



Terms and Conditions of Rental

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europcar.com.au

Europcar Terms & Conditions

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Your Rental Contract

1.1 The Rental Contract

- (a) This Contract (**Rental Contract**) You have entered into with Europcar comprises:
- (i) the rental document for the hire of the Vehicle (**Rental Agreement**);
 - (ii) the confirmation email where You have pre-booked Your rental online or through Our call centre;
 - (iii) the Europcar Privacy Policy; and
 - (iv) these terms and conditions of rental (**Terms and Conditions**).
- (b) When We refer to the Rental Contract, We mean all of these documents read as if they are the one document and together they create binding and enforceable legal obligations. Please read the Rental Contract carefully. If there is anything that You or an Authorised Driver do not understand please ask at the Rental Station before signing the Rental Contract, as Your signature is Your acknowledgement that You have read and understood the Rental Contract in its entirety and that You agree to be bound by it.

1.2 Electronic signatures

We use electronic signatures as a means of entry into the Rental Contract. When You insert an electronic signature, You consent to the use of this means of acknowledgment and acceptance of these Terms and Conditions and Your obligations under the Rental Contract.

1.3 Identity, credit and other checks

We may conduct reasonable identity, security, licence and credit checks before renting a Vehicle to You and if You fail to meet any of those requirements, We may refuse to rent a Vehicle to You,

2 Rental Period

2.1 Your rental

Your rental of the Vehicle from Us is for the Rental Period and at the Rental Charges shown in the Rental Agreement.

2.2 Return of the Vehicle

The Vehicle **must** be returned to the Rental Station on the date and by the time shown in the Rental Agreement. If You return the Vehicle:

- (a) earlier than the date and time shown in the Rental Agreement We will not refund any unused daily Rental Charges to You unless You provide a reasonable explanation in which case, We may allow a refund to be made but the daily rate will be adjusted for the actual days used; or
- (b) to a Rental Station other than that shown in the Rental Agreement a one-way fee may apply.

2.3 Extending the Rental Period

- (a) We understand that circumstances change and that You may require the Vehicle for longer than the Rental Period. If so, You **must** notify Us at least two (2) hours prior to the expiration of the Rental Period.
- (b) If You fail to notify Us at least two (2) hours before the expiration of the Rental Period that You require an extension, We may:
 - (i) terminate the Rental Contract; and

- (ii) if the location of the Vehicle is known, recover it by lawful means or if it is unknown, after making reasonable attempts to contact You, report the Vehicle as stolen to the Police and additional fees may apply.
- (c) If We have agreed to an extension of the Rental Period and Your extended Rental Period is longer than 30 days, in addition to Your obligations under clauses 2.4(a) and 2.4(b) You **must** take the Vehicle to Your nearest Europcar Rental Station on day 29 and every 30 days thereafter to pay Your additional Rental Charges for the extended Rental Period unless You have Our prior written agreement varying these conditions.

2.4 Longer term rentals (30 days more)

- (a) If the Rental Period is longer than 30 days **unless** You have Our prior written agreement You **must** take the Vehicle to Your nearest Europcar Rental Station on day 29 and every 30 days thereafter to allow the Vehicle's condition to be inspected and, unless You have a Europcar charge account, to pay Your additional Rental Charges.
- (b) If We have exempted You from returning the Vehicle to the nearest Europcar Rental Station for inspection, You **must** contact the Rental Station or Our Call Centre on **1300 13 13 90** on day 29 and every 30 days thereafter to supply the Vehicle's current odometer reading and provide details of the Vehicle's condition, including the provision of photos of the Vehicle's condition and of any Damage;
- (c) If You fail to return the Vehicle for inspection as required by clause 2.4(a) or fail to supply the current odometer reading and provide details of the Vehicle's condition as required by clause 2.4(b), Damage Cover is excluded and upon reasonable notice We may repossess the Vehicle.
- (d) We reserve the right to adjust the Rental Charges payable at each 30-day renewal, or extension of a Rental Period that is longer than 30 days, to take into account the standard rates payable in the next 30 day Rental Period.

2.5 Cancellation and 'No Show'

- (a) Wherever possible You should use the same communication channel to cancel Your reservation that You used when booking the Vehicle. Alternatively, You can contact Our Call Centre on **1300 13 13 90** to cancel Your reservation.
- (b) If You:
 - (i) cancel Your reservation, a cancellation charge will apply; or
 - (ii) fail to cancel Your reservation and fail to pick up the Vehicle, a 'No Show' charge will apply.
- (c) If You have prepaid Your rental We will refund the prepaid amount less the cancellation or 'No Show' charge.
- (d) In applying these cancellation and 'No Show' charges You agree that they reflect the fact that We held the Vehicle for You without any rental transaction taking place.
- (e) If You have not prepaid Your rental and have lodged Your Europcar Account details with Us We will guarantee Your Vehicle until the close of business on the day Your rental is due to start. However, notwithstanding that You may have used this facility to guarantee Your reservation, the cancellation and 'No Show' charges in clause 2.5(b) will still apply.
- (f) If We cancel Your reservation You will be fully reimbursed any sums You have paid to Us for the booking.

3 Costs, charges and payment

3.1 Payment at the Start of Rental

- (a) At the Start of Rental You **must** provide Your acceptable credit card or Debit Card and as security We may pre-authorise Your total estimated Rental Charges plus a deposit, less any prepaid amounts unless:
 - (i) You have a Europcar charge account in which case the estimated Rental Charges will be debited to Your Europcar charge account according to the terms of payment of that account;
 - (ii) You have prepaid Your Rental Charges, in which case the prepaid amount will be applied against Your estimated Rental Charges; or
 - (iii) the Rental Charges are covered by an acceptable and valid rental voucher.
- (b) A preauthorisation has the effect of reserving the funds on Your credit or debit card and although We do not physically withdraw the funds at this stage, the funds available on Your card will be reduced by the pre-authorized amount. Therefore, You should ensure that other payments You may need to make from Your card will not be compromised as a result.

