

## VEHICLE RENTAL AGREEMENT TERMS

### 1. Rental

**1.1.** The Company agrees to hire the Vehicle to you, and you agree to hire the Vehicle from the Company, for the Term on and subject to the terms set out in this Agreement.

**1.2.** Before taking Possession of the Vehicle you must inspect and test the Vehicle and note any damage or defects on the Vehicle Condition diagram on the Vehicle Condition Report. By taking Possession of the Vehicle you: (a) warrant that you have undertaken this inspection and satisfied yourself that the Vehicle is delivered to you in good operating and roadworthy condition, and without any damage or defects and in satisfaction of all statutory warranties and conditions save as noted; and (b) agree that the Vehicle is entirely at your risk during the Term.

**1.3.** Unless we agree otherwise, the Cardholder must be present at the time of collection of the Vehicle.

**1.4.** You must return the Vehicle (and the Keys) to the Return Location on the Return Date in a clean state and in the same condition as it is in as at the Start Date, fair wear and tear excepted (other than windscreen or tire rim damage). If you do not return the Vehicle by the Return Time on the Return Date, we may terminate this Agreement and report the Vehicle as stolen.

### 2. Charges and Security Deposit

**2.1.** You must pay all the applicable Hire Fees and provide the required Bond prior to taking Possession of the Vehicle. Unless we agree otherwise, all amounts payable under this Agreement must be paid via credit card. However, American Express credit cards are not acceptable. For security reasons, we do not generally accept cash payments. Where you have provided credit card details, you agree that we may debit an amount equivalent to the Bond from the credit card you have at any time.

**2.2.** Subject to this clause, the following fees may be mandatory at the time of hiring the vehicle (or, if applicable at any other later time): Outback Fee, 4WD Fee, One Way Fee, Liability Reduction Fee, Toll Road Levy, Remote Location Fee, Booking Fee, Cleaning Fee, or any other fee that we have disclosed at time of booking and/or hire.

**2.3.** In addition to any other amounts payable under this Agreement, you may also be required to pay the Unlimited Kilometre Charge (for each day of the term) or Excess Kilometre Charge, the Cleaning Fee, the Refuelling Fee, and the Prohibited Area Fee. Likewise, you need not pay the Refuelling Fee if the Vehicle is returned with a full fuel tank. And you need not pay the Prohibited Area, if during the Term the Vehicle is not used anywhere outside the Permitted Area of Use (unless, prior to doing so, you have obtained our written consent and paid any applicable Outback Fee or 4WD Fee).

**2.4.** You irrevocably authorise and direct us to apply the Bond towards any moneys that become payable by you under this Agreement from time to time, and to debit any moneys that remain payable thereafter against any credit card recorded on the Details Page. We can do either of these without prior demand and even if the Term has expired or this Agreement has ended for any reason and, where You have provided a credit card imprint, even if the total moneys payable by you exceeds the Bond or the credit card imprint has been destroyed or returned.

**2.5.** We may mix any security deposit that you provide in cash, or which we convert into cash, with our own money and deal with same as we please. However, to the extent that the security deposit exceeds the total amount payable by you pursuant to this Agreement, and provided you have complied with Clause 2.6, we will repay to you an amount equal to any excess security deposit: (a) if the Vehicle was involved (or is alleged by a Third Party to have been involved) in an Incident, on the later of the date which is: (i) 12 months after the date you provide an Incident Report for each Incident, (ii) 60 days after all Third Party Claims in relation to the Incident are finalised; or (iii) 60 days after the expiry of any applicable limitation period; or (b) if paragraph (a) does not apply, within 60 days of Possession of the Vehicle being returned to or retaken by us.

**2.6.** Upon Possession of the Vehicle being returned to or retaken by us, you must provide to us either: (a) an Incident Report in respect of each Incident, or (b) a written notice in our approved form warranting that no Incident has occurred and indemnifying us in respect of any potential Claims. Your obligation under paragraph (a) does not limit any other obligations you may have under this Agreement.

**2.7.** Daily Hire Charges are calculated on a calendar day basis. The day of pickup and the day of return are each counted as one day, regardless of the agreed time of pickup or return. Late pickup or early return does not entitle you to a refund of any unused portion of any applicable Hire Fees.

### 3. Additional Charges

**3.1.** You must pay, and you hereby indemnify us in respect of, any and all Loss or Liability that we or any Third Party sustain or incur that in any way relates to or arises out of your breach of this Agreement or your use of the Vehicle during the Term, including but not limited to (a) any personal injury, loss of income, expense, or property loss or damage of any kind; (b) any repair costs to the Vehicle or any Third Party vehicle, or the replacement cost thereof if it cannot be repaired economically; (c) any toll charges, fines or penalties whatsoever (including any fines, fees or penalties relating to any camping, parking, speeding or traffic violations), any assessment, report, transportation, towing and recovery, storage, and cleaning charges or expenses; (d) any legal and administration expenses (on a full indemnity basis) in any way relating to investigating and/or responding to, defending or prosecuting or settling any legal proceedings, claims, enquiries or investigations; (e) any judgment or order obtained by any Third Party, including any interest thereon; (f) any exercise, or attempted or purported exercise, of our rights under this Agreement, including but not limited to any action to take to repossess the Vehicle; (g) any merchant fee or surcharge charged to us in relation to your use of any credit card; and (h) subject to this Agreement, any other Claim that may be made against us whatsoever, except to the extent that such Claim relates to any Loss caused by our negligence.

**3.2.** If the Vehicle becomes unavailable for hire as a result of anything that happens during the Term (other than our failure to comply with any applicable consumer guarantee) or as a result of your failure to return the Vehicle (and the Keys) to the Return Location by the Return Time on the Return Date, including but not limited to any Incident, you must continue to pay 100% of the applicable Hire Fees otherwise payable pursuant to this Agreement for each day or part day during the period of such unavailability. You acknowledge and agree that the amounts payable under this clause represent a genuine pre-estimate of the loss of income we will suffer during any such the period of unavailability.

