

## TERMS AND CONDITIONS OF HIRE

This is an Agreement between the Hirer ("You") and the Company ("Us" or "The Company"), identified on the Rental Agreement, to rent the motor vehicle ("The Vehicle, trailer, camper or accessory") described on the Rental Agreement including all its accessories, tools, tyres and equipment as well as any replacement vehicle. (The "Hirer" means "You" who is the person/s and/or the company named on the Rental Agreement as The Hirer and/or any person/s and/or any company who provides us with a Credit Card Letter of Authority, or a verbal or written order). You acknowledge the Vehicle is delivered to You in good operating condition with the seal of the odometer unbroken. You agree to return the Vehicle in the same condition (except for ordinary wear and tear not including windscreen or tyre damage) together with its tools, tyres, accessories and equipment on the date, time and place specified on the Rental Agreement or sooner, if demanded by the Company. The Company may take possession of the Vehicle without prior demand to You and at Your expense if there has been a breach of any terms or conditions of this Agreement or if the Vehicle is illegally parked, used in violation of the law or is apparently abandoned. If the seal of the odometer is broken, or otherwise tampered with, You will be responsible for not only an extra charge based on 500 klms per day at 50c per kilometre, but also for any cost of repairing or replacing the odometer. NOTE: If there is to be any extension of the period of hire beyond that stated on The Rental Agreement You must apply to the Company before the current due date/time has expired and it must agree to such an extension. If an extension is not granted then the vehicle must be returned as demanded by the Company. Authorisation for a rental extension will only be granted based on availability of the vehicle. Authorisation for a rental extension will only be granted when full payment is made in full for all extended period. Un-authorised/un-notified hire extensions are subject to a daily penalty fee being charged which is equal to and in addition to the daily hire rate noted on the Rental Agreement. Penalty charges apply until the return of the vehicle and keys.

**Payment Details – The Credit Card owner must be present in person at the time of pick up with the Credit Card and photo I.D.** The maximum amount we can charge online or by phone is \$50. We only accept Visa, MasterCard or AMX. Visa and MasterCard 'Debit Cards' may require a deposit and are only accepted for certain vehicles, enquire for details. Full payment is required before we will release the vehicle (Unless you already operate an approved Trading Account with us). Note- We have a no refund policy for early return of pre-paid rentals. AMX card attracts a 2% fee. We Do Not Accept any of the following - Savings &/or CHQ account cards, Cash, Cheque, Load &Go cards, Visa/MasterCard pre-paid or gift cards of any type, or any card that does not have an individual person's name printed on it including any organisation's card without an individual's name printed on it.

### 1. Persons who must not drive the Vehicle

- (a) A person who is not identified in writing on The Rental Agreement as either the Hirer, Joint Hirer or Authorised Driver. Company nominated drivers by prior arrangement only and in writing on the Rental Agreement;
- (b) A person who is not licensed to drive the hired class of vehicle;
- (c) A person whose blood alcohol concentration exceeds the lawful percentage whilst driving the Vehicle;
- (d) A person who is driving the Vehicle whilst under the influence of a drug;
- (e) A person who has given or for whom YOU have given a false name, age, address or driver's licence details;
- (f) A person whose driver's licence has been cancelled, endorsed or suspended within the last three years;
- (g) A person who uses or intends to use the Vehicle for an illegal purpose;
- (h) A person who is aged under 21 or over 75 years of age;
- (i) A person who holds a Provisional Driving Licence (unless authorised in writing by US on the RA).

### 2. Circumstances where the Vehicle must not be Used

- (a) Any area outside the stated Area of Use shown on The Rental Agreement;
- (b) On any unsealed road unless authorised by the company in writing on The Rental Agreement. No off-road use allowed in any vehicle at any time.
- (c) The carriage of any persons for hire or the carriage of any inflammable, explosive or corrosive materials;
- (d) Pushing or towing any vehicle, trailer, boat or other object unless the Company has authorised such use in writing;
- (e) The carriage of any greater load and/or persons and/or for a purpose for which the Vehicle was designed and constructed;
- (f) The carriage of any animal in the Vehicle unless authorised in writing;
- (g) The use of the Vehicle for racing, pacemaking, reliability trials, speed trials, hill climbing or being tested in preparation for those activities;
- (h) The use of the Vehicle in a dangerous manner;
- (i) The use of the Vehicle in contravention of any legislation or regulation controlling vehicular traffic;
- (j) If we, the Company, or our representative have directed You or any authorised driver not to drive the vehicle;
- (k) Above the snow line, being either the entrance to National Parks in which snow falls or areas in which snow chains are required to be fitted (by the relevant authority).