3.2 **Payment during Your Rental**

Fees and charges You may incur during the Rental Period include:

- (a) toll fees (clause 3.6 - Linkt Rental Product);
- (b) extra kilometres, if You exceed the free kilometres applicable to Your Rental Period and Vehicle model;
- (c) other Rental Charges, including extra fuel, Damage, fines, infringements and roadside assistance charges; and
- (d) amounts payable pursuant to the terms of payment of Your Europcar charge account or on day 30 where the Rental Period exceeds 30 days.

3.3 **Payment at the end of the Rental Period**

- (a) At the end of the Rental Period You **must** pay outstanding amounts, including:
 - (i) the Rental Charges;
 - (ii) all reasonable costs to return the Vehicle to the same condition it was in at the Start of Rental, subject to Fair Wear and Tear, including but not limited to extra cleaning plus an administrative fee if the Vehicle is returned in an excessively dirty condition; and
 - (iii) any amounts payable under clauses:
 - (A) 3.6 (Linkt Rental Product for tolling);
 - (B) 3.7 (fines and infringements);
 - (C) 4.1 (Damage Excess); and
 - (D) 5.1, or 5.2 (Serious Breach, Exclusions to Damage Cover).
- (b) Invoices and payment receipts will be sent to You electronically to the email address nominated on Your booking application.
- (c) If You extend the Rental Period from that shown in the Rental Agreement:
 - (i) You **must** pay the Rental Charges and for any Damage Cover Products for the extended Rental Period; and
 - (ii) Your entitlement to free rental kilometres may change and You will be charged for extra kilometres if You exceed the free kilometres applicable to Your Rental Period and Vehicle model.

3.4 **Acceptable Debit Cards or credit cards required**

- (a) Payment by Debit Card of amounts due under the Rental Contract is not acceptable on all Vehicles or at all Rental Stations and may require an acceptable form of current identification in addition to presentation of Your current driver's licence.
- (b) Before entering into the Rental Contract You can check with the Our Call Centre on **1300 13 13 90** or website to ensure the credit card or Debit Card You propose is acceptable to Us.
- (c) When collecting and returning the Vehicle the primary cardholder **must** be present, unless You have Our prior consent.

3.5 **Fuel charges**

- (a) The Vehicle is supplied with a full tank of fuel. If You do not take the "prepaid fuel" option and return the Vehicle without a full tank of fuel a refuelling charge will apply. You must also pay for any fuel used for the delivery and collection service.
- (b) We may also take steps to assist third parties in recovery of unpaid fuel charges where the Vehicle has left the fuel station without paying for the cost of the fuel.

3.6 **Payment of tolls (Linkt)**

- (a) Tollaust Pty Limited (ACN 050 538 693), trading as Linkt (**Linkt**) provides the Linkt Rental Product to You for the payment of tolls and fees incurred by You when driving the Vehicle on a toll road and You **must** pay Linkt in connection with Your use of the Linkt Rental Product:
 - (i) all tolls incurred in connection with Your use of a toll road;
 - (ii) a Service Fee of \$3.30 including GST for each calendar day on which a toll is incurred using the Linkt Rental Product (of which a referral fee of \$0.99 including GST is remitted to Us by Linkt); and
 - (iii) any other amount that is payable pursuant to the Linkt Terms and Conditions.
- (b) You acknowledge and agree that the amounts payable under the Linkt Terms and Conditions (including the Service Fee) are subject to change from time to time.

3.7 **Fines and infringements**

- (a) You are liable for and **must** pay:
 - (i) speeding and traffic fines, infringements and penalties arising from the use of the Vehicle;
 - (ii) fines, infringements and penalties arising from parking, clamping, towing, or release of the Vehicle from compounds; and
 - (iii) all court fees or costs arising from sub-clauses 3.7(a)(i) or 3.7(a)(ii).
- (b) We may supply Your details to any regulatory or enforcement authority upon its request and an administrative fee applies if We do.
- (c) If We have paid any amount for which You are liable pursuant to clause 3.6 or this clause 3.7 You will also be charged that amount together with an administrative fee.

3.8 **Amounts payable are subject to subsequent verification**

All amounts payable under the Rental Contract are subject to subsequent verification and adjustment and details of any adjustments will be provided to You as soon as practicable.

3.9 **Authority to charge Your Europcar Account**

- (a) If a refund is due to You it will be credited to Your Europcar Account.
- (b) If any amount is due to Us You authorise Us to charge Your Europcar Account with that amount, including an amount up to the Damage Excess and any amounts

payable under clauses 3.3 to 3.7 (inclusive) or 5.1 to 5.2. These charges may be made at any time during or after the end of the Rental Period.

3.10 **Currency conversion**

If currency conversion is required for payment of amounts due to Us under the Rental Contract, We will apply the commercial exchange rate valid at the time We credit or debit Your Europcar Account.

3.11 **Overdue amounts**

If You fail to pay Us any amount due under the Rental Contract You **must** also:

- (a) pay Us interest on that overdue amount calculated at the rate of 10% per annum and starting seven (7) days after the date that overdue amount became payable to Us and ending on the date of payment of all amounts due; and
- (b) pay the reasonable costs and charges We incur in recovering or attempting to recover that overdue amount, including mercantile or debt collection fees, commission and any legal costs.

4 Damage Cover and payment of the Damage Excess

4.1 **Payment of the Damage Excess**

- (a) If there is Damage, theft of the Vehicle or Third Party Loss for each separate claim You **must** pay up to the Damage Excess shown in the Rental Agreement even if You have travel or rental vehicle excess insurance, **unless** Your Rental Contract is for Customer Own Insurance.
- (b) Subject to the Damage Cover exclusions in clause 5, Your Damage Excess liability is reduced if You purchase a Damage Cover Product.