**3.3.** Notwithstanding anything in this clause 3, you have no Liability to us for any Claims relating to tolls if you have paid the Toll Road Levy in accordance with clause 2.2.

**3.4.** Without limiting clause 3.1(d), you must pay to us the sum of \$150 for each Claim made against us during the Total Term, whether by you or by any Third Party. Where the Claim relates to an Incident, you must also pay us the sum of \$100 to obtain and review any police report in relation to same. You acknowledge and agree that these sums represent a genuine and reasonable estimate of the administration expenses we will incur in investigating the merits of each such Claim, including liaising with you, with any Third Party involved or their insurers and/or legal advisors, and with our own legal advisors in relation thereto. However, if our administration expenses exceed this sum, you must nevertheless pay to us an amount equal to the full amount of our expenses less any moneys previously paid by you pursuant to this clause. Notwithstanding anything in this clause, you need not pay (and we hereby waive any right to receive) the amounts specified in this clause if the Claim arises out of a proven breach of the Australian Consumer Law on our part.

**3.5.** Infringements: We reserve the right to charge you for any infringement and unpaid toll notices incurred during your possession of the Vehicle and you agree that we may charge such amounts to your credit card. You agree to pay administration costs of \$77 per infringement and unpaid toll notice, which will be charged to the credit card provided at the time of hiring without further notice to you. You agree that personal information provided to us in connection with the rental of the Vehicle, including your credit card details, may be disclosed by Allridey to a third party for the purpose of contacting you in relation to any infringement and unpaid toll notice incurred during your possession of the Vehicle and for administration costs incurred by Allridey. Any enquiries relating to infringement, unpaid toll notices and administration costs are to be directed to [info@forwardau.com](mailto:info@forwardau.com)

### 4. Breach

**4.1.** If you breach this Agreement, we may terminate this Agreement immediately. Without limiting what constitutes a breach under this Agreement, you breach this Agreement if regardless of the reason:

**4.1.1.** You fail to do any of the following: (a) pay any part of any moneys payable by the due date; (b) report any Incident: (i) to us immediately, and (ii) to the police or other proper authority within 24 hours thereof; (c) submit an Incident Report to us within 24 hours of any Incident; (d) deliver to us any Claim you receive in relation to the Vehicle or your use of it, including any Claim for loss or damage, with 24 hours of receiving it; (e) immediately rectify and inform us of any defect in the Vehicle of which you become aware or of which you should have been aware; (f) properly to secure any load or equipment which leads to any loss or damage; (g) maintain appropriate fluid levels for the Vehicle (including oil and water); (h) return the Keys when returning the Vehicle; or (i) comply with your obligations under this Agreement (whether positive or negative); (j) promptly provide all information and assistance we request from time to time; (k) disclose any Material Fact; or (l) properly to secure any load or equipment;

**4.1.2.** You do any of the following: (a) abandon or apparently abandon, part with Possession of, or grant or create any security interest in or lien over the Vehicle (or purport to do so); (b) permit, or suffer the Vehicle to be driven by, or drive the Vehicle whilst, an Unauthorised Person; (c) make any false or misleading statement to us; or (d) drive or use the Vehicle: (1) outside the Permitted Area of Use; (2) on unsealed, restricted, closed or dirt roads or in off-road conditions except where authorised under this Agreement; (3) to carry persons for hire or to carry any inflammable, explosive or corrosive materials; (4) to propel or tow any vehicle, trailer, boat or other object; (5) to carry any animal, except any recognised guide dog or assistance animal; (6) to carry any greater load and/or more persons than is lawful, or to use in a manner or for a purpose other than for which the Vehicle was designed and constructed; (7) for racing, pace making, reliability trials, speed trials, hill climbing or being tested for any of those purposes; (8) in a dangerous, dazed or negligent manner; (9) in a manner or for a purpose that contravenes any applicable law; (10) without due care and attention; or (11) for transporting and haulage of goods other than for private, domestic or household purposes (provided that this exception does not apply to household goods and furniture of any kind); or

**4.1.3.** Any of the following happen: (a) the Vehicle is: (1) lost or stolen or damaged (except where the Vehicle is damaged and a Liability Reduction Option applies); (2) totally or partially immersed in water; (3) damaged by driving it under an object lower than the height of the Vehicle; (4) damaged by loading or unloading, other than normal wear; (5) involved in any camping, or parking, speeding or other traffic violation or in any civil wrong or criminal offence; (6) damaged by any act of God (including but not limited to any flood, tidal surge, storm, cyclone or earthquake) or any act of terrorism, or (7) involved in any Incident caused or contributed to by You; (b) the Vehicle is involved in an SVA (except where the SVA is an SVR and SVR Cover applies); (c) the underbody, interior or tyres of the Vehicle is damaged (fair wear and tear excepted); (d) you direct us to charge any moneys payable by you hereunder to another person who fails to make payment when due; or (e) any transaction against any credit card nominated by you is declined or stopped.

### 5. Damage Cover

**5.1.** Subject to this Clause 5, if the Vehicle is involved in an Incident (not being an Excluded Incident) you may request to purchase damage cover in respect of that Incident by providing an Incident Report to us and paying the Liability Fee in accordance with this Clause 5. When purchasing damage cover, you warrant that you are entitled to do so under Clause 5.2, and you agree that: (i) we may bring, defend or settle legal proceedings in relation to the Incident in your name and shall have sole conduct of any related proceedings or settlement negotiations; and (ii) any rights that you at any time have or might have against any other person (except for any personal injury) because of the Incident are assigned to us ("the Assigned Rights"). Subject to the terms of this Agreement, provided you are entitled to purchase damage cover at the time the Liability Fee is paid by or charged to you and that you do not breach this Agreement after the Incident, if you purchase damage cover we will indemnify You up to an aggregate limit of \$50,000 (inclusive of legal costs and interest) in respect of: (a) any loss or damage to the Vehicle; and (b) any Judgment obtained by a Third Party in a Court against you for any property loss or damage arising from that Incident.