### 3. Charges and obligations of the Hirer/Joint Hirer/Authorised Driver

By entering into this Agreement You are responsible for the following charges and You agree to pay on demand-

- (a) All rental charges and fees as set out and specified on the Rental Agreement and in these Terms & Conditions of Hire;

(b) All charges claimed by the Company in respect of parking/toll road/traffic infringements during the period of hire or until such later time as the Vehicle is returned to the Company and a \$30 processing fee per infringement regardless of reason or fault. At our discretion we may decide to pay the fine or violation fee and then on-charge that same amount plus the processing fee to the credit card or account associated with the hire;

(c) All loss or damage to the Vehicle or The Company (including the loss of use of that Vehicle), legal expenses, assessment fees, towing and recovery, consequential third party damage, storage and company service charges where:-

- (i) Any term or condition of this Agreement has been breached or you fail to notify us in writing of any incident/accident/event or possible loss or damage to our vehicle or another vehicle no matter how minor.
- (ii) The Vehicle is involved in a single vehicle incident (unless at the commencement of the hire, the Company waives such loss and notes such on the Rental Agreement) the Single Vehicle Incident Liability amount shown on the Rental Agreement (which amount will apply in addition to the Top or Standard Liability Charge noted on The Rental Agreement). A Single Vehicle Incident is defined as any incident where the Vehicle suffers loss or damage as a result of an impact with any object whether animate or inanimate (except another vehicle which can be fully identified and details of which have been provided by You or on Your behalf to the Company) where no other motor vehicle is involved eg. rollover, collision with animal. Or/and, another vehicle is involved but at the time of the incident the hire vehicle was moving in reverse and the other vehicle was stationary or at the time of the incident the other vehicle was parked;
- (iii) You have left the Vehicle unlocked or left the keys in the Vehicle;
- (iv) You have failed to keep the key secure and under Your personal control, You handed the keys to an unauthorised person;
- (v) The underbody of the Vehicle is damaged regardless of cause except where there is a collision with another vehicle;
- (vi) The Vehicle is totally or partially immersed in water regardless of the cause;
- (vii) The interior of the Vehicle is damaged regardless of the cause except where there is a collision with another vehicle;
- (viii) The tyres of the Vehicle are damaged other than by normal wear and tear;
- (ix) The Vehicle or any third party property is damaged by driving the Vehicle under or into an object lower than the height of the Vehicle;
- (x) You have failed to maintain all fluid and fuel levels of the Vehicle or failed to immediately rectify or report to the Company any defect in the Vehicle of which You have become or ought to have become aware;
- (xi) The Vehicle is damaged by loading or unloading, normal wear and tear excepted;
- (xii) You have failed to secure properly any load/equipment including any trailer/towed item which leads to loss/damage caused by any part of the load, towed item or equipment;
- (xiii) You use the Vehicle as an articulated vehicle unless agreed to by the Company in writing;
- (xiv) The exterior of the motor vehicle is damaged regardless of cause (e.g. Hail storm or vandalism) except where there has been a collision with another vehicle.
- (xv) Damage or loss to tyres caused by use on construction sites, mines or unsealed roads;
- (xvi) All damage &/or loss caused to, or by, any part of a trucks Pantech box section (except where there has been a collision with another vehicle) particularly noting overhead damage caused by driving the vehicle under any item not taller than the Pantech.
- (xvii) Damage or loss to the tailgate lifter and associated equipment or any property during usage of those items;
- (xviii) Damage or loss the vehicle deliberately caused by You or by You using the vehicle in a dangerous or reckless manner;
- (xix) Damage or loss to the vehicle whilst being transported, trucked, ferried or towed without Our prior authority or whilst the vehicle is taken off the mainland or across any waterway whatsoever including Bass Strait to Tasmania;
- (xx) The cost of towing, retrieval or salvage of the vehicle in or from a remote or sparsely populated area and/or if used outside the Area of Use noted on the Rental Agreement.
- (xxi) Damage or loss is caused by the use of a trailer of any type or any towed item that was not supplied and attached to the vehicle by Us. Damage or loss caused by a trailer supplied by us but removed by You or at Your request by any person other than US then not reattached by Us. Or any/all Damage or Loss caused by Your reversing of any towed object. Any trailer or towed item not supplied and/or attached by Us will be totally Your responsibility. Any Loss and/or Damage caused to Our vehicle or any other property or vehicle by Your towed item is totally Your responsibility. Only a trailer supplied and attached by Us has the benefit of Our Cover. Any Loss and/or Damage caused by Our trailer attached to any other vehicle is totally Your financial responsibility. Any Loss and/or Damage caused by You or any person acting under Your instruction or knowledge who incorrectly attaches any towed item including Our supplied trailer to any vehicle or who tampers with, removes or modifies any equipment is totally Your own financial responsibility. Loss and/or Damage to any loa