4.2 **Exemption from paying the Damage Excess**

You will not have to pay the Damage Excess shown in the Rental Agreement for a claim for Damage or Third Party Loss if:

- (a) You have fully completed Our Incident Report Form with:
 - (i) the name, residential address, contact phone and licence number of any person involved (**Third Party**);
 - (ii) the registration numbers of all vehicles involved;
 - (iii) an accurate written and diagrammatic description of the Accident and location; and
 - (iv) the names of attending police officers and the stations at which they are based;
- (b) You have supplied or We have established the name of the insurer of any Third Party You believe was at fault and We reasonably believe that the insurer will agree to pay Us for the Damage;
- (c) acting reasonably, We agree that You were not at fault for an Accident involving a Third Party;
- (d) You are ordinarily an Australian resident; and
- (e) You hold an Australian driver's licence.

4.3 **When is the Damage Excess payable?**

If the Damage Excess is payable under clause 4.1 and:

- (a) the Vehicle is damaged in an Accident in which no other vehicle is involved:
 - (i) acting reasonably, We will make an estimate of the Damage;
 - (ii) We will forward a copy of that estimate and any supporting documents to You as soon as practicable; and

- (iii) no sooner than five (5) business days after forwarding the estimate and any supporting documents We will debit Your Europcar Account for the lesser of the Damage estimate or the Damage Excess shown in Your Rental Agreement, unless You have authorised Us to debit Your Europcar Account for the Damage Excess at an earlier time;
- (b) the Vehicle is stolen and We reasonably believe the Vehicle will not be recovered We will debit Your Europcar Account for the Damage Excess shown in Your Rental Agreement; or
- (c) the Vehicle is damaged in an Accident in which there is also Third Party Loss:
 - (i) unless clause 4.2 applies, We will debit Your Europcar Account the estimated amount of Your total liability for the Accident up to but not exceeding the Damage Excess shown in Your Rental Agreement; and
 - (ii) We will forward a copy of the Damage estimate and any supporting documents and particulars of any claim for Third Party Loss to You as soon as practicable.

4.4 **Damage Excess refund entitlement**

- (a) We will refund the Damage Excess paid pursuant to clause 4.1 as soon as practicable:
 - (i) in full, if We recover the Damage from a responsible third party or their insurer or successfully reject or defend a claim for Third Party Loss;
 - (ii) in part, if the repair cost is less than the amount debited from Your Europcar Account pursuant to clause 4.3(a)(iii);
 - (iii) in part, if a claim for Third Party Loss is rejected or defended for an amount less than the Damage Excess paid pursuant to clause 4.3(c); or
 - (iv) on a pro rata basis if We recover only a proportion of any amount We have claimed against a Third Party for Damage.
- (b) In making a refund We may take into account all reasonable administrative, collection agency and legal costs incurred in connection with the recovery of the Damage cost or rejection or defence of a claim for Third Party Loss.

5 **Exclusions to Damage Cover**

5.1 **Serious Breach**

You have **no** Damage Cover if there is a Serious Breach of the Rental Contract even if a Damage Cover Product has been purchased and the Damage Excess has been paid.

5.2 **Damage Cover exclusions**

- (a) Even if You purchase a Damage Cover Product and You pay the Damage Excess You have no Damage Cover for:
 - (i) Damage or Third Party Loss caused by the use of the Vehicle in any area prohibited by the Rental Contract;
 - (ii) Overhead Damage;
 - (iii) Underbody Damage;
 - (iv) Damage, or Third Party Loss caused deliberately or recklessly by:
 - (A) You;
 - (B) a person who is not an Authorised Driver but is using the Vehicle with Your actual or implied consent; or

- (C) any passenger of the Vehicle;
 - (v) Damage caused by total or partial inundation or immersion of the Vehicle in water or exposure of the Vehicle to salt water, including that which occurs whilst the Vehicle is being transported;
 - (vi) Damage caused by use of the incorrect fuel type;
 - (vii) Damage that is caused to a Vehicle with a convertible roof by overfilling the luggage compartment above the recommended level, and then activating the convertible roof mechanism;
 - (viii) Damage or Third Party Loss caused or contributed to by You where You leave the scene of the Accident prior to the attendance of the police or reporting the Accident to the police;
 - (ix) any loss, damage or deterioration of any goods or property carried in a Commercial Vehicle and You agree to fully indemnify Us for any loss, damage or deterioration of those goods or property unless it arises as a result of Our negligence;
 - (x) the full cost of replacing or repairing any accessories supplied by Us including, but not limited to child restraints, GPS units, lost keys, keyless start and remote-control devices, tool kits, spare tyres and first aid kits;
 - (xi) Damage caused by failing to:
 - (A) return the Vehicle for periodic inspection as required by clause 2.4(a);
 - (B) supply the odometer reading as required by clause 2.4(b); or
 - (C) return the Vehicle for servicing as required by clause 7.7(a);
 - (xii) Damage caused by:
 - (A) use of the incorrect cables to charge an electric Vehicle;
 - (B) jump starting or attempting to jump start an electric Vehicle; or
 - (C) using an electric Vehicle to jump start another vehicle;
 - (xiii) personal property owned by You or any passenger that is stolen from the Vehicle, lost or damaged during the Rental Period or left in the Vehicle after the Vehicle is returned to the Rental Station and could not be found when We inspected the Vehicle;
 - (xiv) loss or damage to Your property, the property of a member of Your immediate family or of an entity related to You, that arises from the use of the Vehicle; or
 - (xv) Damage, theft of the Vehicle or Third Party Loss if Your Rental Contract is for Customer Own Insurance.
- (b) Your entitlement to Damage Cover will be reduced to the extent We are prejudiced as a result of any delay in You complying with Your obligations under clause 12 of these Terms and Conditions.

6 Customer Own Insurance

6.1 Insurance cover

- (a) If You have a Commercial Agreement with Us that provides for Customer Own Insurance You **must** have and maintain a policy of comprehensive insurance (**Policy**) that provides cover for all Europcar Vehicles the subject of a Rental Agreement pursuant to that Commercial Agreement.
- (b) The Policy **must** provide:

- (i) cover for You and any Authorised Driver for Damage to the Vehicle and the Vehicle's market value if it is stolen and not recovered or written off as a result of an Accident; and
- (ii) indemnity to You and any Authorised Driver for any claim for Third party Loss arising from an Accident that occurs during the term of the Agreement.

