

# **Booking Terms & Conditions**

# 1. Payment

All payments will be processed in Australian dollars.

We accept a valid credit card, a Visa or MasterCard branded Debit Cards, as well as American Express, JCB, UnionPay, ApplePay and GooglePay (Nominated Cards). All online prepaid booking payments do not incur a credit card surcharge. Learn more about paying with your <u>AMEX Reward Points.</u>

International credit cards may attract an International Transaction Fee from your financial institution.

Please note, we **do not** accept cash in the Terms and Conditions (**Rental Security Bond**). We do not accept pre-paid cards or vouchers for the Rental Security Bond.

Please note, when picking up the vehicle, you must present an accepted form of payment.

#### 1.1 Local Renter Policy

If this is the first time you are renting from us and you live within a 150 kilometre radius of the rental courter from which you are collecting the vehicle, you must provide a utility bill\* no older than three months as proof of address. The residential address shown on the utility bill *must* match the address listed on your driver licence. A Rental Security Bond of \$1000 is also required to secure the booking and a pre-authorisation will be processed using your Nominated Card.

\*A hard copy or digital version of the following utility bills are accepted forms of identification: electricity, gas, rates, water, phone and internet bills.

Please note: if you have previously rented from us you are not required to provide a utility bill as proof of address.

## 1.2 Online Prepaid Bookings

All online prepaid booking payments do not incur a credit card surcharge. If you have purchased and prepaid your car rental on our website, the name and credit card details provided must be the same as the authorised driver on our rental agreement. Please ensure that you provide a valid Nominated Card and a drivers licence (both of which must be in the name given in the booking at time of collecting the vehicle).

#### 1.3 Pay on Arrival Bookings

On collection of the rented vehicle, payment is required in full. This will include your car rental rate and any other services or options agreed to at the time (**Payment Amount**).

## 2. Cancellations and Refunds

#### 2.1 Prepaid Refunds

When booking directly with us and choosing any prepaid option, you accept the cancellation and refund terms of the booking, and the following associated fees:



- Cancelling the booking 7 or more days prior to the collection date of the vehicle will result in a full refund of the Payment Amount.
- When cancelling more than three (3) days but less than seven (7) days prior to the collection date, the cancellation fee will be equal to the sum of three (3) rental days as per the rental fee of the booking.
- When cancelling three (3) days or less prior to the collection date, the cancellation fee will be equal to the full Payment Amount.
- No refund will be provided on any portion of the Payment Amount if you fail to pick up the vehicle at the day and time of collection.
- No refund will be provided for 'early returns' or 'unused days' when returning the vehicle earlier than the booked dates and times.
- Any unused portion of the Optional Extras purchased at the time of collection will be refunded to you.
- Cancellations or amendments to the booking can only be made by phoning our Call Centre on 1800 028 881 or +61 (0)7 5555 8900.
- If you amend your booking, this may change the rates and fees which apply to your booking (and increase or decrease the cost of your booking). You will be informed of the change at the time of your amendment. By making the amendment, you agree to the change to the rates and fees that occurs as a result of the amendment. You will not be charged any separate or additional fee for making the amendment itself.

#### 2.2 Pay on Arrival Refunds

No cancellation or refund fees apply when booking directly with East Coast Car Rentals and choosing the Pay Later option.

## 2.3 Refunds payments on Nominated Card

Any refund we provide to you will be made using the same Nominated Card used for the Payment Amount. 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 Payment Amount, may be delayed by up to 7 days to enable us to protect against fraudulent refunds.

## 3. Rental Security Bond

As part of your rental purchase and at the time of collection of your vehicle, we will require a Rental Security Bond to process your rental. A pre-authorisation will be made on your Nominated Card with the funds being held by your financial institution. The maximum amount held will be \$1000.00. Upon safe return of the vehicle, we will cancel the pre-authorisation for the Rental Security Bond. Please note the release of these funds is the responsibility of your financial institution and the timeframe in which your financial institution will do this can vary (and is outside of our control).

## 4. Liability Coverage

With most vehicles rented, you can reduce your financial risk by purchasing liability coverage. Liability coverage reduces your liability in the event of damage to the rental vehicle. The terms on which liability coverage can be purchased and how it applies are set out in our Terms and Conditions. Liability coverage is only applicable where the vehicle is not being driven in an area restricted under clause 7 of our Terms and Conditions.