carried in the trailer is not covered by Us. It is Your responsibility to ensure Your load remains dry in wet weather and to ensure the rear loading doors are secure at all times. On hires of more than 200 klms it is Your responsibility to check and ensure wheel bearings and tyres are safe and in good order. It is Your responsibility to secure the trailer and any goods inside it. If Our trailer is stolen whilst on Hire to You, You are totally financially responsible to replace it with a like trailer of equal value.

(xxii) Cleaning Fees Apply- Min \$50 to max being the cost of, plus a service fee for the removal from the vehicle and cleaning of: hair &/or odour or mess caused by an animal; or the cleaning up of, but not limited to, mud, dust, odour, mess or stains caused by vomit, alcohol, paint, urine/faeces, cigarette smoke, burns, mess, chocolate, ice cream, spilt drinks etc.

(xxiii) All costs associated with removal and/or repair/replacement of the vehicles CD player If You put a 'Burnt' CD into Our vehicles CD player and it becomes stuck or causes damage or gets stuck.

(xxiv) Any refueling cost. The Vehicle must be returned to us with a full tank of fuel. If the Vehicle is returned with less than a full tank of fuel You will be charged a refueling rate which will include a service component. The agreed refueling rate will be noted on the Rental Agreement. If the incorrect fuel is put into the vehicle You are responsible for all costs associated with any loss and/or damage.

(xxv) The Company will charge You interest at the rate of 18% per annum calculated on a daily basis on all outstanding accounts or charges payable in accordance with this Agreement, such interest to be computed from the end of the rental period You agree to pay us our costs of recovering or attempting to recover from You any outstanding charges, including any mercantile agents costs, and legal costs on a full indemnity basis. We shall be entitled to list Your payment default with the Credit Reference Association of Australia and/or any other relevant Credit Reference Organisations, which You acknowledge may affect Your credit rating; If You have paid for the hire by use of a Credit Card or a Credit Card Letter of Authority or if You have directed the Company to bill charges to some other person, corporation, firm or organisation who or which fails to make payment when called upon by the Company, You hereby irrevocably accept that You are liable and will immediately pay the full amount due to the Company on demand. You also irrevocably authorise the Company to charge all charges to the Credit Card provided on The Rental Agreement or on a Credit Card Letter of Authority. NOTE: The Hirer/Joint Hirer and/or Authorised Driver are jointly and severally liable for compliance with the terms and conditions of this Agreement and all/any Charges and financial obligations. Should the credit card associated with the hire become charged to its 'account limit' and we are unable to process any amount due on the Hire in one single transaction, You authorize Us to charge that same Credit Card in smaller installments of lesser and varied amounts, daily or weekly until Your account has been paid in full. You agree that Your Credit Card company is authorised to allow installments as outlined above, until Your account is paid in full.

#### **4. Damage and/or Loss Cover**

Provided that You and/or the Authorised Driver/s act within the terms and conditions of this Agreement, You and/or the Authorised Driver/s will receive the benefit of the Company's Loss and/or Damage Cover in respect of damage to the Vehicle and/or damage to any third party property other than damage to any property (including any motor vehicle) owned by You (including any friend, relative, associate or passenger) in Your physical or legal control. This cover is also subject to:

- (a) You paying the COLLISION DAMAGE/LOSS LIABILITY FEE(S) noted on the Rental Agreement;
- (b) You and/or the Authorised Driver not having breached any terms and conditions of this Agreement;
- (c) You and/or the Authorised Driver not being covered under any other policy of insurance;
- (d) You providing such information and assistance as may be requested by the Company or anyone acting on behalf of the Company.
- (e) You and/or the Authorised Driver shall report such incident to the Company in writing within 24 hours (or as soon as practical due to your injury or confinement)

-If cover is provided then the Company or anyone acting on behalf of the Company may bring, defend or settle any legal proceedings in its sole discretion and the Company shall have the sole conduct of any proceedings. Any such proceedings shall be brought or defended in Your name or the name of the Authorised Driver. Failure to pay any Liability Fee upon demand will void Your Cover in which case You agree to accept full financial responsibility for all/any Damage and/or Loss to all/any vehicles and property.