6.2 Policy obligations

You must

- (a) supply Us with a copy of the Policy and a certificate of currency that shows Europcar as an interested party; and
- (b) ensure that during the currency of the Policy:
 - (i) the premium is paid;
 - (ii) You and any Authorised Driver comply with the terms and conditions of the Policy, including payment of any excess payable under the Policy; and
 - (iii) You notify Us immediately if the Policy lapses or is cancelled or any claim is rejected.

6.3 Indemnity

You acknowledge that during the term of the Agreement:

- (a) all Damage and Third Party Loss arising from the use of the Vehicle or from its theft during the Rental Period are Your responsibility and **must** be paid in full by You or Your insurer; and
- (b) You fully indemnify Us for:
 - (i) Damage and Third Party Loss arising from the use of the Vehicle or from its theft during the Rental Period; and
 - (ii) any demand, claim, including a claim for legal costs, action or proceeding made, commenced or issued by or against You or against Us arising therefrom.

7 Your responsibilities

7.1 Authorised Drivers

- (a) The Vehicle must only be driven by You. We may also approve additional Authorised Drivers and an extra charge may apply for each driver.
- (b) You are responsible for ensuring that all Authorised Drivers comply with the Rental Contract, including these Terms and Conditions.

7.2 Age and licence requirements

You must:

- (a) be no less than 21 years of age and a young driver surcharge applies for specific vehicles and drivers under the age of 25; and
- (b) hold a full, current and unrestricted driving licence for the Rental Period unless You have Our consent:
 - (i) that is valid and appropriate for the class of Vehicle You propose to hire and has not been revoked, suspended or disqualified in the state or country of issue;
 - (ii) that shows Your current residential address; and
 - (iii) that is written in English or if not in English is accompanied by either:

- (A) a valid International Driving Permit issued in the country of issue of Your licence; or
- (B) an accurate translation in English of Your current licence issued by the National Accreditation Authority for Translators and Interpreters (NAATI) that includes a full explanation written in English of any condition to which Your licence is subject and the category of vehicle for which Your licence was issued.

7.3 False and misleading information

- (a) You and any Authorised Driver **must** take all reasonable steps to ensure that the information supplied to Us at the Start of Rental is accurate, complete and up-to-date and is not false or misleading.
- (b) In entering into the Rental Contract with You We have relied upon the information You and any Authorised Driver have provided to Us and:
 - (i) the wilful supply of false or misleading information, including:
 - (A) false name, age, address, occupation or driver's licence details; or
 - (B) eligibility to participate in Our corporate programs; or
 - (ii) acting in collusion with any other person to supply such false or misleading information,

is a Serious Breach of the Rental Contract.

7.4 Start of Rental

At the Start of Rental You **must**:

- (a) present Your driving licence and allow Us to inspect Your licence at any time during the Rental Period;
- (b) present Your passport if You have presented an international driving licence and You are not an Australian citizen;
- (c) fully inspect the Vehicle at the Start of Rental to ensure that the condition of the Vehicle and any pre-existing damage is accurately noted and shown in the Rental Agreement. If there is any discrepancy You **must** notify Us prior to leaving the Rental Station; and
- (d) tell Us if You will be using the Vehicle to drive interstate.

7.5 During Your rental

During the Rental Period You **must**:

- (a) comply with all mandatory seat belt laws and fines may be imposed by the police on any driver or passenger who does not have a seat belt properly adjusted and fastened;
- (b) comply with all child restraint laws and ensure that for all children under the age of seven years the restraint has been fitted correctly according to the weight and age of the child and that the restraint is properly adjusted and fastened;
- (c) return the Vehicle and any accessories supplied by Us including, but not limited to, child restraints and GPS units in the same condition as at the Start of Rental, subject to Fair Wear and Tear; and
- (d) immediately upon request provide Us and any regulatory or enforcement authority Your full, accurate and up-to-date information relating to the use of the Vehicle during the Rental Period.

7.6 Rental obligations

During the Rental Period You **must**:

- (a) take all reasonable care of the Vehicle:
 - (i) to prevent Damage, theft of the Vehicle and Third Party Loss;

- (ii) to ensure that the Vehicle is not overloaded by the number of persons or by the weight of goods carried;
 - (iii) by using any security device fitted to or supplied with the Vehicle; and
 - (iv) by taking steps to protect the Vehicle against inclement weather or floods such as closing the sunroof or convertible roof to prevent the entry of rain or where practicable, by garaging the Vehicle to prevent Damage caused by hail or flooding;
- (b) keep the Vehicle locked and secure when not in use and the keys and any keyless start or remote-control device under Your personal control at all times and You **must** be able to produce those keys and device in the event of a theft of the Vehicle;
 - (c) maintain the Vehicle's engine and brake oils, engine coolant and battery levels and tyre pressures;
 - (d) use the correct fuel type;
 - (e) adhere to any mileage instructions displayed in the Vehicle or set by the Rental Station, including the requirement to supply the odometer reading at monthly intervals where the Rental Period exceeds 30 days; and
 - (f) ensure a Commercial Vehicle is loaded so that:
 - (i) it does not exceed its applicable mass and dimension limits; and
 - (ii) the load is properly restrained so that it complies with load performance standards, including the Load Restraint Guides (issued by the National Transport Commission).

7.7 Maintenance for longer term rentals

- (a) If the Rental Period exceeds 30 days You **must** return the Vehicle to the nearest Rental Station for it to be serviced or exchanged when:
 - (i) the next scheduled service is due, as noted on the sticker on the driver's side door
 - (ii) a service indicator is illuminated on the dashboard; or
 - (iii) the Vehicle has travelled 10,000 kilometres since the Start of Rental or since it was last serviced,

whichever comes first.
- (b) We will pay for the service, parts, tyres and any other issues with the Vehicle providing that these issues were not caused by You or any Authorised Driver.
- (c) If You fail to have the Vehicle serviced You will be liable for any Damage caused to the Vehicle.