**5.2.** You are not entitled to purchase (and we may decline to sell) damage cover if You: (i) do not do so within 12 hours of the Incident; (ii) are in breach of this Agreement at any time before or after the Incident; (iii) are insured for the Incident; (iv) have admitted fault or liability for the Incident; (v) have done or omitted to do anything that in our opinion detrimentally affects any of the Assigned Rights or our ability to defend any legal proceedings; (vi) cannot or do not identify the other vehicle or driver involved; or (vii) the Incident is an Excluded Incident.

**5.3.** We offer Liability Reduction Option to reduce the Liability Fee payable, or widen the extent of damage cover provided, in the event that you purchase damage cover for an Incident pursuant to clause 5.1. SVR Cover is available as a Liability Reduction Option for 2WD and 4WD vehicles to provide extended damage cover for an SVR. A Liability Reduction Option applies if and only if: (i) the driver at the time of the Incident was not an Unauthorised Person; (ii) you have: (a) selected the relevant Liability Reduction Option at the time of hire, (b) paid the applicable Liability Reduction Fee in accordance with clause 2.2, and (c) complied with all requirements applicable to the relevant Liability Reduction Option, (iii) damage cover is not otherwise excluded, either generally or under the terms applicable to the relevant Liability Reduction Option, under any exclusions or limitations set out on in this Agreement or on our Policies Page, and (iv) you are not precluded from purchasing damage cover because of clause.

**5.4.** Notwithstanding anything in this Agreement to the contrary, you are wholly responsible for and damage cover does not apply (irrespective of any Liability Reduction Option having been selected) to reduce or exclude your Liability for or in relation to: (a) any recovery fees (including towing charges) incurred in recovering any vehicle from the site of any Incident or other breakdown, including where the Vehicle has become bogged, submerged, caught, trapped, stuck or restricted in any way or has been abandoned, (b) any Loss or Liability arising from any theft of or from, fire to or unlawful entry into the Vehicle, (c) any Losses associated with retrieval of keys which have been locked in the Vehicle or the loss or theft of any keys to the Vehicle; (d) damage sustained to the Vehicle: (i) in an SVA except where the SVA is an SVR and SVR Cover applies; (ii) between dusk and dawn; (iii) whilst it is being used outside the Permitted Area of Use; (iv) whilst it is being driven by or otherwise in the Possession or under the control of an Unauthorised Person; or (v) in connection with any river crossing, flooding, beach driving or contact with salt water; (e) any damage to the Vehicle that has been caused or contributed to any breach of this Agreement by any Hirer or by any act or omission of any other person travelling in the Vehicle (whether or not a Hirer), including but not limited to: (i) any failure to check and maintain fluid (including coolant) levels; (ii) any failure to drive in the appropriate gear; (iii) any failure to use the correct type of fuel, or to use uncontaminated fuel; or (iv) the continued operation of the Vehicle despite any defect that has come or ought reasonably to have come to your attention, except where you have communicated with us in relation to same and stopped, investigated, diagnosed, and facilitated any such defect to be repaired; (f) damage sustained to the roof or underbody of the Vehicle (including any rooftop tents or any other rooftop accessories supplied with the Vehicle; (g) the loss or theft of, or damage to any accessories supplied with the Vehicle; (h) except as specified under the terms of any Liability Reduction Option, any type or windscreen damage sustained to the Vehicle; (i) any costs relating to the delivery of a voluntary replacement vehicle pursuant to clause 6.32; (j) any unexpired portion of the Term; (k) loss of or damage to any property being transported in the Vehicle or otherwise in the Possession of any Hirer at the time of the relevant Incident; or (l) any other Liability you may have pursuant to clause 3 for which we have not expressly agreed to indemnify you pursuant to clause 5.1. In this clause, a reference to the Vehicle includes any part of the Vehicle including its gearbox or engine. To avoid doubt, nothing in this clause authorises you to cause or effect any repairs or alterations to the Vehicle without our prior written consent.

**5.5.** You acknowledge and agree that: (a) only Authorised Drivers are permitted to drive the Vehicle under any selected Liability Reduction Option permitting extra drivers; (b) damage cover (including any Liability Reduction Option) applies to the specific Vehicle hired to you at the time of purchase and is not transferrable to any substitute or replacement Vehicle; and (c) you alone are responsible for ensuring that you comply strictly this Clause 5 if you wish to have the benefit of any damage cover.

## VEHICLE RENTAL AGREEMENT TERMS

### 6. General

**6.1.** This Agreement shall be governed by the laws of the State of Queensland and You submit to the nonexclusive jurisdiction of the Courts of the said State. 6.2 Except as provided by law: (1) no part of any moneys paid by you is refundable unless (a) we terminate this Agreement for any reason other than for: (i) your breach of this Agreement, or (ii) in exercise of any right we have to retake Possession of the Vehicle, or (b) You terminate this Agreement because we have breached any consumer guarantee in circumstances entitling you to reject any goods or services supplied under this Agreement; and (2) our liability to give any refund is limited to the total of any Daily Hire Charges for the period from the date of termination until the end of the Term.

**6.2.** Except as provided by law: (1) no part of any moneys paid by you is refundable unless (a) we terminate this Agreement for any reason other than for: (i) your breach of this Agreement, or (ii) in exercise of any right we have to retake Possession of the Vehicle, or (b) You terminate this Agreement because we have breached any consumer guarantee in circumstances entitling you to reject any goods or services supplied under this Agreement; and (2) our liability to give any refund is limited to the total of any Daily Hire Charges for the period from the date of termination until the end of the Term.