#### **5. PPSR Law**

5.1 The following terms have their respective meanings in the Personal Property Securities Act 2009 (Cth) ('PPSA') - financing statement, interested person, register, proceeds, security agreement and security interest.

5.2 You acknowledge that:

- (a) by renting the Vehicle from Newcastle Car & Truck Rental You may be granting a security interest in the Vehicle (and any proceeds) to Newcastle Car & Truck Rental, and that this Rental Agreement may constitute a security agreement;
- (b) any security interest arising under this Rental Agreement attaches to the Vehicle when You obtain possession of the Vehicle and not at any other time; and
- (c) Newcastle Car & Truck Rental may perfect its security interest by lodging a financing statement on the PPSA register.



5.3 Newcastle Car & Truck Rental does not need to give You any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and that requirement cannot be excluded.

5.4 You must do anything reasonably required by Newcastle Car & Truck Rental to register its security interest, with the priority it requires, and to maintain the registration.

## 6. General Provisions

- (a) If there is any incident involving loss or damage to the Vehicle or involving the Vehicle no matter how minor while rented under this Agreement, You and/or the Authorised Driver shall report such incident to the Company in writing within 24 hours (or as soon as practical due to your injury or confinement) as well as delivering to the Company immediately upon receipt by You and/or the Authorised Driver, every summons, complaint or paper in relation to such incident involving any loss or damage. Failure to report any/every incident/accident &/or event that involves our vehicle will void all Damage Covered offered in this agreement and any cover offered is only offered when all/any applicable Damage Liability Fee's are paid to us in full. You and/or the Authorised Driver must also report all incidents to the police or other proper authority;
- (b) You and/or the Authorised Driver irrevocably release and hold harmless the Company (and its agents and employees) from all claims for loss or damage to Your personal property, or that of any other person's property left in the vehicle, or which is received, handled or stored by the Company at any time before, during or after the rental period, whether due to the Company's negligence or otherwise;
- (c) You and/or the Authorised Driver acknowledge that the Company relies on the truth of Your/the Authorised Driver's representations in this Agreement;
- (d) You and/or the Authorised Driver will not refuse or fail to take any blood analysis or breath test requested by the police;
- (e) Except as provided by law, no driver or passengers in the Vehicle shall be or deemed to be the agent, servant or employee of the Company in any manner for any purpose whatsoever;
- (f) The Company gives no express warranty in relation to the motor vehicle or accessories. Certain conditions and warranties are implied by statute, whether Commonwealth or State, which cannot be excluded, restricted or modified, such as those under the Trade Practices Act 1974. Where the Company is permitted to limit its liability under those statutes for breach of an implied condition or warranty the Company limits its liability to replacement, repair or resupply of the Vehicle or accessories. All other warranties, conditions and other obligations which may be otherwise implied are expressly excluded in their entirety. The Company is not liable to You and/or the Authorised Driver for any indirect, special, incidental or consequential damages relating to this Agreement;
- (g) Baby/Booster Seats. To ensure the child restraint gives Your child the highest possible level of protection and because we are not accredited Safety Restraint Fitters we insist that You fit the child restraint prior to its use. We give no express or implied warranty as to the condition of the equipment, its merchantability or fitness for its particular purpose and You accept responsibility for its fitting to the vehicle or its use. You must fully inspect the restraint before its use and decide its fitness for your intended use and therefore accept full responsibility for the performance and fitting of the child restraint. If You decide the item is unfit You must refuse its use. If stolen from You or if You fail to return the seat(s) upon demand it will result in a \$200 replacement charge each.
- (h) Moving Trolley. You acknowledge and accept full responsibility for the trolley provided by Us and for its use and agree that You will return it with the vehicle in good order (allowing for normal wear and tear). You accept all responsibility and liability for any loss or damage that You or anyone may suffer caused by the trolley or by its use for any reason. We give no express or implied warranty as to the condition of the equipment, its merchantability or fitness for its particular purpose and insist that You conducted a full inspection before use and make Your own decision as to its ability to perform any task and therefore You accept responsibility if the trolley should fail or break during use. You acknowledge that the hire charges will continue daily until the trolley is returned. If stolen from You or if You fail to return the trolley upon demand it will result in a \$200 replacement charge each.
- (i) No right of the Company under this Agreement can be waived except by writing of an authorised officer of the Company;
- (j) Words used in this Agreement to denote any gender shall include all genders, singular words including the plural, and noted on The Rental Agreement;
- (k) Notwithstanding any other provision in this Agreement, a goods and services tax (GST) or any similar tax, stamp duty or any other tax, duty, surcharge, levy or fee ("charges") imposed by Local, State or Federal Government that is charged and collected by the Company is imposed anywhere in Australia and has application to any supply or use made under or in connection with this Agreement or in relation to the use or the likely use of any roads, facilities or other infrastructure by You and/or the Authorised Driver or in relation to the provision of rental or other services to You or the Authorised Driver.
- (l) The Company may in addition to the rate, price or any other amount or consideration quoted or expressed as payable elsewhere in this Agreement, recover from You and/or the Authorised Driver an additional amount on account of the charge. Any additional amount on account of the charge shall be calculated without any deduction or set-off of any other amount and is payable to the Company upon demand.
- (m) You and/or the Authorised Driver acknowledge that Your interest in the Vehicle is as a bailee of the Company only and that You agree not to part with possession, dispose of, encumber or assign any right or interest in the Vehicle and not create any lien on the Vehicle for repairs;