7.8 Prohibited use of the Vehicle

You **must never**:

- (a) use the Vehicle when it is damaged or unsafe;
- (b) drive the Vehicle whilst under the influence of alcohol or drugs or have a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit in the state or territory where the Vehicle is driven;
- (c) fail or refuse to undergo any breath, blood, oral fluid or urine test or drug impairment assessment in the state or territory in which the Vehicle is driven;
- (d) drive the Vehicle whilst Your driving licence is cancelled or suspended or subject to any restriction or condition;
- (e) commit:
 - (i) any wilful, deliberate or criminal act, including an act of driver abuse; or
 - (ii) an act of connivance with any person acting for You or on Your behalf, that causes Damage or Third Party Loss;

- (f) drive the Vehicle dangerously or recklessly;
- (g) use the Vehicle for off-roading, reliability trials, a race, rally or contest, speed testing, driving instruction, to propel or tow another vehicle, or in violation of any legislation, order or regulation affecting the use, loading or condition of the Vehicle;
- (h) use the Vehicle for the transport of passengers, goods or property for hire, fare or reward unless the Vehicle is a Commercial Vehicle and You have Our prior written authority;
- (i) use the Vehicle for any illegal purpose;
- (j) use the Vehicle to carry:
 - (i) dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes; or
 - (ii) infectious, biohazardous or biomedical waste, unless specifically approved by Us;
- (k) use the Vehicle to carry or transport illegal drugs or substances;
- (l) sell, rent, sublet or dispose of the Vehicle to any person;
- (m) register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009 (Cth);
- (n) use a mobile phone:
 - (i) to make or receive a phone call, perform any audio function or as a navigational device, unless the Vehicle is stationary and the body of the phone is secured in a mounting affixed to the Vehicle and its use does not require manual operation of the phone; or
 - (ii) to send a text message, video message, email or similar communication unless the Vehicle is parked;
- (o) leave the keys to the Vehicle, any keyless start or remote door control device in it or with it whilst it is unattended or unoccupied by You or any passenger;
- (p) leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator; or
- (q) modify the Vehicle or make any alteration or addition to it and no roof racks or towbars are permitted unless fitted by Us and no decals, branding or logos may be fitted or applied to, or removed from, the Vehicle without Our express prior written permission.

7.9 Trailers

If a towbar has been fitted by Us the Vehicle may be used to tow a trailer subject to the following conditions:

- (a) the trailer towed **must** be in a roadworthy and safe mechanical condition;
- (b) You **must** ensure that at all times:
 - (i) the maximum loaded weight of the trailer does not exceed the towing capacity of the Vehicle;
 - (ii) the lights on the Vehicle and the trailer are fully operational; and
 - (iii) the trailer is correctly coupled to the Vehicle and the safety chains are correctly fitted.
- (c) You **must** secure any property, goods, stock or equipment carried in the trailer and use suitable tie down materials to ensure that under no circumstances will they fall from the trailer during transit.
- (d) There is no Damage Cover for the trailer or for goods or property carried in the trailer, whether owned by You or a Third Party, and You agree to fully indemnify Us for any claim for Third Party Loss arising from the use of a trailer that occurs during the Rental Period.

7.10 Carriage of animals

- (a) Accredited or trained assistance animals may be carried in the Vehicle at any time. Pets and other domestic animals may be carried but **must** be restrained in a secure pet container. Additional cleaning charges plus an administrative fee may apply.

- (b) The carriage of other live animals is not permitted unless We have given Our prior written permission and it is noted in the Rental Agreement. If permission is granted, special conditions may apply.

7.11 Smoking not permitted

You and any passengers must not smoke in the Vehicle. It is an offence in some Australian states to smoke in a vehicle where there are passengers of less than 18 years of age. Additional cleaning charges plus an administrative fee will apply if there is a breach of this condition.

8 Electric and plug-in hybrid Vehicles

8.1 Charging levels

- (a) Electric Vehicles are supplied with a minimum 80% charge level and plug-in hybrid Vehicles are supplied with a full tank of fuel and a minimum 80% charge level.
- (b) When returning an electric Vehicle You **must** ensure that the Vehicle battery charge level is no less than 80% and if You return the Vehicle with a battery charge level of less than 80% You **must** pay the charging cost to bring it to that level, plus a service fee.
- (c) If the Vehicle is a plug-in hybrid, when returning the Vehicle You **must** ensure the Vehicle battery charge level is no less than 80% and the fuel tank is full in accordance with clause 3.5. If You return the Vehicle with a battery charge level of less than 80% You **must** pay the charging cost to bring it to that level, plus a service fee and if the Vehicle is returned without a full tank of fuel a refuelling charge will apply.
- (d) The battery charging limit on an electric Vehicle should be set in accordance with the Vehicle manufacturer's instructions to avoid degradation and damage to the battery.
- (e) The performance of the battery depends on the conditions under which it is operated, including the use of in-car features such as air conditioning. You **must** continually monitor the available range of an electric Vehicle and We are not liable or responsible for any shortfall of the battery capacity or range.
- (f) You **must** ensure there is sufficient charge level to complete Your journey because there is no cover for the recovery of an electric Vehicle with a flat battery and You are liable for all towing and recovery fees which will be charged to Your Europcar Account.

8.2 Charging an electric Vehicle

- (a) An electric Vehicle **must** only be charged using the cables We supply and in strict compliance with the Vehicle manufacturer's instructions. If You use any other cable, You will be responsible for any Damage that may arise.
- (b) If You are provided with an additional charging socket that runs to a domestic socket, You **must** ensure the electrical installation You are using complies with any relevant standards in force and any requirements of the Vehicle manufacturer, otherwise You will be liable for any Damage caused.
- (c) You **must never** attempt to jump start an electric Vehicle with a flat battery and You **must never** use an electric Vehicle to jump start another vehicle.