**6.3.** Each party hereby releases and discharges the other from any Claim it may have against the other if it does not file legal proceedings to enforce same within three months from the Return Date. You acknowledge and agree that this clause is fair and desirable in the interest of certainty

**6.4.** You acknowledge and agree that our vehicles are booked by Category only and not by specific make or model or by registration number and that all bookings are subject to availability. It is your responsibility to ensure that you have booked the correct Category and Class of vehicle. We reserve the right to decline any change to any confirmed booking, including any change to the vehicle Category or Class thereof. If we agree to change your booking to another Category or Class of vehicle, you agree that: (a) you are not entitled to any refund or credit for any reduction in the applicable Hire Fees; and (b) you must pay any increase in the applicable Hire Fees prior to taking Possession of the Vehicle. You must pay for any increase in the applicable Hire Fees prevailing at the time of any agreed change.

**6.5.** Except as provided by law and without limiting any provision of this Agreement, if for any reason a vehicle of the Category or Class booked by you is or will be unavailable on the Start Date then we may at our sole option: (i) offer to hire to you a substitute vehicle in a different Category or Class, or (ii) terminate this Agreement by notice in writing to you at any time on or before the Start Date. If we offer to hire to you a substitute vehicle, you need not accept that offer but if you do accept then you hereby release and discharge us from any Claim for any Loss you have (or but for this clause might have had) against us in respect of our failure to supply a vehicle of the Category or Class originally booked by you, including but not limited to any Claim for consequential Loss. If you do not accept any substitute vehicle we offer to hire to you, or if we elect to terminate this Agreement without offering to hire a substitute vehicle to you, then we will refund to you all moneys paid by you in connection with this Agreement and you hereby release us from any other Claim for Loss you have or might have had.

**6.6.** Without limiting any provision of this Agreement, you agree that you are deemed: (a) to have been driving in a 'dangerous, dazed or negligent manner' if you operate the vehicle whilst on a highway at night or after having consumed any drug or alcohol at any time within the preceding 12 hours, or if you fall asleep whilst driving the Vehicle; and (b) to have been driving without due care and attention if you fail to observe any applicable road rule or law relating to the operation of motor vehicles.

**6.7.** Personal injuries you cause or incur whilst travelling in the Vehicle may be covered by compulsory third-party insurance relating to the Vehicle. Your rights under any such insurance are governed and may be limited by the applicable State or Territory legislation. We make no warranty or representation as to your rights under any such legislation and we recommend that you obtain prompt independent legal advice following any Incident. We also recommend that you seek expert advice about obtaining appropriate insurance (for example, separate travel insurance) prior to taking Possession of the Vehicle. Save for any compulsory third-party insurance required by law, we do not provide or arrange insurance of any kind. You acknowledge and agree that we are not an insurer and that Clause 5 gives only a limited indemnity and is not intended to create a contract of insurance. If, despite the foregoing, this Agreement includes, or is held to include, a provision of insurance of any kind then this Agreement shall be read and construed as though that provision (including Clause 5) had been severed, from the beginning, and the remainder of this Agreement shall remain in full force.

**6.8.** Nothing in this Agreement is intended to constitute, or is to be construed as, a warranty against defects. However, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

**6.9.** You may have other or additional rights under an applicable Australian law. This Agreement is to be read down or modified to avoid any inconsistency with such law, but only to the extent that the law does not permit your rights to be excluded, restricted or modified. Subject to the foregoing, should any term, covenant, condition, provision, stipulation or restriction herein (or any part thereof) be or become void, illegal or unenforceable then in this Agreement shall be read and construed as if the same had been severed from the beginning and the remainder of this Agreement shall remain in full force.

**6.10.** You acknowledge and agree that your use of the Vehicle is solely for your own purposes and that you are neither the agent of the Company nor subject to its control in relation to such use.

**6.11.** You hereby authorise and direct any person having legal authority to maintain any traffic or criminal history or record relating to You to provide a copy of same to the Company. If you purchase damage cover under Clause 5, you also waive any claim to legal professional privilege as against us.

**6.12.** Any moneys payable by you hereunder are recoverable by us as a liquidated debt and without demand. You must pay all such moneys without any setoff or other deduction or withholding whatsoever.

**6.13.** You must comply with our policies (as amended from time to time) to the extent that they are not inconsistent with this Agreement. Our policies are published on the Policies Page.

**6.14.** We hereby reserve the right to refuse any request for hire, or to cancel any booking, prior to you taking Possession of the Vehicle. After Possession of the Vehicle has been delivered to you, you acknowledge and agree that we and/or the owner of the Vehicle may nevertheless retake Possession of the Vehicle (and for that purpose enter any premises and remove the Vehicle, using reasonable force if necessary) at any time without prior notice if: (a) you breach this Agreement, (b) the Vehicle appears to be abandoned or damaged, (c) any Hirer obtained Possession of the Vehicle through fraud or misrepresentation, or (d) we consider on reasonable grounds that the safety of any passengers in the Vehicle or the condition of the Vehicle is endangered.

**6.15.** You cannot extend the Term or change the Return Location without our prior written consent. Any consent we grant is subject to you paying additional Hire Fees for each day of any extended hire period at the higher of those rates stated in this Agreement and our prevailing rates at the date of the change.

**6.16.** Our hours of operation are as set out on our Website. If you wish to return the Vehicle on a day or at a time when our offices are not ordinarily open for business, you must pay to us the sum of \$100 to process the return of the Vehicle in addition to any other moneys payable by you under this Agreement.

**6.17.** All transactions are conducted in Australian dollars. Exchange rate fluctuations and/or bank fees may cause some variance between the amounts originally paid by you and the amount that we are required or agree to refund to you at any time. You must bear any Loss associated with any such variances

**6.18.** You agree to use, operate and possess the Vehicle at your own risk, and you agree that we have no Liability whatsoever for any Loss you may suffer except as required by law. To the full extent permitted by law, you hereby release and discharge, and agree to indemnify and hold harmless, the Company, its officers agents and servants from and against all Claims you may have, or but for this clause might have had, against any such person whether now or in the future; that in any way relates to or arises out of: (1) any wrongful act by you or any Third Party; (2) your use of the Vehicle (including the roof-top of, or any

roof-top accessories supplied with, the Vehicle; or (3) any of the following: (a) any Loss to any property:

(i) that is received, handled or stored by the Company at any time before, during or after the Total Term, whether or not due to the Company's negligence, or (ii) as a result of items being left in the Vehicle after its return to us or being stolen from the Vehicle; (b) any Loss in the nature of personal injury, except to the extent that such injury arises from the Company's negligence; (c) any Loss you sustain by reason of the Company's exercise, or purported exercise, of its rights hereunder; or (d) any malfunction to any accessories supplied with the Vehicle.