- (n) You and/or the Authorised Driver agree to indemnify the Company from and against any or all claims, demands, actions, liabilities, losses, costs and expenses (including, but not limited to legal costs on an indemnity basis) incurred by the Company as a consequence of the failure for whatever reason of the due and punctual performance of Your obligations under this Agreement;
- (o) You acknowledge that the Company has not in any way represented itself to You as an entity carrying on the business of insurance;
- (p) You and/or the Authorised Driver must not at any time admit liability for any claim, loss or demand and agree that if such admission is made by You and/or the Authorised Driver then that is a breach of this Agreement;
- (q) Final charges will be determined after a final inspection by the Company which will be made as soon as practicable after return to, or recovery by Us, of the vehicle.
- (r) No After Hours Returns. We do not allow any after hours, out of hours vehicle return to our Hunter Street Depot at any time. You can only return Your vehicle when we are open for business. You remain responsible for the vehicle which remains on hire to You along with all/any accessories supplied until both the vehicle and the keys are returned to Us during business hours. No vehicle is to be dropped or parked at or near Our depot out of business hours.
- (s) Load Carried & Water Damaged Goods. You are responsible for any load carried in any vehicle You hire from Us. You are responsible for securing any load or goods carried in any vehicle. Any loss and/or Damage caused to any vehicle or property by Your load in any way, is totally Your responsibility and is NOT covered by Us. You are responsible to ensure that any goods, load or property transported in a Pantech Box remains dry in wet weather. We attempt to keep our Pantechs sealed against water and we hose them regularly to check for leaks however the previous hirer could have damaged the pantech and not reported it to Us and so water can and does seep into joints, pop rivet holes, rear doors and floor joints. If it look like rain You must inspect the pantech and we insist that You, cover, wrap and seal Your load in wet weather. We give no express or implied warranty as to the condition of the Pantech, its ability to keep out water and You accept full responsibility for any loss and/or Damage caused by water in the pantech box.
- (t) Roadside Assistance: Our vehicles are all locally owned and serviced every 10,000 klms by A grade mechanics and meticulously checked by us before each hire however even the most 'loved and cared for' vehicle could fail, so should you be inconvenienced we apologise. Staff are not contactable after hours however all our vehicles are covered by NRMA Roadside Assistance, 24/7, Australia wide. Your vehicle is unlikely to fail because we take all possible care however if it does NRMA will try to repair the vehicle on the spot. If not possible a tow will be arranged to the nearest NRMA repairer. You will be transported with the vehicle if possible or alternate transport to the nearest facilities will be arranged if available at Your location but we can't guarantee either. If you travel out of the Newcastle area or into a regional or isolated area you accept that you will be beyond our reach and subject the available resources at Your location. A replacement vehicle is subject to availability and is not available if you have travelled out of Newcastle therefore you would have to wait for repairs to be completed or make other arrangements to complete your journey. We offer to hire you the vehicle having disclosed the conditions regarding breakdown/accident assistance and you hire the vehicle having accepted them. The cost of any consumables or services supplied to you such as fuel or locksmith services that are not related to vehicle failure are at your own expense i.e. if you run out of fuel, battery is flat due to lights left on, keys locked in the vehicle or lost, vehicle is bogged etc.

