regulatory body has taken longer than usual to provide the fine to Us). If they arise after the end of the Likely Fine Period, You must still pay them.
- 3.14 All transactions involving Us (including payments, refunds, credits or debits) are made in Australian currency. We are not responsible for any amount You are charged by Your bank or other financial provider in its conversion of that currency. If You seek to pay in another currency and We agree to accept payment in another currency, We may charge such additional fees as are charged by Our financial institution and we will apply and appropriate and fair conversion rate to the payment.
- 3.15 If You fail to pay Us any amount due under the Rental Contract You **must** also:
- a. pay Us Interest on that overdue amount; and
 - b. pay the reasonable costs and charges We incur in recovering or attempting to recover that overdue amount, including mercantile or debt collection fees, commission and any legal costs.

4. Damage Cover and payment of the Excess

4.1 If the Vehicle is subject to:

- a. Damage;
- b. theft; or
- c. Third Party Loss; then

for each separate Accident or theft or Third Party Loss, You **must** pay up to the Excess shown in the Rental Agreement unless Your Rental Contract is for Customer Own Insurance. You must also pay Us the Claims Administration Fee in any instance where the Excess is paid.

- 4.2 You must provide to Us true and complete information in relation to any Damage, theft or Third Party Loss. You must not omit any relevant information in Your correspondence or discussions with Us regarding any Damage, theft or Third Party Loss (even if We have not specifically requested the information which is relevant).
- 4.3 Subject to clause 5, Your Excess liability is reduced if You purchased LDW prior to the Start of Rental.
- 4.4 You will not have to pay the Excess shown in the Rental Agreement for an Accident or Third Party Loss claim if, acting reasonably We determine that You were not at fault and that:
- a. You have retained and have provided to Us the key for the Vehicle;
 - b. You have a legal right and valid license to drive a Vehicle in Australia which is unrestricted;
 - c. You have completed and provided to Us the incident report form We request You complete and have done so truthfully and completely and You have not omitted any relevant information in doing so. WWe will provide this to You either in hardcopy at a rental counter in the East Coast Car Rental network or we will email this to You. This form will include;
 - i. the name, residential address, contact phone and licence number of any person involved (Third Party);
 - ii. the registration numbers of all vehicles involved;

- iii. an accurate written and diagrammatic description of the Accident and/or the Third Party Loss and location of the Accident and/or Third Party Loss.
- d. We assess that We have appropriate means to contact You because You are ordinarily an Australian resident;
- e. You have supplied or We have established the name of the insurer of any Third Party You believe was at fault and We reasonably believe that the insurer will agree to pay Us for the Damage.
- f. Throughout the process and Your Rental from Us, You have provided to Us true information, information that is not misleading or deceptive, information that is complete and You have not omitted to give Us relevant information.

4.5 If the Excess is payable under clauses 4.1 and 4.2:

- a. (upon inspection of the Vehicle We may make a reasonable estimate of Damage and debit Your East Coast Car Rentals Account that estimated amount up to but not exceeding the Excess shown in Your Rental Agreement; and
- b. once Damage has been assessed We will:
 - i. debit Your East Coast Car Rentals Account with the difference up to a total amount not exceeding the Excess shown in Your Rental Agreement if the assessed amount is greater than the estimate; or
 - ii. credit Your East Coast Car Rentals Account with the difference if the assessed amount is less than the estimate, and forward to You a tax invoice for the assessed amount;
- c. if We receive notification of Third Party Loss We will make a reasonable estimate of Your liability for that loss and:
 - i. debit Your East Coast Car Rentals Account for the amount of that estimate up to but not exceeding the Excess shown in Your Rental Agreement; or
 - ii. if an amount has already been debited under subclauses (a) or (b), debit Your East Coast Car Rentals Account for the additional amount of that estimate, up to but not exceeding the Excess shown in the Rental Agreement.
- d. We will refund the Excess paid pursuant to this clause 4.5:
 - 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; or
 - ii. on a pro rata basis if We recover only a proportion of any amount claimed for Damage; or
 - iii. any surplus amount if a claim for Third Party Loss is rejected or defended for an amount less than the Excess paid pursuant to clause 4.6.

4.6 Before We give a refund, We may deduct a reasonable amount for the loss we have suffered for not being able to rent out the Vehicle, together with all reasonable administrative, collection agency and legal costs incurred in connection with the recovery of the Damage cost or rejection or defence of a claim for Third Party Loss.

4.7 Any refund We provide to You will be made using the same Nominated Card used for the Rental Charges. If the Nominated Card You used is no longer available, We may ask You to provide additional information regarding Your identity, the Nominated Card used for payment and the account or card to which a refund is requested. A refund to Nominated Card that was not used to pay the Rental Charges, may be delayed by up to 7 days to enable Us to protect against fraudulent refunds.