Liability coverage products that may be available are described below.



# 4.1 Premium Loss Damage Waiver

The Premium Loss Damage Waiver, if purchased, and if available on the vehicle that you rent, can reduce your risk down:

- a. from \$5,500 to \$0 on smaller vehicles; or
- b. from \$6,600 to \$0 on larger vehicles,

this may not be available to purchase with the hire of all vehicles, including our 12-seater passenger vans and Defenders.

#### 4.2 Loss Damage Waiver

The Loss Damage Waiver, if purchased, and if available on the vehicle that you rent, can reduce your risk to a maximum excess of \$550. This is not available with the hire of all vehicles, and may be available with a different excess for some vehicles (for example, it is available with a 12-seater passenger van with an excess of \$1,000).

If appropriate for your circumstances, you can purchase the Premium Loss Damage Waiver or Loss Damage Waiver at the time of your booking or at our retail counter when collecting your vehicle.

## 4.3 Windscreen & Tyre Cover

Purchasing this cover will protect you from financial risk in the event there is damage to the windscreen and tyres of your rental vehicle. Please note the following definitions and conditions apply to this coverage:

- The term 'windscreen' refers to the front windscreen. The windscreen on the rear window, side windows and sunroof are not included.
- Damage covered by this protection only includes chips, cracks or star breaks in the windscreen.
- The term 'tyre' refers to any one of the four tyres on the vehicle (and the spare tyre for the vehicle) at any given time. Tyre damage only includes punctures, cuts and abrasions that have occurred due to normal driving conditions.
- This option can be selected at the time of your booking or at the rental counter from which you collect your vehicle.

#### 4.4 Premium Roadside Assistance

Our Premium Roadside Assistance Package protects you in the event something unexpected happens. While our standard breakdown service covers you for mechanical failure, this option will protect you when you need a helping hand to get you on your way. We cover you for:

- Tyre changing help to fit your rental car's roadworthy spare tyre.
- Lockout service roadside assistance will attend to open your vehicle when the keys are locked inside.
- Emergency fuel if you run out of fuel up to 15 litres will be delivered at no extra charge.
- Flat battery (except for electric vehicles) in the event you have left your lights on and the battery is flat, roadside assistance will jump start your vehicle.

We're here to help you 24/7. Select Premium Roadside Assistance at the time of your booking or at the retail counter at which you collect your vehicle.



# 5. Driver Requirements

#### 5.1 Age Restrictions

It is a legal requirement that you present a current, valid driver licence on collection of your vehicle and a copy of your licence will be recorded for verification purposes. The renter of the vehicle and any nominated/ authorised drivers must be at least 21 years of age. A surcharge, set out in our Fees and Charges Guide, will apply to drivers under 24 years-old. Please note, each driver of the vehicle must be listed on the Rental Agreement at the time of collection of your vehicle. Certain vehicles, listed at <u>eastcoastcarrentals.com.au</u> <u>vehicle-types/</u>, may only be rented to and driven by those over 25 years old.

#### 5.2 International Drivers

We require a current, unrestricted driving licence for the rental period that is valid and appropriate for the class of vehicle, that shows your current residential address and which is written in English or a certified copy of an international drivers licence translated into English, alongside a copy of the driver's passport.

# 5.3 Provisional Drivers (Australia only)

Australian drivers holding a Provisional Licence (P-plate) may rent from us under the following conditions:

- The P-plate driver must have held their licence for a minimum period of 12 months.
- The P-plate sign must be displayed on the vehicle at all times and in keeping with the rules and regulations of the State or Territory in which the vehicle is being driven.
- The P-plate driver must purchase the highest level of cover under the loss damage waiver referred to in the Terms and Conditions.
  - All P-plate drivers must abide by the restrictions applied to their provisional licence at all times.

#### 5.4 Learner Drivers

Drivers holding a Learner Licence (also known as a learners permit) are not permitted to rent or drive vehicles with us. Our vehicles are not permitted to be used for the purpose of a driving test.

## 5.5 Additional Drivers

Adding additional drivers to your booking will incur a charge for each driver.

## 6. Local Renter Policy

If this is the first time you are renting from us and you live within a 150 kilometre radius of the rental courter from which you are collecting the vehicle, you must provide a utility bill\* no older than three months as proof of address. The residential address shown on the utility bill *must* match the address listed on your driver licence. A Rental Security Bond of \$1000 is also required to secure the booking and a pre-authorisation will be processed using your Nominated Card.