## 7. Privacy Policy

[Click here](#) to read our privacy policy.

## 8. Trailers

8.1. Hirer agrees to insure their own property and/or towing vehicle against loss or damage for any reason whatsoever prior attaching the trailer, loading or towing our trailer and agrees that no claim can be made against the Carljohn for any loss or Damage to your own property or vehicle.

8.2. The hirer shall use the trailer in a skilful and proper manner and shall not speed or overload it. Trailers must not be used to carry more than the Tare weight. It is suggested that weight should be 70% in the front half of cargo space. The hirer must not exceed 80km per hour. The hirer acknowledges that the Department of Motor Transport requires safety chains and proper lights. It is the hirer's responsibility to comply with all regulations including load capacity of the trailer and of the towing vehicle. In relation to the tandem trailers, the hirer acknowledges that to comply with

the Department of Motor Transport regulations the trailer must not gross more than .75 of a tonne without the brakes on the trailer being connected to the towing vehicle. The Hirer guarantees The Owner that they have the knowledge, skill and ability required to enable them to carry out the loading and towing of the trailer without incident or accident. The Hirer will not load or tow the trailer without the knowledge, skill and ability required to full fill this guarantee.

### 8.3. IMPORTANT TOWING VEHICLE LIMITATIONS

The Aggregate Trailer Mass (i.e. mass of trailer plus load) MUST NOT exceed the maximum towing capacity of the tow vehicle as specified by the vehicle manufacturer. The towing capacity of vehicles is usually provided in the vehicle operator's hand book. Also check towbar's manufacturers specification plate on towbar as the two may differ.



Trailers fitted with over-ride brakes may not be towed by a vehicle whose unladen weight is less than the total weight of the trailer and any equipment or load on the trailer.

A 50mm diameter tow-ball is a standard requirement for all hire trailers.

8.4. The Hirer agrees that it will not load, tow or otherwise travel with the trailer on any kind of unsealed roadway. An unsealed road is defined as a road that does not have a sealed bitumen surface. **UNDER NO CIRCUMSTANCES ARE THE TRAILERS TO BE TAKEN ONTO THE BEACH.**

8.5. Secure your load – The Hirer agrees to secure all property/goods or stock within the parameters of the trailer so as to ensure that the load will not under any circumstances fall from or leave the trailer during transit or otherwise. The Hirer will secure their load using suitable tie down materials. The Hirer agrees not to use the winch on the car carrier to secure the load.

8.6. The Hirer agrees that all fully enclosed trailers (Furniture Vans , Furniture Trailers) are not guaranteed to be waterproof or dust proof and that the hirer is responsible to take precautions to prevent water damage to any goods they enclose within the trailer.

8.7. Hirer agrees to have coupling attached to the tow vehicle at all times when loading, whilst loaded and during unloading. The jockey wheel is for raising and lowering the trailer and is not to be used to manoeuvre the trailer.

## 9. Cancellation Policy

Cancellations made with at least 48 hours' notice (or 72 hours for trucks/buses/specialty vehicles) will not attract a cancellation fee. We will hold your reserved vehicle for 2 hours after the booking time noted on the booking confirmation or until we close, whichever comes first. If you cancel your reservation without giving Us the required notice time, if you don't arrive within 2 hours of the booking time, if you don't show up at all or you arrive after we have closed you will forfeit any deposit paid as a cancellation fee or if no deposit was paid we will charge a sum equal to 20% of the booking value to the credit card you have supplied to us as a cancellation fee. Note - Bookings accepted for Lovedale Weekend will require full payment at the time of booking and a refund will only be given if the entire event is cancelled. If you cancel for any other reason no refund will be given. We have a no refund policy for early return of pre-paid rentals.

## 10. Road Tolls

We have **Automatic RMS E-Toll activated** on all our vehicles. You cannot opt out.