**6.19.** If you become entitled to make any Claim against us for any Loss or Liability you sustain or incur, and the law prohibits the exclusion of our Liability in relation thereto, then to the extent permitted by law and in consideration of our entering into this Agreement, you hereby agree that our Liability is limited to the Settlement Sum and you agree to accept that sum in full and final settlement of any such Claim.

**6.20.** Without limiting any provision of this Agreement, you acknowledge and agree that the use of any rooftop accessories supplied with the Vehicle are inherently dangerous, and to the full extent permitted by law you agree to use such accessories at your sole risk and to exercise utmost care for your own safety and for the safety of others whilst doing so. Without limiting the foregoing, you acknowledge that such accessories should not be used whilst the Vehicle is in motion, is unstable or is otherwise not standing on a flat ground, or whilst you are affected by any drug or alcohol, or if you suffer from vertigo.

**6.21.** You must keep confidential the existence of any dispute arising in connection with this Agreement or any settlement relating thereto, including any related negotiations.

**6.22.** We require you to supply certain personal information as a condition of entering into this Agreement. We may also collect, store and use personal information about you through global positioning system vehicle tracking and diagnostics and other electronic tools (including but not limited to information concerning the location, usage and servicing of your vehicle, your speed, fuel consumption, distances travelled and current and previous locations visited). We may use your personal information for the purposes of: (a) providing goods and services (supplies) to you in connection with this Agreement, (b) researching, developing, managing, protecting and improving our services; (c) conducting customer satisfaction surveys and to inform you of any improvements or developments in the supplies we offer; (d) collecting payments from you, (e) sending you marketing communications from time to time. If you do not provide any personal information we may require, we will not be able to provide you with any supplies. You irrevocable authorise and consent to our collection, storage, disclosure and use of your personal information in accordance with this Agreement and the terms of our privacy policy on our Website. You agree that we are not obliged to destroy any personal information collected by us in connection with this Agreement. Except where required by law, and subject to this clause, we will not disclose any of your personal information to any Third Parties. You acknowledge that our Website may contain links to other websites but that we are not responsible for the privacy policies or practices of any Third Party operating those linked websites. To the extent that you submit personal information about any other individual to us, you warrant that you have obtained all necessary consents and approvals for the disclosure of that information to us, and for our collection, storage, use and disclosure of such information in accordance with this clause. If you have any questions about or privacy policy or treatment of your personal information, please contact our Privacy Officer at the email address provided on our Website. Unless the context otherwise requires, words and phrases not defined herein but which are defined in the Privacy Act 1988 (Cth) have the meanings given in that Act

**6.23.** Any accessories supplied with the Vehicle and any roadside service with provide to you during the Term are supplied on a complimentary basis. No Hire Fees are attributable to any such supplies.

**6.24.** No delay in exercising any right on our part shall operate as a waiver, of that or any other right. A right may only be waived by us by notice in writing signed by an officer of the Company, and any such waiver shall be effective only to the extent specifically set out therein. In no case shall any waiver in relation to any breach of this Agreement constitute a waiver of any subsequent or other breach.

**6.25.** This Agreement embodies the entire agreement between the parties. To the extent permitted by law, any statement, representation, or promise made in any negotiation or discussion, has no effect except to the extent expressly set out or incorporated by reference in this document.

**6.26.** We are not responsible for any failure to fulfil any of our obligations under this Agreement if such fulfilment is delayed, prevented, or impeded in any way by reason of a Force Majeure Event.

**6.27.** Unless otherwise stated, if any supply made by us under or in connection with this Agreement is a taxable supply, then in addition to the price payable for that taxable supply you must also pay to us, at the same time and in the same manner as the price, an amount equal to any GST relating to that supply. In this clause, words or expressions not defined in this Agreement have the same meaning as given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**6.28.** No cash refunds or reimbursements are issued at any of our depots. All refunds and reimbursements will be made by crediting the relevant amounts to the same credit card presented by on or behalf of the Hirers when providing the Bond or payment. If no credit card was presented at that time, then any refunds or reimbursements will be paid by cheque payable to the first person listed as a Hirer under this Agreement. The receipt of the credit or cheque by the credit card holder or listed Hirer shall operate as a complete and valid discharge of any obligation we have in respect of the relevant refund or reimbursement. The Hirers are responsible for settling any accounts as between themselves. We do not issue refunds for late pickup, early return, or cancellations.

**6.29.** Prior to taking Possession of the Vehicle, you must produce to us your original driver's licence, passport, and proof of address. We reserve the right to require that any documents not in the English language be accompanied with an English translation by an accredited translator and/or that you produce an international driver's licence in addition to any foreign driver's licence.

**6.30.** Any person signing a copy of this Agreement as a Cardholder agrees that he or she is a Hirer under this Agreement irrespective of whether he or she does not, or does not intend, to travel in the Vehicle.

**6.31.** Forthwith upon written request from us, you agree to provide a statutory declaration to us regarding the circumstances surrounding any Incident or Claim arising in connection with this Agreement or any use of the Vehicle during the Total Term.

