

TERMS AND CONDITIONS OF HIRE

1. **This is an Agreement** between the Hirer ("You") and the Company ("Us" "We" or "The Company"), identified on the Rental Agreement, to rent the motor vehicle ("The Vehicle, trailer, 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 We must agree to such an extension. If an extension is not granted 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 and when full payment is made in full in advance for the extended period. Un-authorized/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.
2. **Payment Details – Unless you operate an established and Approved 'Trading Account' with us you must pay by credit card. 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. 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. 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. You also irrevocably authorise the Company to charge all fees and charges relating to the Hire to the Credit Card provided on The Rental Agreement or on the 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 authorise Us to charge that same Credit Card in smaller instalments of lesser and varied amounts at our discretion, daily or weekly until Your account has been paid in full. You agree that Your Credit Card company is authorised to allow such instalments as outlined above on Your behalf, until Your account is paid in full. If You have directed the Company to bill all/any charges to some other person, corporation, firm or organisation who or which fails to make demanded payment(s) when called upon by the Company, You hereby irrevocably accept that You are personally liable and will immediately pay the full amount due to the Company on demand. Trading Account terms are net 30 days from invoice date.
3. **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 are 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 an illegal 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 years of age;
 - (i) A person who holds a Provisional Driving Licence (unless authorised in writing by US on the RA).
4. **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 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).

5. 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 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 & Any loss suffered by The Company (Us) including but not limited to all & any legal expenses, skip trace costs, mercantile agents costs &/or commission(s), all & any damage to our vehicle or TP property, loss of use of the vehicle, assessment fees, towing and recovery, consequential third party damage costs, storage and/or company service charges incurred in recovery or attempted recovery of all & any outstanding amounts, fees and charges payable in accordance with this Agreement. To satisfy clause 5.(c) You also irrevocably authorise the Company to charge all above charges to the Credit Card provided on The Rental Agreement or the Credit Card Letter of Authority. NOTE: The Hirer/Joint Hirer(s) and/or Authorised Driver(s) 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 'credit limit' and we are unable to process any amount due on the Hire in one single transaction, You authorise Us to charge that same Credit Card in smaller instalments of lesser and varied amounts at our discretion, daily or weekly until Your account has been paid in full. You agree that Your Credit Card company is authorised to allow such instalments as outlined above on Your behalf until Your account is paid in full. For debts requiring the services of a Mutual Agent or Debt Collection Agency they 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. 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 particularly noting overhead damage to the vehicle or property;
- (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 or to any other property or item (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 Box; i.e tree, bridge etc.
- (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 Straight 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 load 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) Any refueling cost. The Vehicle must be returned to us with a full tank of fuel. If the incorrect fuel is put into the vehicle by any person other than by Us, You are responsible for all costs associated with any loss and/or damage. 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.

6. Damage and/or Loss Cover

Provided that You /Joint Hirer(s) and/or Authorised Driver(s) act within the terms and conditions of this Agreement, You /Joint Hirer(s) and/or 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 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 and noted here www.newcastlerental.com/damage, upon demand;
- (b) You /Joint Hirer(s) and/or Authorised Driver(s) not having breached any terms and conditions of this Agreement;
- (c) You /Joint Hirer(s) and/or Authorised Driver(s) not being covered under any other policy of insurance;
- (d) You /Joint Hirer(s) and/or Authorised Driver(s) providing such information and assistance as may be requested by the Company or anyone acting on behalf of the Company.
- (e) You /Joint Hirer(s) and/or Authorised Driver(s) 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 Joint Hirer(s) and/or Authorised Driver(s). 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.

7. 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.

8. 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 conduct 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 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 looks 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 15,000 klms or as per manufacturers schedule 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 the Newcastle area 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.

9. Privacy Policy

[Click here](#) to read our privacy policy. Note that all of our hire vehicles are fitted with a GPS location tracker. The tracker can not hear or see you, it is a location tracker only and you agree to having the vehicle tracked whilst on hire to yourself.

10. Trailers

- (a) 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.

- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.

11. 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.

12. Road Tolls

We have Automatic NCTR/Transurban 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 Transurban

NCTR / Transurban E-TOLL FACILITY TERMS AND CONDITIONS

- 12-1. Your E-Toll Facility is provided to you by NCTR/Transurban/RCM to You to enable You to pay Tolls and Fees relating to the E-Toll System in accordance with these Terms and Conditions.
 - 12-2. Payments, fees and charges in connection with Your E-Toll Facility
 - (a) You must pay the following amounts to NCTR/Transurban/RCM 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 of \$2.00 (GST Inclusive) for all, each and every toll incurred.
 - 12-3. 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 on the Rental Agreement, You:
 - (i) promise to NCTR/Transurban/RCM that You are authorised to use the Nominated Card to meet Your payment obligations under these NCTR/Transurban/RCM Terms and Conditions; and
 - (ii) authorise NCTR/Transurban/RCM to debit amounts from, or credit funds to, the Nominated Card.
 - (b) NCTR/Transurban/RCM 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 NCTR/Transurban/RCM by a toll road operator.
- Payment by RMS Trading Account Holder**
- (c) If You are using an approved NCTR Trading Account to pay for the rental of the Vehicle:
 - (i) You promise to NCTR/Transurban/RCM that You are authorised to incur Tolls and Fees and to have those Tolls and Fees debited to the NCTR/Transurban/RCM Trading Account; and (ii) NCTR/Transurban/RCM will issue the Trading Account Holder with a Tax invoice recording all Tolls and Fees incurred.
 - (d) You must immediately provide NCTR with updated or alternate payment method details if the NCTR

Trading Account is cancelled or altered or if You are no longer authorised to incur Tolls and Fees on that NCTR Trading Account.

12-4 NCTR/Transurban/RCM PRIVACY CONSENT AND AGREEMENT

NCTR/Transurban/RCM 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 NCTR/Transurban/RCM 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 NCTR/Transurban/RCM and others to collect, use and disclose it for Permitted Purposes. You are not required by law to provide E-Toll Information to NCTR/Transurban/RCM, but if You do not, NCTR/Transurban/RCM will not be able to provide the E-Toll Facility to You.

Consents given by You:

1. In exchange for NCTR/Transurban/RCM providing the E-Toll Facility, You consent to and authorise:
(a) collection of E-Toll Information by any Authorised Information Recipient from any person (including from NCTR and from video and/or camera surveillance of toll roads conducted by RMS or third parties for traffic management or toll violation enforcement purposes);
(b) use and disclosure of E-Toll Information by and to Authorised Information Recipients for the Permitted Purposes;
(c) disclosure of E-Toll Information in online accounts accessible to any person with access to Your Agreement Number and surname; and Promises made by You

2. You promise that:

(a) prior to disclosing any information to NCTR/Transurban/RCM about an Individual, You have obtained their consent and agreement; and
(b) all information You provide to NCTR/Transurban/RCM about You or any Individual is or will be accurate, complete and up-to-date, and will not be false or misleading.

13. Fines, infringements and related Charges

You are responsible for all driving &/or parking fines, private parking charges and other similar charges incurred in relation to the vehicle during the rental period. We will work with authorities for them to pass on notices of fines, tolls and parking charges to you, and we will also charge you a \$30 Administration Processing Fee for each Infringement Notice we receive. The administration processing fee will be charged to the Credit Card you provided to us or to your Trading Account -

The Terms and Conditions can be updated at any time without notice, the most current version is always the online version.

Printed versions may be outdated.

Newcastle Car & Truck Rental April 2021