5. Exclusions to Damage Cover

5.1 You will not be entitled to rely on any Damage Cover if there has been a Serious Breach even if you have

purchased Our Damage Cover and the Excess has been paid.

- a. Even if You purchase Our Damage Cover and You pay the Excess You will not be entitled to rely on any Damage Cover, for the following (pursuant to clause 5.1 because each of the following are Serious Breaches):
 - i. Damage or Third Party Loss caused by the use of the Vehicle in any area prohibited by the Rental Contract (including driving the Vehicle in a Restricted Territory) or an area referred to in clause 7.10;
 - ii. Damage or Third Party Loss caused to the Vehicle whilst the Vehicle is being transported on a ferry, boat, barge or like vessel (including where the Vehicle sinks or is Damaged by strong seas or the Vehicle moving around on the ferry, boat, barge or like vessel);
 - iii. Overhead Damage;
 - iv. Underbody Damage, except where We determine, acting reasonably, that the Underbody Damage was not caused or contributed to by You, an Authorised driver or any passenger of the Vehicle;
 - v. Damage or Third Party Loss caused deliberately, negligently or recklessly by You, the Authorised Driver or by any other driver or passenger of the Vehicle who has Your actual or implied consent to be in or near the Vehicle;
 - vi. Damage or Third Party Loss caused by a failure to comply with road rules and regulations, including by speeding which is excessive or prolonged where:
 - A. excessive speeding is driving at a rate that 10% more than the legal speed limit in circumstances where the increase in speed was not necessary to avoid an Accident or to safely drive the Vehicle; and
 - B. prolonged speeding means to drive at a speed that exceeds the legal speed limit for 50% or more of the driving time in any 24 hour period;
 - vii. Damage caused by total or partial inundation or immersion of the Vehicle in water or exposure of the Vehicle to salt water during the Rental Period, including that which occurs whilst the Vehicle is being transported during the Rental Period (but not during Our provision of the Delivery and Collection Service or Recovery);
 - viii. Damage caused by use of the incorrect fuel type;
 - ix. Damage caused by incorrectly charging (or trying to charge) the Electric Vehicle including not complying with the Electric Vehicle manufacturer's charging instructions (which instructions We have provided to You if You indicated to Us that You did not know how to correctly charge the Electric Vehicle);
 - x. Damage caused by jump starting (or trying to jump start) the Electric Vehicle or using an Electric Vehicle to jump start (or trying to jump start) another vehicle;
 - xi. Damage that is caused to a Vehicle with a convertible roof by overfilling the luggage compartment above the recommended level, and then activating the convertible roof mechanism;
 - xii. 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 You fail to report the Accident to the Police as soon as practicable and as required by the Rental Contract; or
 - xiii. Damage or Third Party Loss which arises in circumstances where You:
 - A. have not provided to Us true, complete information; or
 - B. where You have provided to Us information that is misleading or deceptive; or
 - C. where You have omitted to provide to Us relevant information;
 - xiv. Damage or Third Party Loss caused by Your failure to inform Us immediately (via the contact details in the Vehicle and in the Rental Agreement) and to follow Our instructions regarding use or non-use of the Vehicle if there is:
 - A. a warning light or fault message in the Vehicle;
 - B. low engine or brake oils, engine coolant levels or tyre pressures that You become aware of; or
 - C. a fault that develops in the Vehicle during the Rental Period.

5.2 You will not be entitled to rely on any Damage Cover for:

- a. the full cost of replacing or repairing any accessories supplied by Us including, but not limited to child restraints, Telematics units, lost keys, keyless start and remote control devices;
- b. property owned by You or any passenger 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 designated area and the keys are returned to the Rental Counter;
- c. loss or damage to Your property, the property of a member of Your immediate family or of an entity related to You, that arises from Your use of the Vehicle;
- d. Damage, theft of the Vehicle or Third Party Loss if Your Rental Contract is for Customer Own Insurance; or
- e. breach of clauses 7.2, 7.3, 7.5, 7.7, 7.10, 10.5, 10.6 or 11.2.

6. Customer Own Insurance

If You have a Corporate Services Agreement with Us that provides for Customer Own Insurance and if Your Rental Agreement records that Your Rental Contract is for Customer Own Insurance:

6.1 Damage and Third Party Loss arising from the use of the Vehicle or theft of the Vehicle are Your responsibility and must be paid in full by You; and

6.2 You agree to fully indemnify Us for:

- a. Damage and Third Party Loss arising from the use of the Vehicle and any loss We have incurred or may incur arising from the theft of the Vehicle;
- b. loss or damage arising from You providing to Us information that is untrue, misleading, deceptive, incomplete or from You failing to provide to Us relevant information; and
- c. any demand, claim, including a claim for legal costs, action or proceeding made, commenced or issued by or against You arising there from.