8.3 Electric Vehicle fees

- (a) Daily rental rates do not include the cost of electricity required to charge an electric Vehicle and You acknowledge that You are responsible for payment of all charging costs which will be billed to Your Europcar account.
- (b) You **must** return the charging cables at the End of Rental and if they are not returned or are damaged You will be charged the replacement costs as there is no Damage Cover for lost or damaged charging cables.

- (c) If the electric Vehicle is supplied with a key card, You **must** ensure that it is kept safely in Your possession at all times and it **must** be returned at the End of Rental. If the key card is lost or damaged, You will be charged the replacement cost as there is no Damage Cover for lost or damaged key cards.

9 Prohibited areas of use

9.1 Prohibited access conditions enforced

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

9.2 General prohibited areas

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

- (a) on an Unsealed Road unless either:
 - (i) Unsealed Road Cover has been purchased;
 - or
 - (ii) the Unsealed Road is a properly formed road that is graded and well maintained and the state or condition of the road will not make the use of the Vehicle unsafe;
 - (iii) the distance travelled on the Unsealed Road is less than 500 metres;
 - (iv) the Vehicle is driven at a safe speed not exceeding 40 kilometres per hour unless a lower speed restriction applies; and
 - (v) the sole purpose is to access accommodation, official camping areas or recognised tourist attractions or destinations;
- (b) above the Snow Line unless Snow Cover has been purchased;
- (c) Off Road;
- (d) onto any beach or area exposed to salt water;
- (e) through any river, stream, creek, river bed or tidal crossing;
- (f) through flood waters or on flood prone roads or on any road where the state or condition of the road make the use of the Vehicle unsafe;
- (g) on any road where the police or any government or statutory authority has issued a warning, caution or which has been closed; or
- (h) onto any road where We have notified You that the use of the Vehicle is prohibited.

9.3 Specific prohibited areas

Even if the Vehicle is a Four-Wheel Drive (**4WD**) and Unsealed Road Cover has been purchased You **must never** take the Vehicle:

- (a) in Queensland:
 - (i) north of Chillagoe or west of Georgetown;
 - (ii) north of Cooktown or Laura;
 - (iii) on the Burke Development Road;
 - (iv) north of Maggieville;
 - (v) on Unsealed Roads north and west of Mt Isa;
 - (vi) on the Bloomfield track; or
 - (vii) on the Savannah Way;
- (b) in South Australia:
 - (i) to Mount Dare; or
 - (ii) on the Strzelecki Track;

- (c) through or across the Simpson Desert in South Australia, Queensland and the Northern Territory;
- (d) on the Tanami Track and the Gunbarrel Highway in Western Australia and the Northern Territory; or
- (e) on the roads to Jim Jim Falls or Twin Falls in the Northern Territory;
- (f) onto any island with the exception of:
 - (i) Kangaroo Island;
 - (ii) Stradbroke Island;
 - (iii) Bribie Island;
 - (iv) Phillip Island; or
 - (v) Bruny Island; or
- (g) between mainland Australia and Tasmania in either direction.

9.4 **Additional prohibited areas with limited exemptions for some 4WD Vehicles**

Unless the Vehicle is a 4WD and Unsealed Road Cover has been purchased You **must never** take the Vehicle:

- (a) in Western Australia:
 - (i) on the Unsealed Road section of the Cape Leveque Road;
 - (ii) on the road to Windjana Gorge;
 - (iii) on the Cardabia - Ningaloo Road; or
 - (iv) on the access road from the Great Northern Highway to the Purnululu National Park (Bungle Bungles);
- (b) in South Australia:
 - (i) on the Oodnadatta Track; or
 - (ii) on the road to Dalhousie Springs; or
- (c) in the Northern Territory on the Larapinta and Namatjira Drives, commonly known as the Mereenie Loop.

9.5 **Gibb River Road**

You **must never** take the Vehicle on the Gibb River Road in Western Australia **unless**:

- (a) the Vehicle is a 4WD;
- (b) You have purchased Unsealed Road Cover; and
- (c) You have hired a second spare wheel from Us.

9.6 **Roadside Assistance exclusion for some 4WD's**

Notwithstanding that a 4WD with Unsealed Road Cover may be driven in the areas listed in clause 9.4 or on the Gibb River Road under the conditions listed in clause 9.5, unless there is an inherent mechanical fault in the Vehicle Roadside Assistance under clause 11 does not apply when it is driven on:

- (a) the access road from the Great Northern Highway to the Purnululu National Park (Bungle Bungles);
- (b) the Oodnadatta Track;
- (c) the road to Dalhousie Springs, or
- (d) the Gibb River Road,

and any costs incurred, including for retrieval of the Vehicle, are at Your own expense.

10 Our Responsibilities

10.1 Acceptable quality

When You make a reservation with Us We will provide a Vehicle that is of acceptable quality and in good working order for the Rental Period.

10.2 Breakdowns

If the Vehicle breaks down during the Rental Period because of Our negligence We will recover and repair the Vehicle as soon as possible. If the Vehicle cannot be repaired We will use Our best endeavours to provide a replacement Vehicle of an equivalent size and standard to the previous Vehicle for the remainder of the Rental Period.

10.3 Post rental inspection

If it is not possible to conduct an inspection of the Vehicle with You at the end of the Rental Period We will use Our best endeavours to confirm the condition of the Vehicle with You within four (4) working hours of the post rental inspection.

10.4 Consequential loss

Subject to the Australian Consumer Law, We are only responsible for any direct loss You suffer as a result of Our breach of the Rental Contract. We are not responsible for:

- (a) missed flights;
- (b) disrupted travel or holiday plans;
- (c) loss or inconvenience caused by natural disasters such as floods, cyclones, hailstorms, earthquakes, bushfires, or pandemics;
- (d) loss of enjoyment or opportunity; or
- (e) indirect, consequential or economic loss.