If you travel on any toll road in Australia all tolls will be automatically charged to your Rental Agreement account by NSW Roads and Maritime Services (formerly NSW RTA).



## ROADS AND MARITIME SERVICES TERMS AND CONDITIONS

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

### RMS E-TOLL FACILITY TERMS AND CONDITIONS

#### 1. Your E-Toll Facility

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

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



(a) You must pay the following amounts to RMS in connection with the use of Your E-Toll Facility:

- (i) all Tolls (it is Your responsibility to be aware of all Tolls payable in connection with the use of a toll road);
- (ii) the Service Fee for each calendar day on which the Vehicle incurs a Toll using Your E-Toll Facility (part of which is paid by RMS to Rental Co);
- (iii) a Processing Fee in the circumstances described in clause 5(b);
- (iv) a Dishonour Fee in the circumstances described in clause 3(c); and
- (v) any other costs reasonably incurred by RMS in enforcing its rights under these RMS Terms and Conditions, including any fees or charges imposed by a third party on RMS where You have refused or failed to pay any amount under these RMS Terms and Conditions.

(b) You acknowledge that if You fail to pay any Tolls or Fees as required by these RMS Terms and Conditions, RMS may refer that failure to a Credit Reporting Agency.

### 3. Payment methods and authority

#### *Payment by Nominated Card*

(a) If You are using a Nominated Card to pay for the rental of the Vehicle, or have otherwise provided a Nominated Card for the payment of Tolls and Fees, You:

- (i) promise to RMS that You are authorised to use the Nominated Card to meet Your payment obligations under these RMS Terms and Conditions; and
- (ii) authorise RMS to debit amounts from, or credit funds to, the Nominated Card in respect of Tolls and Fees and other amounts payable to, or from, RMS under these RMS Terms and Conditions.

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

(c) If:

- (i) there are insufficient funds available in the Nominated Card to meet Your payment obligations under these RMS Terms and Conditions; or
- (ii) a transaction on the Nominated Card is declined for any reason, save for:

- (A) the negligence of, or wilful misconduct by, RMS or any of its officers, employees or agents; or
- (B) an RMS systems error,

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

(d) You must ensure that You immediately provide RMS with details for an alternative Nominated Card, which can be used to meet Your obligations under these RMS Terms and Conditions, and an authority for RMS to debit the alternative Nominated Card, if:

- (i) the existing Nominated Card is cancelled, suspended or is otherwise not useable; or
- (ii) the existing Nominated Card Holder cancels Your authorisation to use the existing Nominated Card.

#### *Payment by RMS Trading Account Holder*

(e) If You are using a Rental Co Trading Account to pay for the rental of the Vehicle, or have otherwise nominated a Rental Co Trading Account for the payment of Tolls and Fees:

- (i) You promise to RMS that You are authorised to incur Tolls and Fees and to have those Tolls and Fees debited to the RMS Trading Account; and
- (ii) RMS will issue Your RMS Trading Account Holder with a monthly invoice recording all Tolls and Fees incurred or, where applicable, notified to RMS by a toll road operator.

(f) You must immediately provide RMS with updated or alternate payment method details if the RMS Trading Account is cancelled or altered or if You are no longer authorised to incur Tolls and Fees on that RMS Trading Account.

### 4. Errors in charging Tolls and Fees

(a) If RMS incorrectly credits You with, or pays to You, an amount in connection with Your E-Toll Facility RMS may recover that amount from You provided that RMS has given You 10 days prior written notice of its intention to do so.

(b) RMS will pay, within a reasonable time, any refund due to You in connection with Your E-Toll Facility by such method as RMS may reasonably choose.

### 5. E-Toll Facility Transaction Summary



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

## 6. Lost, stolen or malfunctioning Tags

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

## 7. GST

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

## 8. General

- (a) New South Wales laws govern these RMS Terms and Conditions.
- (b) Unless agreed otherwise, if You, an Authorised Driver or Authorised Representative need to notify RMS of any matters or make a request in relation to Your E-Toll Facility, it must be made in writing by mail, email or facsimile. All notice details are contained on [www.myetoll.com.au](http://www.myetoll.com.au) or You may call 131 865. Notification is effective only upon RMS' receipt of written confirmation.