7. Your responsibilities

7.1 In this section 7, We set out the responsibilities You have to Us when You hire one of Our Vehicles.

7.2 The Vehicle **must** only be driven by the Authorised Driver. We may approve additional Authorised Drivers on request and an extra charge will apply for each driver we authorised. You are responsible for ensuring that all Authorised Drivers comply with the Rental Contract. You breach the Rental Contract if Your Authorised Driver fails to comply with the Rental Contract.

7.3 You **must**:

- a. be no less than 21 years of age (a young driver surcharge applies as set out in the Fees and Charges Guide for specific vehicles and drivers under the age of 25 at the start of the Rental Period);
- b. hold a full, current, unrestricted driving licence for the Rental Period valid and appropriate for the class of Vehicle, that shows Your current residential address and which is written in English or an international licence translated into English; and
- c. Authorised Drivers who hold a valid Provisional Drivers Licence (P Plate) may rent under the following conditions:
 - i. the Provisional driver must have held his/her Provisional licence for a minimum period of the 12 months at the time of commencement of the Rental Period; and
 - ii. the Provisional driver must purchase the highest level of cover under the LDW; and
 - iii. the Provisional driver must display the P-plate sign on the Vehicle at all times during the Rental Period and in keeping with the rules and regulations of the State or Territory in which the Vehicle is being driven; and

- iv. the Provisional driver must abide by the restrictions applied to their provision licence at all times during the Rental Period.

7.4 You **must** also:

- a. allow Us to inspect Your licence at any time during the Rental Period;
- b. prior to the commencement of the Rental Period You must:
 - i. fully inspect the Vehicle; and
 - ii. allow Us to utilise a Third Party Application to fully inspect and capture images of the Vehicle;

to ensure that the condition of the Vehicle is documented and accurately noted in the Rental Agreement. If there is any discrepancy You must notify Us prior to leaving the Rental Counter.

7.5 During the Rental Period You **must** take all reasonable care of the Vehicle including:

- a. to prevent Damage, theft of the Vehicle and Third Party Loss;
- b. to ensure that the Vehicle is not overloaded by the number of persons or by the weight of goods carried;
- c. by using any security device fitted to or supplied with the Vehicle;
- d. by taking steps to protect the Vehicle against inclement weather such as closing the sunroof or convertible roof to prevent the entry of rain or, where practicable, by garaging the Vehicle to prevent Damage caused by hail;
- e. keep the Vehicle locked and secure; and
- f. ensure the keys and any keyless start or remote control device is under Your personal control at all times. You must be able to produce those keys and device in the event of a theft of the Vehicle;
- g. maintain the Vehicle's engine and brake oils, engine coolant levels and tyre pressures;
- h. use the correct fuel type; and
- i. by operating the Vehicle in a safe manner and in compliance with all road rules, including by driving the Vehicle at a safe speed which does not exceed the legal speed limit.

7.6 During the Rental Period You **must** also:

- a. comply with all mandatory seat belt laws, fines may be imposed by the police on any driver and/or passenger who does not have a seat belt properly adjusted and fastened;
- b. comply with all road rules and regulations, including laws, rule and regulations that limit the speed at which You may drive the Vehicle;
- c. comply with all child restraint laws namely by ensuring:
 - i. that for all children under the age of seven years the restraint has been fitted correctly according to the weight and age of the child; and
 - ii. the restraint is properly adjusted and fastened;
- d. return the Vehicle and any accessories supplied by Us including, but not limited to, child restraints and GPS units in the same condition as at the Start of Rental, subject to Reasonable Wear and Tear;
- e. adhere to any mileage instructions displayed in the Vehicle or set by the Rental Counter; and
- f. immediately upon request, provide Us and any regulatory authority Your full, accurate and up-to-date required information relating to the use of the Vehicle during the Rental Period.

7.7 You **must never**:

- a. use the Vehicle when it is damaged or unsafe;
- b. drive the Vehicle whilst under the influence of alcohol or drugs; or
- c. drive the Vehicle when it is unsafe for You to do so; or
- d. drive the Vehicle at a speed that is more than the legal speed limit; or
- e. whilst operating the Vehicle:

- i. have a blood alcohol content; that exceeds the limit in the state or territory where the Vehicle is driven; or
 - ii. be under the influence of any drug that affects Your ability to drive the Vehicle;
- f. fail or refuse to undergo any breath, blood, oral fluid or urine test or drug impairment assessment in the state or territory in which the Vehicle is driven;
- g. drive the Vehicle in breach of a restriction or condition imposed by the Police or by a Court or other body on Your driving licence which limits or is intended to limit Your right to drive the Vehicle.
- h. commit:
- i. any wilful, deliberate or criminal act, including an act of driver abuse; or
 - ii. an act of connivance with any person acting for You or on Your behalf, that causes Damage or Third Party Loss;
- i. drive the Vehicle dangerously, negligently or recklessly;
- j. use the Vehicle for off-roading, reliability trials, a race, rally or contest, speed testing, driving instruction, a driving test or assessment, to propel or tow another vehicle, or in violation of any legislation, order or regulation affecting the use, loading or condition of the Vehicle;
- k. use the Vehicle for any illegal purpose;
- l. sell, rent or dispose of the Vehicle;
- m. register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009 (Cth); or
- n. delay reporting any Accident or theft as required clause 7.8 (i) and clause 10.5.