**6.32.** Except where you are entitled to a substitute or replacement vehicle because we have failed to comply with a consumer guarantee: (1) you are not entitled to receive, and we are under no obligation to supply, a substitute or replacement vehicle for any reason; and (2) any substitute or replacement vehicle we agree to provide is subject to you paying additional Hire Fees and provide a new Bond in accordance with clause 2.1. However, unless we agree otherwise, you are not entitled to select a Liability Reduction Option in respect of any such substitute or replacement vehicle and you are not entitled to any credit for any Hire Fees paid by you in respect of the previous Vehicle supplied to you.

**6.33.** We may respond to, conduct, prosecute, defend, or settle any Third-Party Claim as we deem fit. Without limiting the foregoing, we have no obligation to pursue or resolve any Claim against any Third Party, whether on behalf of you or ourselves.

**6.34.** You acknowledge and agree that we retain title to the Vehicle at all times, and that you must not agree, attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage, let on hire or otherwise part with Possession of or otherwise deal with the Vehicle save as set out in this Agreement.

**6.35.** You warrant that all information that you have supplied to us under or in connection with this Agreement, including any information that you later supply to us during the Term, is and will be true and correct in all respects. You acknowledge that we will rely on this warranty in deciding to enter into this Agreement and in deciding what action to take in response to any Incident arising during the Term.

**6.36.** You acknowledge and agree that maintaining fluid and battery levels is your responsibility during the Term. If any malfunction of the Vehicle occurs, or if you suspect any such malfunction, you must stop the Vehicle and immediately report the malfunction or suspected malfunction to us, including any sign of overheating or other abnormality. Without limiting the foregoing, if at any time after you have taken Possession of it, you believe that the Vehicle is defective in any respect you must promptly notify

## VEHICLE RENTAL AGREEMENT TERMS

us in writing of your concerns and arrange for the Vehicle to be inspected at our nearest depot to enable us to assess the Vehicle and verify your allegations. If you do not comply with this clause, you agree not to later assert that the Vehicle was in fact defective.

**6.37.** You and the Company agree that this Agreement may be entered into and become binding upon a party by using an Electronic Signature. By signing this Agreement using an Electronic Signature you agree to enter into this Agreement in electronic form and that this document is a true representation of the Agreement between the parties and has the same status as if signed using a paper-based ink signature.

**6.38.** At your own cost, you must make yourself available to and to cooperate with the Company (and its advisers) in any investigation or administrative, regulatory, judicial or quasi-judicial proceedings relating to this Agreement or your use of the Vehicle (including any Incident occurring during the Total Term), including but not limited to providing information in relation to any such legal process, preparing witness statements and giving evidence in person on behalf of the Company.

**6.39.** Diagrams, photographs, and textual descriptions on our Website or in our brochures, documents or promotional material are for illustrative purposes only. You acknowledge that the Vehicle may vary from any depiction or description given.