\*A hard copy or digital version of the following utility bills are accepted forms of identification: electricity, gas, rates, water, phone and internet bills.

Please note: if you have previously rented from us you are not required to provide a utility bill as proof of address.

# 7. Driving Restrictions

You are restricted from driving the vehicle in particular areas, those areas include:

a. into or out of a Restricted Territory - this includes:



- i. 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;
- ii. 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;
- iii. 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;
- b. on any Unsealed Road (being a road that has been formed and constructed but is not sealed with a hard material such as tar, bitumen or concrete);
- c. above the Snow Line (meaning the area beyond 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 show chains to the vehicle);
- d. Off Road (being any trail, 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);
- 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;
- I. 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 in excess of any kilometer limit in the Rental Agreement;
  - iii. drive on the Buntine HWY
  - iv. drive on Central Arnhem Road
  - v. drive on Roper HWY
  - vi. drive on Gunlom Falls Road
  - vii. drive on Jim Jim Falls and Twin Falls in Kakadu National Park; and
  - viii. drive on or in the Lost City in Litchfield Park.

## 8. Toll Roads

We provide toll facilities. Our vehicles are tag-less and the licence plate is captured to identify when a toll road is used. You agree to pay all toll costs including the applicable charge for the toll road used as well which are set out in our Fees and Charges Guide. We will charge your East Coast Account as soon as practicable after the relevant toll fees are incurred. Please note that fees will not be immediately charged once you have used the toll road. You will receive a tax invoice sent to the email address listed on your account which details the toll amounts and administration fees.

# 9. 24-hour Roadside Assistance (Mechanical Breakdown)

24-hour roadside assistance is available to all vehicles rented from us in the event of a breakdown due to mechanical failure (excluding vehicles involved in an accident). To arrange roadside assistance please phone 1800 648 058 and quote the East Coast Car Rentals Service Number listed on the key tag of your vehicle: 0020101366.

For further details on our Premium Roadside Assistance package please read the 'Liability Coverage' section under item 4.4 of these terms and conditions.

## **10. Additional Equipment**

You can rent additional equipment from us, including a range of car seats. You can, choose to bring your own seat instead. Our range of car seats includes the following:

- a. Standard Baby Seat seat for newborns and children up to 18 kilograms.
- b. ISOFIX Baby Seat seat for newborns and children up to 18 kilograms. This seat that is directly "plugged" into the connecting points of a vehicle (as opposed to the Standard Baby Seat which is secured by a seatbelt).
- **c.** Child Booster Seat seat for children aged from four (4) to seven (7) years old (depending on the size of the child). This seat raises the child so that lap-shoulder belt of the vehicle is more safely positioned.

#### **IMPORTANT: Child Seats**

It is your responsibility to choose and fit an appropriate seat for newborns and children travelling in the vehicle. Our staff can assist where requested, but in doing so they do not (and we do not) take responsibility or assume



liability for your choice of seat and the proper, safe or legal fitting, adjustment, maintenance or use of the seat. We take no responsibility for fines, injury or death, or any other loss or damage associated with inappropriate seat choice, a failure inherent with the seat we provide for use, improper fitting of the seat or any failure to safely restrain any newborn or child in the vehicle, unless we are proven to have been grossly negligent.

It is your responsibility to know and to comply with all mandated seatbelt and child seat restraint laws applicable to the laws of any area in which you travel. Police infringements may be issued to the driver of the vehicle for any unrestrained occupants, including for incorrectly fitted and adjusted child restraints.

## 10.1 'One-way' Rentals

A one-way rental is the collection of a rental vehicle from one retail location and the return of that same rental vehicle to a different retail location. One-way rentals are subject to availability and a service fee applies. This fee will vary depending on the class of vehicle, the duration of the rental and the pick-up and drop-off locations. The fee will be advised to you at the time of booking a one-way rental or at the time you request that you rental be a one-way rental.

# **11. Refuelling Charges**

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, where the vehicle is not an electric vehicle; or
- b. with less than 20% battery charge, where the vehicle is an electric vehicle,

then you must pay us the Refuelling Fee or EV Charging Fee (as applicable), which fees are set out in the <u>Fees</u> and <u>Charges Guide</u> available on our website.

#### **East Coast Car Rentals**