7.8 You must not:

- a. use a mobile phone or a GPS unit unless the Vehicle is parked or unless the mobile phone or GPS is affixed to the Vehicle and being used in a way that does not require You to hold or touch the mobile phone or GPS unit;
- b. leave the keys to the Vehicle, any keyless start or remote door control device in it or with it whilst it is unattended or unoccupied by You or any passenger;
- c. leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator;
- d. modify the Vehicle in any way (including by modifying, removing, altering, tampering with or otherwise interfering with the Telematic device in a way that is prohibited under clause 11.2);
- e. add or use a roof rack or towbar unless the roof rack or towbar has been fitted by Us;
- f. use the Vehicle for the transport of passengers or property for hire, fare or reward unless the Vehicle is a Commercial Vehicle and You have Our prior written authority; or
- g. use the Vehicle for transporting any animals, unless specifically approved by Us. Additional cleaning charges may apply to cover the expense We incur to return the Vehicle to the same condition it was in at the Start of Rental if there is a breach of this condition; or
- h. use the Vehicle in an unsafe or dangerous way, including by driving the Vehicle at a speed which exceeds the speed limit; or
- i. wait more than twenty-four (24) hours to report to Us any Accident or theft of the Vehicle in writing (including via any online platform We provide) or verbally and complete all documentation that We require and forward any Third Party correspondence or court documents to Us within 7 days of receipt. The information You provide to Us under this subclause must be true, not misleading or deceptive, complete and must not omit relevant information.

7.9 You and any passengers **must not** smoke in the Vehicle. It is an offence in some Australian states to smoke in a vehicle where there are passengers of less than 18 year of age. Additional cleaning charges will apply to cover the expense We incur to return the Vehicle to the same condition it was in at the Start of Rental if there is a breach of this condition.

7.10 Parts of Australia are not suitable for access by rental vehicles. To prevent Damage to the Vehicle and for Your own personal safety We strictly enforce conditions that restrict Your use of the Vehicle. Unless We have

given Our prior written consent, You **must never** take the Vehicle:

- a. into or out of a Restricted Territory;
- b. on any Unsealed Road;
- c. above the Snow Line;
- d. Off Road;
- e. onto any road where We have notified You that the use of the Vehicle is prohibited;
- f. on any road where the police or any government or statutory authority has issued a warning, caution or which has been closed;
- g. between mainland Australia and Tasmania in either direction;
- h. onto any island with the exception of:
 - i. Kangaroo Island;
 - ii. Stradbroke Island;
 - iii. Magnetic Island;
 - iv. Bribie Island;
 - v. Phillip Island; or
 - vi. Bruny Island,
- i. through any river, stream, creek or tidal crossing;
- j. through flood waters or on flood prone roads or on any road where the state or condition of the road make the use of the Vehicle unsafe;
- k. in Queensland to:
 - i. drive north of Chillagoe or west of Georgetown;
 - ii. drive north of Cooktown or Laura;
 - iii. drive on the Burke Development Road;
 - iv. drive north of Maggieville;
 - v. drive on Unsealed Roads, including those that are north and west of Mt Isa;
 - vi. drive on the Bloomfield track; or
 - vii. drive on the Savannah Way;
- l. in Western Australia to:
 - i. drive outside any town or city limits between sunset and sunrise;
 - ii. drive north of Exmouth;
 - iii. drive east of Kalgoorlie-Boulder Township; or
 - iv. drive east of Esperance;
 - v. drive north of Kalgoorlie on Goldfields Hwy 49;
 - vi. drive on Eyre HWY, east of Norseman;
 - vii. drive on HWY 138 (Marble Bar Rd), north of Newman;
 - viii. drive on HWY 95, north of HWY 136 (Narutarra-Munjina Rd);
 - ix. drive on HWY 354 (N W Coastal Hwy) north of HWY 136;
- m. In Northern Territory to:
 - i. drive outside any town or city limits between sunset and sunrise;
 - ii. drive on any Unsealed Road;
 - iii. drive in excess of any kilometer limit in the Rental Agreement;
 - iv. drive on the Buntine HWY
 - v. drive on Central Arnhem Road
 - vi. drive on Roper HWY
 - vii. drive on Gunlom Falls Road
 - viii. drive on Jim Jim Falls and Twin Falls in Kakadu National Park; and
 - ix. drive on or in the Lost City in Litchfield Park.