**6.40.** You may not cancel any confirmed booking without our prior written consent.

**6.41.** You irrevocably agree that each other Hirer named in this Agreement is authorised to act as your agent.

**6.42.** This Agreement binds every person who signs it even if one or more other parties fail to sign same.

**6.43.** Time is of the essence in respect of your obligations under this Agreement.

**6.44.** Our rights under this Agreement are in addition to any other rights we have at law.

**6.45.** You must pay all taxes and duties that in any way relate to or arise out of this Agreement.

**6.46.** A certificate signed by a director of the Company is *prima facie* evidence of any fact stated therein.

**6.47.** As between us and you, you are deemed to have caused any Incident unless you prove otherwise.

**6.48.** You acknowledge and agree that nothing herein is intended to benefit any person who is not a party.

**6.49.** The parties' accrued obligations hereunder do not merge upon termination of this Agreement.

**6.50.** You cannot assign your rights under this Agreement.

**6.51.** Our rights (including any discretion) under this Agreement are unfettered.

**6.52.** You agree not to say or do anything that would defame us or otherwise besmirch our reputation.

**6.53.** You warrant that you have read these terms before entering into this Agreement and that they are fair.

**6.54.** You agree that the Bond is separate from, and cannot be applied towards, any Liability Fee.

**6.55.** All hire must comply with any minimum hire periods specified on our Website from time to time.

**6.56.** Except as required by law, you must not permit any animal in the Vehicle.

**6.57.** You agree not to object to any murals or slogans painted on the Vehicle.

**6.58.** We give no warranties in relation to the Vehicle except those implied by law.

### 7. Definitions and Interpretations

**7.1.** In this Agreement: **"4WD Fee"** means the sum specified on the Details Page or Policies Page as being payable if you elect to travel in a 4WD Region (where that region is not a Prohibited Area for the Class of Vehicle hired by you for the relevant 4WD Region), and in the absence of any such specification means the sum specified from time to time for each region or route identified in the definition of '4WD Region' herein; **"4WD Region"** means any region or route specified on the Area of Use Diagram as being for 4WD (4-wheel drive vehicles) only; **"Area of Use Diagram"** means the 'Area of Use' diagram on the Details Page or the Policies Page, and includes any other document completed or to be completed by you immediately before you take Possession of the Vehicle as indicating the area in which you intend to use the Vehicle; **"Authorised Driver"** means a person who is not an Unauthorised Person; **"Booking and Administration Fee"** means the fee described as such on the Details Page or Policies Page, and includes an amount equal to any merchant fee charged to us by the provider of any credit card you use; **"Bond"** means a security deposit or credit card imprint in the sum specified as such on the Details Page or Policies Page, and in the absence of any such specification means: (a) if you have selected a Liability Reduction Option, a security deposit or signed credit card imprint in the sum specified under the terms of the relevant Liability Reduction Option; or (b) in any other case, a security deposit: (i) for a 4WD vehicle, in the sum of \$5,000 or (ii) if paragraph (i) does not apply, in the sum of \$3,000; **"Bond Processing Fee"** means the fee described as such on the Details Page or Policies Page, and in the absence of any such specification means: (a) if liability reduction fee has been selected, nil; or (b) in any other case, \$50; **"Booking and Administration Fee"** means an amount equal to 7% (or such other percentage as may be specified on the Details Page or Policies Page) of all Hire Fees payable pursuant clause 2.1; **"Cardholder"** means the person to whom any credit card used, or to be used, to pay any moneys payable under this Agreement (including but not limited to any applicable Hire Fees and Bond) has been issued; **"Category"** means any category of vehicles offered by us for hire from time to time; **"Claim"** means any claim whatsoever, and includes any cause of action, notice, suit, demand or judgment, summons, complaint, claim or other legal process, whether at law, in equity or under statute that in any way relates to or arises out of an Incident, this Agreement, or the Vehicle or your use thereof (whether or not presently in the contemplation of the parties to this Agreement), and includes for the avoidance of any doubt any notice, demand or claim for payment relating to any infringement, traffic, parking, speeding, red-light camera or toll fine or fee; **"Class"** includes (a) a two-wheel drive (2WD) vehicle, (b) a four-wheel drive (4WD) vehicle, (c) all all-wheel drive (AWD) vehicle; (d) a passenger van, and (e) a motorcycle; **"Cleaning Fee"** means the amount specified as such on the Details Page or Policies Page or, in the absence of such specification, \$200 (if the Vehicle is a two-wheel drive vehicle) or \$400 (if the Vehicle is a four wheel drive vehicle); **"Company"** means Allride Pty Ltd (ACN 652 772 980); **"Court"** excludes a Tribunal; **"Daily Hire Charge"** means the daily fee charged by us for the hire of the Vehicle, as stated on the Details Page or Policies Page; **"Details"** means full name and address, date of birth, and licence number; **"Details Page"** means: (a) where this Agreement is formed online, the booking summary page on our Website or (b) in any other case, the first page of any document containing or incorporating these Vehicle Rental Agreement Terms; **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to enter into this agreement, and includes a digital signature; **"Excluded Incident"** means any Incident to which clause 5.4 applies or which this Agreement otherwise specifies as being excluded from damage cover; **"Extended Return Date"** means 10.00 am (or such other agreed time) on the last day of any agreed extension of the Term; **"Force Majeure Event"** means an event which is beyond our reasonable control including, but not limited to, any act of God or the elements, fire, flood, war, the public enemy, strikes, civil commotion, transportation or other embargoes, perils of the sea, act of civil or military authority, or governmental priority; **"Hire Fees"** means: (a) the Daily Hire Charge for each day of the Term, (b) the Bond Processing Fee, (c) any applicable Outback Fee, 4WD Fee, One Way Fee, Liability Reduction Fee and Toll Road Levy, (d) the Booking and Administration Fee, and (e) any other fees specified in the Details Page, the Area of Use Diagram or the Vehicle Condition Report where applicable; **"Hirer"** means a person who has personally signed the Details Page and, unless we otherwise agree, has: (a) personally attended at the Pickup Location, and (b) supplied a copy of his or her driver's licence to our authorised representative; **"Incident"** means any event whatsoever involving actual or potential loss, damage, expense or liability to us or any Third Party (or personal injury to any person) in any way relating to the Vehicle or your use thereof during the Term, including but not limited to a collision, an SVA, theft of or from the Vehicle, and any natural event of whatever kind including but not limited to storms, cyclones, and floods; **"Incident Report"**, in relation to an Incident, means a complete, accurate and legible report (written in the English language) in respect of