## 9. Definitions

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

- "Authorised Driver"** means each authorised driver or representative specified in Your Rental Agreement.
- "Authorised Representative"** means an individual who is 18 years or older and who is authorised by You to use and access Your E-Toll Facility.
- "Credit Reporting Agency"** means a corporation that carries on a credit reporting business.
- "Dishonour Fee"** means a fee of \$1.15.
- "Electronic Tolling Lane"** means a Tolling Lane which is designated as permitting the payment of Tolls by electronic means.
- "E-Toll Facility"** means the facility described in clause 1(a).
- "E-Toll System"** means the entire system relating to electronic tolling operated by RMS, any operator of a toll road or any Tag Issuer or Pass Issuer.
- "Fees"** means each of the fees and costs (and any taxes applicable to them) described in clauses 2(a)(ii) - 2(a)(v) inclusive of these RMS Terms and Conditions.
- "GST"** has the same meaning as in A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- "Nominated Card"** means a valid credit card or MasterCard or Visa branded debit card nominated by You as the source of payment for all Tolls and Fees.
- "Nominated Card Holder"** means a person other than You who holds a Nominated Card.
- "Pass Issuer"** means a toll road operator that uses the E-Toll System and issues, or an entity that does not operate a toll road but issues, passes or other electronic or video tolling products for the purpose of the E-Toll System.
- "Processing Fee"** means in relation to a Transaction Summary delivered: (a) by mail, a fee of \$5.00; or (b) by email, a fee of \$2.20.
- "Rental Agreement"** means the agreement entered into between You and Rental Co comprising the documents titled "Rental Agreement", "Rental Contract Terms & Conditions and information" and "Vehicle Damage Report".
- "Rental Co"** means Carljohn Pty Limited ABN 73 134 351 974.
- "RMS Terms and Conditions"** means these Roads and Maritime Services Terms and Conditions which comprise the "RMS E-Toll Facility Terms and Conditions" and the "RMS Privacy Consent and Agreement".
- "RMS Trading Account Holder"** means the person with whom the RMS Trading Account has been established.
- "Service Fee"** means a fee of \$3.30.
- "Tag"** means the RMS device installed in the Vehicle to enable the payment of Tolls by electronic means.
- "Tag Issuer"** means a toll road operator who uses the E-Toll System and issues tags, or an entity that does not operate a toll road but issues tags for the purpose of the E-Toll System.
- "Toll"** means all toll charges or other fees and charges imposed by the operator of a toll road for, or taxes payable in respect of, each Trip taken by the Vehicle during the period in which You have hired the Vehicle.
- "Tolling Lane"** means a lane on a toll road at a toll collection point.



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

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

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

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

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

## 10. Interpretation

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

## RMS PRIVACY CONSENT AND AGREEMENT

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

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

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

### **Consents given by You**

1. In exchange for RMS providing the E-Toll Facility, You consent to and authorise:

- (e) collection of E-Toll Information by any Authorised Information Recipient from any person (including from Rental Co and from video and/or camera surveillance of toll roads conducted by RMS or third parties for traffic management or toll violation enforcement purposes);
- (f) use and disclosure of E-Toll Information by and to Authorised Information Recipients for the Permitted Purposes;
- (g) disclosure of E-Toll Information in online accounts accessible to any person with access to Your Agreement Number and surname; and
- (h) disclosure of E-Toll Information to persons outside Australia for the Permitted Purposes on the basis that RMS is not required to ensure that any overseas recipient complies with the Privacy Laws.

### **Promises made by You**

2. You promise that:

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

## Definitions

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

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

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

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

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

- (a) You; or
- (b) any Individual,



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

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

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

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

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

**"Personal Information"** means information or an opinion (including information or an opinion forming part of a database and whether or not recorded in a material form) about an individual whose identity is apparent or can reasonably be ascertained or is reasonably identifiable from the information or opinion and any other information subject to the Privacy Laws.

**"Privacy Laws"** means the privacy laws which apply to RMS from time to time, including the Privacy and Personal Information Protection Act 1998 (NSW) for so long as it applies to RMS and any other current or future legislation, mandatory codes and policies relating to the handling of Personal Information which apply to RMS. Other capitalised terms in this RMS Privacy Consent and Agreement have the meaning given in the RMS E-Toll Facility Terms and Conditions. Clause 10 of the RMS E-Toll Facility Terms and Conditions applies to the interpretation of this RMS Privacy Consent and Agreement.