- 7.11 Any towing or recovery costs incurred whilst on any islands stated in clause 7.10(h) will be at Your expense and we cannot guarantee that a replacement vehicle will be provided.

8. Electric Vehicle

- 8.1 You must monitor and maintain sufficient battery in the Electric Vehicle at all times.
- 8.2 The performance of the Electric Vehicle's battery depends on how the Electric Vehicle is operated. You must operate the Electric Vehicle in a reasonable manner, using due care and skill. You must not speed in the Electric Vehicle. To the extent that Your operation of the Electric Vehicle effects the performance of the Electric Vehicle, You are responsible for how the Electronic Vehicle is operating.
- 8.3 You may use electric vehicle charging stations to recharge the Electric Vehicle. You may use Tesla charging stations. You must reimburse Us for any charging fees You incur for the Electric Vehicle. You must only charge the Electric Vehicle in the manner that We have shown or instructed You. Where it is possible for Us to do so, We may provide charging cables to You to charge the Electric Vehicle. If We supply charging cables to You, You must only charge the Electric Vehicle using the cables which We supply. You must only charge the Electric Vehicle in accordance with the manufacturer's charging instructions which We have provided to You.
- 8.4 You must not try to jump start the Electric Vehicle and You must never use the Electric Vehicle to jump start another vehicle.
- 8.5 You must not drive the Electric Vehicle through an automatic car wash.

9. Our responsibilities

- 9.1 When You make a Reservation with Us We will provide a Vehicle that is of acceptable quality and in good working order for the Rental Period.
- 9.2 If the Vehicle breaks down during the Rental Period because of Our negligence or recklessness We will recover and repair the Vehicle as soon as possible. If the Vehicle cannot be repaired We will use Our best endeavours to provide a replacement Vehicle of an equivalent size and standard to the previous Vehicle for the remainder of the Rental Period.
- 9.3 If it is not possible to conduct an inspection of the Vehicle with You at the end of the Rental Period We will use Our best endeavours to confirm the condition of the Vehicle with You within 4 working hours of the Final Inspection.
- 9.4 We are only responsible for any direct loss that You suffer as a result of Our breach of the Rental Contract. We are not responsible for missed flights, disrupted travel or holiday plans, loss of enjoyment or opportunity, indirect or consequential loss.

10. Roadside Assistance, breakdown, accident & repair

- 10.1 Free roadside assistance is provided for inherent mechanical faults in the Vehicle but fees and charges apply as determined by our Fees and Charges Guide for all other faults or driver induced errors. Premium Roadside Assistance may be purchased to cover these expenses. These fees and charges are set out in the Fees and Charges Guide and apply to faults and driver induced errors such as:
- a. running out of fuel in the case of a Vehicle that is not an Electric Vehicle and running out of charge or battery in the case of an Electric Vehicle;
 - b. a flat battery (except for Electric Vehicles);
 - c. lost keys, a keyless start or remote control device;

- d. unlocking the Vehicle when the key, keyless start or remote control device have been locked in it; and
- e. changing a wheel as the result of a flat tyre.

10.2 We reserve the right not to replace the Vehicle if we determine that an Accident or Damage involving the Vehicle is significant or if You have committed a Serious Breach.

10.3 If:

- a. a warning light or fault message appears;
- b. You see or become aware of low engine or brake oils, engine coolant levels or tyre pressures; or
- c. the Vehicle develops any fault during the Rental Period,

You **must** inform Us immediately via the contact details in the Vehicle and in the Rental Agreement and not use the Vehicle unless We have authorised You to do so. If You fail to notify Us and continue to use the Vehicle You will be responsible, irrespective of whether you have purchased the LDW, for any Damage or Third Party Loss.

10.4 You **must not** let anyone work on the Vehicle or arrange or undertake any repairs to the Vehicle or towing or salvage of it unless We have given You Our prior authority. You **must** keep and produce to Us the original tax invoices and receipts for any repairs, towing or salvage and You will be reimbursed for repairs and salvage (but not towing) only if these expenses have been authorised by Us. Any entitlement to reimbursement is subject to there being no Serious Breach of the Rental Contract.

10.5 You **must** report any Accident or theft of the Vehicle to Us as soon as practicable and within 24 hours of the Accident or within 24 hours of discovering the theft of the Vehicle either in writing (including via any online platform We provide) or verbally (by phoning Us and speaking with Our staff). You **must** complete all documentation that We require regarding any Accident or theft and forward any Third Party correspondence or court documents to Us within 7 days of receipt.