the Incident in our approved form and signed by every Hirer under this Agreement and the driver of the Vehicle at the relevant time; **"Judgment"** excludes a judgment granted summarily, by default or consent or by reason of any express or deemed admission; **"Keys"** means all keys relating to the Vehicle; **"Liability Fee"** means: (a) if a Liability Reduction Option applies: the sum specified on the Details Page as the 'Liability' amount for the relevant Class of Vehicle; (b) in any other case: the 'Damage/Loss Liability' specified on the Details Page; **"Liability"** includes any and all liability whatsoever whether arising in contract, tort including negligence, under statute or otherwise; **"Liability Reduction Fee"** means the specified as such on the Details Page or Policies Page, being the optional daily fee payable for any selected Liability Reduction Option; **"Liability Reduction Option"** means any option offered by the Company from time to time for reducing the applicable Liability Fee, and includes 'Liability Reduction A', 'Liability Reduction B', 'Cover One' and 'SVR Cover' as detailed on our Website; **"Loss"** includes all losses, damages, outgoing, charges, penalties, fines, costs and expenses (including lawyers' fees and expenses) of whatever description and whether present, unascertained, contingent or prospective and whether or not in the nature of consequential loss; **"Material Fact"** means any fact about you that had it been disclosed to us might reasonably be expected to have resulted in our refusing to enter into this Agreement; **"Excess Kilometre Charge"** means an amount charged per kilometre over the 'kilometre allowance' as specified in your rental agreement; **"One Way Fee"** means the fee specified as such on the Details Page or Policies Page as being the applicable fee for returning the Vehicle to an approved depot other than the Pickup Location; **"Outback Fee"** means the fee specified as such on the Details Page or Policies Page as being payable for using the Vehicle in any Outback Region, and in the absence of any other specification means the sum of \$10 per day during the Total Term; **"Outback Region"** means any outback region or route specified on the Area of Use diagram appearing on the Details Page or Policies Page, and includes any region or route shaded in grey therein; **"Permitted Area of Use"** means the whole of Australia other than any Prohibited Area; "Pickup Location" means the premises from which you take Possession of the Vehicle on the Start Date or such other premises nominated as such on the Details Page or Policies Page; **"Policies Page"** means the policies page on our Website; "Possession" means any degree of possession and includes custody; "Prohibited Area" means any area identified as such in this Agreement or on our Policies Page; **"Prohibited Area Fee"** means the sum of \$2,000, or any other sum describes as such on the Details Page or Policies Page; **"Refuelling Fee"** means a sum equal to the cost of refilling the Vehicle's fuel tanks, plus a \$20 administration fee; **"Remote Location Fee"** means the sum stated beside each location identified in the definition of 'Remote Location', or any other sum specified as such on the Details Page or Policies Page, as being payable if you elect to collect or return the Vehicle from a Remote Location; **"Remote Location"** means any location identified as such on the Details Page or the Policies Page; **"Rental Pack"** means the bundle of documents provided to you on hiring the Vehicle, including this Agreement; **"Return Date"** means the 'Due Return Date' stated on the Details Page, or the Extended Return Date as the case may be; **"Return Location"**, unless stated otherwise on the Details Page, means the Pickup Location; **"Return Time"** means the 'Due Return Time' stated on the Details Page, otherwise 10:00am; **"Settlement Sum"** means: (a) if the Claim relates to any period of time during which the Vehicle is not available for use during the Term in circumstances where we are liable for such unavailability: an amount equal to the Daily Hire Charge multiplied by the number of full days during the relevant period; (b) in any other case, \$100; **"SVA"** means any Incident not involving another vehicle, or which does involve another vehicle in circumstances where you are unable to supply full details of that other vehicle and its driver, and includes (regardless of the circumstance) any Incident involving an SVR or an animal or which occurs whilst the Vehicle is reversing; **"Start Date"** means the 'Pickup Date' and 'Pickup Time' stated on the Details Page; **"SVR"** means a single vehicle rollover incident; "SVR Cover" is a Liability Reduction Option we offer to provide extended damage cover for an SVR; **"Term"** means the period commencing on (and including) the Start Date and terminating on (and including) the Return Date; **"Third Party"** means any person other than you or us; **"Toll Road Levy"** means the sum specified as such on the Details Page or Policies Page as being payable if you elect to have unlimited toll road access whilst using the Vehicle during the Term, and in the absence of any other specification means the sum of \$35; "Total Term" means the Term and includes each day thereafter until the Vehicle is returned to the Return Location; **"Tribunal"** means any forum that is not a court of law or does not permit legal representation as of right; **"Unauthorised Person"** means a person who is not a Hirer, or who is a Hirer but: (a) is under 21 years old; (b) is not licensed for the class of the Vehicle, (c) has a blood alcohol concentration exceeding the lawful percentage, (d) whose driver's licence has been cancelled or suspended within the last three years or who is on a probationary licence, (e) has held a driver's licence for less than two years, (f) has not supplied his or her full and correct Details on the Details Page, (g) at any time in the five years immediately prior to the Start Date was involved in an motor vehicle accident, committed any traffic infringement or criminal offence or made any claim in relation to any insurance policy arising out of the use or ownership of a vehicle, or was affected by any medical condition which might in any way impair his or her ability safely to manage a vehicle; or (h) holds a learner, prohibited, provisional, probationary or other restricted form of licence; **"Vehicle"** means the vehicle identified on the Details Page and includes any substitute or replacement vehicle we supply (including any replacement vehicle we supply as a result of any change agreed pursuant to clause 6.4), and (except in Clause 1.1) includes all accessories, tools, tyres and equipment therein; **"Vehicle Condition Report"** means the document signed or to be signed by you immediately before you take Possession of the Vehicle as indicating the condition of the Vehicle at the commencement of the Term.

**7.2.** In this Agreement: (a) A reference to: (i) the singular include the plural and vice versa; (ii) one gender includes the other genders; (iii) a person includes any firm, company, corporation, government, governmental authority, state or agency of a state or any association or partnership (whether or not having corporate legal personality); (iv) a statute refers to all statutory provisions consolidating, amending or replacing same and all regulations, rules, by-laws, proclamations, orders and other authorities pursuant thereto; (v) a clause, sub-clause, or paragraph shall refer to a clause, sub-clause, or paragraph to or of this Agreement; (vi) a right includes a power, privilege or remedy; (vii) the whole of anything includes any part of it; (viii) **"we"**, **"us"** or **"our"** is to the Company; (x) **"you"** or **"your"** or **"yourself"** is to the Hirer (or to the Hirers jointly and severally if there is more than one); (xi) **"security interest"** includes a 'security interest' within the meaning of the Personal Property Securities Act 2009 (Cth); (xii) **"warranty against defects"** has the meaning given in section 102(3) of the Australian Consumer Law; (xiii) **"Australian Consumer Law"** means Schedule 2 to the Competition and Consumer Act 2010 (Cth); (xiv) **"this Agreement"** means the vehicle rental agreement comprising the Details Page, these Vehicle Rental Agreement Terms, the Area of Use Diagram and the Vehicle Condition Report; (xiv) a **"day"** is a reference to a calendar day; (xv) to **"dollars"** or **"\$"** is a reference to Australian currency; (xvi) **"policies"** includes procedures and guidelines, and includes any document summarising the terms of this Agreement; (xvii) **"personal injury"** includes death and physical or mental injury (including the contraction, aggravation or acceleration of any disease, or the coming into existence, aggravation, acceleration or recurrence of any other condition, circumstances, occurrence, activity, form of behaviour, course of conduct or state of affairs which is or may become harmful or disadvantageous to any person); (xviii) the Vehicle being in a **"clean state"** is a reference to the Vehicle being washed, vacuumed, tidy and stain-free state and otherwise free of any vermin or odours (including vomit or smoking related odours); (xix) **"consumer guarantee"** is a reference to a consumer guarantee under the Australian Consumer Law; (xx) **"wrongful act"** means any wrongful act or omission, including but not limited to any: (1) breach of contract, including any breach of this Agreement; (2) tort, including negligence or breach of any statutory duty; or breach of equitable duty; (xxi) **"defective"**, in relation to the Vehicle, is a reference to the Vehicle not being of acceptable quality within the meaning of the Australian Consumer Law; (b) headings are used for convenience only and shall not be used in the interpretation of this Agreement; (c) derivatives of any term defined herein shall have a corresponding meaning; (d) any two or more Hirers are bound jointly and severally; and (e) a release, or the unenforceability, of any obligation hereunder vis-à-vis any Hirer shall not affect the Liability of any other Hirer.