11 Roadside Assistance, breakdown and repair

11.1 Roadside assistance

- (a) Roadside assistance is provided for inherent mechanical faults in the Vehicle but fees and charges apply for all other faults or driver induced errors.
- (b) Generally, these fees and charges range from \$100 plus GST to \$1,000 plus GST and apply to faults and driver induced errors such as:
 - (i) a flat battery in a petrol or diesel powered Vehicle;
 - (ii) lost keys, a keyless start or remote-control device;
 - (iii) the keys, keyless start or remote-control device have been locked in the Vehicle; and
 - (iv) a flat tyre that requires a wheel change, tyre repair or replacement.
- (c) An administrative fee applies if We are requested to rectify any of the faults listed in clause 11.1(b).

11.2 Additional Roadside Assistance Cover

- (a) Roadside Assistance Cover may be purchased to provide cover for:
 - (i) refuelling the Vehicle when You have run out of fuel with up to 6 litres of fuel;
 - (ii) unlocking the Vehicle when the keys, keyless start or remote-control device have been locked in the Vehicle;

- (iii) changing a wheel as the result of a flat tyre; and
 - (iv) starting a petrol or diesel powered Vehicle if the battery is flat because You have left the headlights or interior lights on or the air-conditioning, entertainment system or other electrical equipment operating when the engine is not running.
- (b) Roadside Assistance Cover does not apply and there is no cover:
- (i) for the cost of a replacement key, keyless start or remote-control device that has been lost; or
 - (ii) if there has been a Serious Breach of the Rental Contract.

11.3 Notification of Vehicle fault

- (a) If:
- (i) a dashboard warning light or fault message appears;
 - (ii) You see or become aware of low engine or brake oils, engine coolant levels or tyre pressures; or
 - (iii) the Vehicle develops any fault during the Rental Period,
- You **must** inform Us immediately via the contact details in the Vehicle and in the Rental Agreement and You **must not** use the Vehicle unless We have authorised You to do so.
- (b) If You fail to notify Us and continue to use the Vehicle You will be responsible for any Damage or Third Party Loss.

11.4 Unauthorised repairs

You **must not** let anyone work on the Vehicle or arrange or undertake any repairs to the Vehicle or towing or salvage of it unless We have given You Our prior authority.

11.5 Authorised repairs

You **must** keep and produce to Us the original tax invoices and receipts for any repairs, towing or salvage and You will be reimbursed only if these expenses have been authorised by Us. Any entitlement to reimbursement is subject to there being no Serious Breach of the Rental Contract.

12 Accidents and Accident reporting

12.1 Reporting an Accident or theft to Us

- (a) You **must** report any Accident or theft of the Vehicle to Us as soon as reasonably practicable but in no case more than 24 hours of it occurring.
- (b) You **must** also fully complete an Incident Report Form which should include as much information as is reasonably practical, including:
- (i) the information listed in clause 12.3 regarding the contact details of the other driver and witnesses and an accurate written and diagrammatic description of the Accident and its location; and
 - (ii) the circumstances under which the Accident or theft occurred.
- (c) The Incident Report Form **must** be submitted to Us
- (i) within seven (7) days of an Accident, or upon the return of the Vehicle if it is returned to Us within that seven (7) day period; or
 - (ii) if the Vehicle is stolen, immediately the theft of the Vehicle is reported to the police.

12.2 Reporting an Accident or theft to the police

If You or an Authorised Driver have an Accident in which:

- (a) a person is injured;
 - (b) the other party failed to stop or exchange details;
 - (c) the Vehicle or any other vehicle is towed; or
 - (d) a driver appears to be under the influence of intoxicating liquor or drugs,
- a report **must** also be made to the police immediately.

12.3 **Steps You must take following an Accident**

If the Vehicle is involved in an Accident You and any Authorised Driver **must**:

- (a) make the Vehicle secure;
- (b) exchange names and addresses, phone numbers and email addresses with the other driver;
- (c) obtain the name of the other driver's insurance company;
- (d) take a photo of the other driver's licence;
- (e) take the registration numbers of all vehicles involved;
- (f) take as many photos as is reasonable showing:
 - (i) the position of all vehicles before they are moved;
 - (ii) Damage to the Vehicle;
 - (iii) damage to any Third Party vehicle or property; and
 - (iv) the general area where the Accident occurred, including any road or traffic signs;
- (g) obtain the names, addresses, phone numbers and email addresses of all persons involved, including witnesses; and
- (h) notify Roadside Assistance if the Vehicle has been involved in a serious Accident.

12.4 **Subsequent assistance**

Subsequent to the Accident of theft You and any Authorised Driver **must**:

- (a) forward all third party correspondence or court documents to Us within seven (7) days of receipt;
- (b) co-operate with Us in the investigation of any Accident or theft claim and supply such further information as We or Our investigator may reasonably request within seven (7) days of receipt of such a request;
- (c) co-operate with Us in the prosecution of any legal proceedings that We may institute or the defence of any legal proceedings which may be instituted against You or Us as a result of an Accident, including attending:
 - (i) Our lawyer's office; and
 - (ii) any Court hearing; and
- (d) allow Us to claim in Your name under any applicable substitute vehicle insurance, and do everything that may be required to assist Us in making such a claim.

12.5 **What You must not do**

You and any Authorised Driver **must not**:

- (a) make any admission of fault;
- (b) make any offer or promise to pay or settle any claim for Third Party Loss; or

- (c) agree to indemnify, waive or release any other party from liability to pay for Damage as a result of an Accident, theft of attempted theft.

12.6 Consequences of delayed co-operation

Not only is a failure to comply with Your obligations under this clause 12 a Serious Breach, if there is any delay in complying with any of Your obligations under this clause, including:

- (a) the reporting obligations in clauses 12.1 and 12.2; and
- (b) the obligations in clause 12.4 to forward third party correspondence and court documents to Us and to co-operate with Us in the investigation of any Accident or theft claim and the prosecution or defence of any legal proceedings,

Your entitlement to Damage Cover will be reduced according to the extent We are prejudiced as a direct result of that delay.