10.6 Any report You provide to Us, including a verbal or written report given under clause 10.5 must be true and complete with respect to each particular and must not omit any relevant information. If You:

- a. fail to be truthful with Us or You are dishonest with Us or in any report You submit to Us;
- b. fail to give Us full and complete information and all relevant information; or
- c. omit to give Us information that is relevant (even if We did not specifically ask You for that information),

You will be in breach of Your obligations under clause 10.5 and 10.6.

10.7 If You have an Accident in which:

- a. a person is injured;
- b. the other party failed to stop or exchange details;
- c. the Vehicle or any other vehicle is towed; or
- d. a driver appears to be under the influence of intoxicating liquor or drugs,

a report must also be made to the police immediately (for example by calling 000).

10.8 If the Vehicle is stolen a report must be made to the police as soon as practicable and within 24 hours of the theft being discovered.

10.9 If You have an Accident You **must** also:

- a. make the Vehicle secure;
- b. get the names and addresses of all persons involved, including witnesses;
- c. supply Us with any information concerning the driver of the Vehicle and You must allow Us direct access to the driver of the Vehicle and You **must** fully co-operate in allowing Us to gain such access;
- d. not make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of

- liability;
- e. permit and assist Us to bring, defend, enforce or settle any legal proceedings against a Third Party, including attending at a lawyer's office and/or court; and
- f. allow Us to claim in Your name under any applicable substitute vehicle insurance, and do everything that may be required to assist Us in making such a claim.

11. Telematics

11.1 Vehicles may be fitted with telematic devices and vehicle monitoring systems (Telematics). Telematics data may include Personal Information, which will be treated in accordance with Our privacy policy.

11.2 Subject to clause 11.3,

- a. You are not permitted to remove, alter, tamper with or otherwise interfere with the Telematic devices in the Vehicle;
- b. You must immediately advise Us if the Telematic device is damaged, altered, tampered with, interfered with or is no longer in the Vehicle (even if this has occurred through no fault of Yours);
- c. if You:
 - i. remove, alter, tamper with or otherwise interfere with the Telematic device; or
 - ii. allow another to remove, alter, tamper with or otherwise interfere with the Telematic device;
 - iii. or fail to take reasonable steps to stop another from removing, altering, tampering with or otherwise interfering with the Telematic device,

then You are responsible to Us for any loss or damage arising to the Telematic device or resulting from Our loss of the data that could otherwise have been provided to Us from the Telematic device.

11.3 Circumstances may arise where We request that You remove, alter or take such other action as we request with respect to the Telematic device. Action We request You take will not breach clause 11.2.

11.4 You consent to the Vehicle having Telematics and the use of data from Telematics to:

- a. alert Us to the speed (including any excessive speed) of the Vehicle;
- b. alert Us to any impact to the Vehicle and assist Us to recreate or better understand an Accident or an allegation of erratic or reckless driving behaviour;
- c. disclose to Us the location of the Vehicle, including where the Vehicle is in a Restricted Territory;
- d. assist Us and Police in Recovery of the Vehicle, including where the Vehicle has been stolen or has not been returned in accordance with the Rental Contract;
- e. assist Us to charge You in accordance with the Rental Contract (including by assisting Us to determine the kilometers the Vehicle was driven);
- f. test the veracity of an alleged drop off of the Vehicle in the event of a dispute between You and Us regarding where and when the Vehicle was returned to Us; and
- g. assist Us to determine how We will maintain and service the Vehicle.

11.5 We will comply with the law in Our use of Telematics data.

11.6 We may provide Telematics data to the Police or government authorities where we are requested or required to do so.

11.7 We may use deidentified Telematics data generally for market research and to review our systems and service offering generally. We may store, use and assess deidentified Telematics data overseas.

12. Toll Facility

12.1 We provide a Toll Facility to enable You to pay Tolls and Fees. To use the Toll Facility, the Authorised Driver

must travel in an Electronic Tolling Lane. You are responsible for the acts and omissions of the Authorised Driver and any person using the Vehicle, including for any Tolls they incur.

12.2 The Vehicle is tag-less, the Vehicle's license plate is captured to identify when a Toll road is used. You may use your own tag in the Vehicle.

- a. If Your own tag fails to register or You have insufficient funds to cover the Toll then You must pay Us for any Tolls and Fees charged that relate to the Vehicle while You are renting the Vehicle. Any Tolls or Fees in connection with the Toll Facility remain Your sole responsibility.
- b. You must pay Us the following amounts in connection with the use of the Toll Facility:
 - i. all Toll and related costs including the video matching fee (it is Your responsibility to be aware of all Tolls payable in connection with the use of a Toll road); and
 - ii. the Toll Service Fee outlined in the Fees and Charges Guide for each Toll charge.
- c. If You fail to pay any Tolls and Fees We may refer that failure to a Credit Reporting Agency (being a corporation that carries on a credit reporting business).

12.3 You represent to Us that:

- a. You are authorised to use the Nominated Card to meet Your payment obligations under the Rental Contract; and
- b. We can debit amounts from, or credit funds to, the Nominated Card in respect of Tolls and Fees and other amounts payable to, or from Us under the Rental Contract.
- c. We can 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 Us by a Toll road operator.
- d. If:
 - i. there are insufficient funds available in the Nominated Card to meet Your payment obligations under the Rental Contract; or
 - ii. A transaction on the Nominated Card is declined for any reason except for:
 - A. Our negligence or wilful misconduct or the negligence or wilful misconduct of Our officers, employees or agents; or
 - B. an error with Our system,

We will charge You a Dishonour Fee (which fee is outlined in the Fees and Charges Guide) and You (or, if relevant, the Nominated Card Holder) may be charged fees, charges and interest by the financial institution of the Nominated Card Holder.
- e. You must immediately provide to Us details for an alternative Nominated Card, which can be used to meet Your obligations under the Rental Contract, and an authority for Us to debit the alternative Nominated Card, if:
 - iii. the existing Nominated Card is locked, cancelled, suspended or is otherwise not useable; or
 - iv. the existing Nominated Card Holder cancels Your authorisation to use the existing Nominated Card.

12.4 If We incorrectly credit You with or pay to You an amount in connection with the Toll Facility then We may recover that amount from You provided that We have given You 10 days prior written notice of Our intention to do so. We will pay, within a reasonable time, any refund due to You in connection with the Toll Facility by such method as We may reasonably choose.

12.5 You will receive via Your email address shown on the Rental Agreement, a sundry invoice regarding any charges made by Us under this clause 12.

13. End of the Rental Contract

- 13.1 At the end of the Rental Period, in addition to Your obligations under clause 3.4, You must return the Vehicle to Us:
- to the area designated by staff at the Rental Counter;
 - in the same condition it was in at the Start of Rental, subject to Reasonable Wear and Tear; and
 - at the date and time set out in the Rental Agreement.
- 13.2 At the end of the Rental Period, it is Your responsibility to disconnect Your devices from the Vehicle (such as Bluetooth or Apple Car Play) to remove any personal data so that no personal data is retained in the Vehicle. If You are unsure how to do this, please ask Us how and We can assist You to do this during Our normal operating hours.
- 13.3 We allow a grace period of up to 30 minutes for the return of the Vehicle. If the Vehicle is returned to Us more than 30 minutes after the time set for its return in the Rental Agreement You will be charged. If the Vehicle is returned less than 3 hours from the time set for its return in the Rental Agreement You will be charged a pro-rata amount of the daily rate. If the Vehicle is returned 3 hours or more from the time set for its return in the Rental Agreement You will be charged for an additional day of rental at the daily rate for the Vehicle shown in the Rental Agreement.
- 13.4 If the Rental Contract has not been extended by Us and the Vehicle is returned to Us more than 24 hours after the time set for its return in the Rental Agreement:
- the rates shown in the Rental Agreement will not apply and You must pay the standard rate for the Vehicle for the whole Rental Period (there will be no reduction of this rate to reflect any concession, this will be the default rate for the Vehicle shown on Our Website; and
 - You will not be entitled to rely on any Damage Cover and You will be liable for Damage and Third Party Loss and any repossession charges or costs We incur in this default period.
- 13.5 If You return the Vehicle to a rental counter other than that shown in the Rental Agreement, or when the Rental Counter is closed, or any place other than an East Coast Car Rentals Rental Counter:
- a one way fee may apply, We will advise You of the amount of this fee at the time of Your Reservation, or at the time You make arrangements with Us to return the Vehicle to a location other than the Rental Counter; and
 - additional fees or charges may apply which are specific to the rental counter to which the Vehicle is returned or which apply or are incurred only if the Vehicle is not returned at the pre-agreed time or is returned outside of the operating hours of the rental counter. The additional fee or charge may be charged by a third party and payable directly to that third party, or We may charge You the cost incurred to a third party (for example, for parking in a secure location when returning the Vehicle outside of the operating hours of the rental counter). If the fee or charge is known in advance You will be advised of the fee or charge in advance. If the fee or charge is not known in advance (because, for example, You return the Vehicle later than the agreed time), We are unable to advise You of the fee or charge in advance.
- 13.6 If a Rental Security Bond has been authorised to Us as security it is fully refundable to You provided that at the end of the Rental Period:
- all amounts due to Us under the Rental Contract have been paid;
 - the Vehicle has been returned (and any fee payable to late return or the return to a location other than the Rental Counter have been paid);
 - You have not incurred any fees or charges in accordance with clause 3.10 which are unpaid;
 - there is no Damage or Third Party Loss which is unresolved pursuant to clause 4;
 - the interior and exterior are clean;
 - the Vehicle has a full tank of fuel and/or a full battery (as the case may be);

- g. if We have requested information from You or You have provided information to Us, that information has been true, correct and complete and no relevant information has been omitted; and
- h. there has not been a Serious Breach.

13.7 We reserve the right to retain all or part of the Rental Security Bond to set off against an amount due to Us as a result of Your breach of Your obligations in clause 13.6 unless You have made provision for the payment of any amount due under clause 13.6.

14. Termination of the Rental Contract

14.1 We may terminate the Rental Contract and take immediate possession of the Vehicle if You commit:

- a. a Serious Breach of the Rental Contract; or
- b. a negligent or reckless breach of road or traffic legislation.

14.2 If the Rental Contract is terminated by Us pursuant to clause 14.1 You **must** pay for:

- i. Damage;
- ii. loss of the Vehicle as a result of theft;
- iii. Third Party Loss;
- iv. storage, repossession and recovery fees;
- v. fees for the release of the Vehicle from compounds;
- vi. roadside assistance;
- vii. administrative and legal costs of recovery; and
- viii. the Rental Charges;

14.3 If the Rental Contract is terminated:

- a. it will not affect Our right to receive any money We are owed under the Rental Contract; and
- b. You give Us permission to access and enter Your premises to repossess the Vehicle without using unreasonable force or causing damage.

15. No Waiver

15.1 If we fail to exercise or there is a delay in the exercise of any power, right or remedy conferred on Us under this Rental Contract, this does not operate as a waiver by Us of the power, right or remedy.

16. Applicable law

16.1 You have consumer rights conferred by the Australian Consumer Law in Schedule 2 of the Competition and Consumer Act 2010 (Cth) and neither this clause nor any other provision of the Rental Contract excludes, restricts or modifies any consumer guarantees, rights or remedies You may have under that law or any other applicable Commonwealth, State or Territory legislation.

16.2 The laws of the State in which the Rental Counter is situated and of the Commonwealth of Australia govern the Rental Contract.

17. Dispute Resolution

17.1 If You believe there has been an error in Your account or if You have any complaint, Our staff at the Rental Counter will offer reasonable help You to rectify the error or resolve the complaint. If they are unable to assist You or if Your concerns are not resolved to Your satisfaction then You may refer the matter to Our internal dispute resolution (**IDR**) process.

- 17.2 Upon receipt of Your referral to IDR Our IDR officer will acknowledge receipt of Your referral and will investigate the matter and try to reach a satisfactory outcome.
- 17.3 We will advise You of the final outcome of Your IDR referral within 15 business days of receipt of that referral.

Referrals to Our IDR process can be to any of the following: Post:

Customer Service
East Coast Car Rentals,
PO Box 2560, Southport BC, QLD, 4215 Australia
Toll Free: 1800 028 881
Phone: +61 (0)7 5555 8900
Email: cs@eccr.com.au

- 17.4 If you are not satisfied with Our IDR process, you may contact the Australian Finance Industry Association's Australian Car Rental Online Conciliation Service by visiting the following URL and completing an online form: <https://afia.asn.au/AFIA-Car-Rental-Conciliation-Service>

18. Privacy policy

The terms of Our Privacy Policy (available at www.eastcoastcarrentals.com.au/privacy/) form part of these Terms and Conditions. Our Privacy Policy sets out how We collect, use, store and disclose Your Personal Information.

19. Severability

Any provision of these Terms and Conditions which is invalid in any jurisdiction must, in relation to that jurisdiction be read down to the minimum extent necessary to achieve its validity, if applicable and be severed from this Agreement in any other case, without invalidating or affecting the remaining provisions of these Terms and Conditions or the validity of that provision in any other jurisdiction.

20. Entire Agreement

- a. The Rental Contract contains the entire agreement and understanding between the parties on everything connected with the subject matter of the Rental Contract and supersedes, terminates and replaces any prior agreements, communications or understanding on anything connected with that subject matter.
- b. All terms, warranties and conditions implied or imposed by law are excluded from this Rental Contract, except any term, warranty or condition the exclusion of which would:
 - i. contravene the law which implied or imposed it; or
 - ii. cause this clause to be void.
- c. Each party acknowledges that, except as expressly stated in the Rental Contract, that party has not relied on any representation, warranty, undertaking or statement of any kind made by or on behalf of another party in relation to this Rental Contract or its subject matter.
- d. In the event of any inconsistency in this Rental Contract, the documents that comprise this Rental Contract will be given the following priority (to the extent of the inconsistency):
 - i. the Rental Agreement;
 - ii. the Corporate Services Agreement;
 - iii. the Fees and Charges Guide;
 - iv. these Terms and Conditions; and
 - v. the Booking Terms and Conditions.