12.7 Replacement of the Vehicle following a major Accident or Serious Breach

Acting reasonably, We reserve the right not to replace the Vehicle if it is involved in a major Accident or there has been major Damage or You have committed a Serious Breach of the Rental Contract.

13 End of the Rental Period

13.1 End of the Rental Period obligations

At the end of the Rental Period, in addition to Your obligations under clause 3.3, You **must** return the Vehicle to Us:

- (a) to the Rental Station;
- (b) in the same condition it was in at the Start of Rental, subject to Fair Wear and Tear; and
- (c) at the date and time set in the Rental Agreement.

13.2 Grace period

We allow a grace period of 30 minutes for the return of the Vehicle but if it is returned to Us more than 30 minutes after the time set for its return in the Rental Agreement You will be charged one full day's extra rental.

13.3 Late return

If the Rental Contract has not been extended by Us and the Vehicle is returned to Us more than 24 hours after the time set for its return in the Rental Agreement:

- (a) the rates shown in the Rental Agreement will not apply and You **must** pay a full day's rental at the standard rate for each subsequent 24-hour period or part thereof until the Vehicle is returned to Us; and
- (b) there is no Damage Cover so that You are liable for Damage and Third Party Loss and any repossession charges or costs We incur in this default period.

13.4 Failing to return the Vehicle to the correct Rental Station

If You return the Vehicle to a rental station other than that shown in the Rental Agreement, or when the Rental Station is closed, or any place other than a Europcar Rental Station:

- (a) a one-way fee may apply; and
- (b) You are liable for and **must** pay:
 - (i) for Damage and Third party Loss; and
 - (ii) the Rental Charges,
 until the post rental inspection has been conducted in accordance with clause 10.3.

13.5 Deleting Personal Information and data

- (a) If You have signed into any application within the Vehicle's infotainment system, such as Apple Car Play or Google Play, or added Your mobile phone number for Bluetooth

access, it is Your responsibility to sign out of that system at the end of the Rental Period and to delete any Personal Information or data, including stored addresses, navigation history and mobile phone numbers, that may have been used during the Rental Period.

- (b) If You have added the Vehicle to the Vehicle manufacturer's app on Your mobile phone or other device so that You can remotely lock and unlock the Vehicle, check its location and access other functions, at the end of the Rental Period You **must** remove or delete the Vehicle from that app.
- (c) We are not responsible for removing any Personal Information, data or mobile phone numbers or for any future use of Your account where You have failed to sign out of an application or remove or delete Personal Information, data or mobile phone numbers.

13.6 Security Deposit

- (a) If a Security Deposit has been prepaid to Us it is fully refundable to You provided that at the end of the Rental Period:
 - (i) all amounts due to Us under the Rental Contract have been paid;
 - (ii) the Vehicle has been returned to the Rental Station at the date and time set in the Rental Agreement;
 - (iii) there is no Damage or Third Party Loss;
 - (iv) the interior and exterior are clean;
 - (v) the Vehicle has a full tank of fuel; and
 - (vi) there has not been a Serious Breach of the Rental Contract.
- (b) If at the end of the Rental Period You fail to pay any Rental Charges for which You are responsible, We will apply the Security Deposit against those outstanding amounts.

14 Serious Breach and termination of the Rental Contract

14.1 Serious Breach

You and any Authorised Driver commit a Serious Breach of the Rental Contract if:

- (a) the Vehicle is driven in any area prohibited by these Terms and Conditions or there is a breach of any of clauses:
 - (i) 2.4(a), or 2.4(b) (longer term rental inspection and Vehicle condition requirements);
 - (ii) 7.1 (Authorised Drivers);
 - (iii) 7.2 (age and licence requirements);
 - (iv) 7.3 (false and misleading information);
 - (v) 7.6 (rental obligations);
 - (vi) 7.7 (maintenance);
 - (vii) 7.8 (prohibited use);
 - (viii) 7.9 (trailers);
 - (ix) 8.2(a), or 8.2(c) (not using supplied cables or jump starting an electric Vehicle);
 - (x) 9.2, 9.3, or 9.4 (prohibited areas);
 - (xi) 9.5 (Gibb River Road);

(xii) 11.3 (notification of Vehicle fault); or

(xiii) 11.4 (unauthorised repairs)

that causes Damage, theft of the Vehicle or Third Party Loss;

- (b) there is a breach of clause 12 (Accident reporting) that prevents Us from properly investigating, making or defending a claim arising from an Accident or theft; or
- (c) the Vehicle is stolen by You or an Authorised Driver or by any person acting for You, at Your direction or on Your behalf.

14.2 **Payments due and termination**

If there is a Serious Breach of the Rental Contract or a reckless breach of road or traffic legislation:

- (a) You **must** pay for:
 - (i) Damage caused, including Loss of Use which is payable until the Vehicle has been repaired or replaced or recovered if it has been stolen;
 - (ii) loss or replacement of the Vehicle as a result of theft;
 - (iii) Third Party Loss;
 - (iv) storage, repossession and recovery fees;
 - (v) fees for the release of the Vehicle from compounds;
 - (vi) recovery costs and fees payable for the release of the Vehicle if it has been impounded by a responsible authority;
 - (vii) roadside assistance;
 - (viii) administrative and legal costs of recovery; and
 - (ix) the Rental Charges; and
- (b) acting reasonably, We may terminate the Rental Contract and recover and take possession of the Vehicle.

14.3 **Our rights on termination**

If the Rental Contract is terminated:

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

14.4 **Termination when there is a Commercial Agreement or Europcar charge account**

We may terminate the Rental Contract and recover and take possession of the Vehicle if:

- (a) any amount payable pursuant to a Commercial Agreement is overdue and remains unpaid for the default period specified in that agreement; or
- (b) there is a default in relation to Rental Charges due and payable under Your Europcar Account.

15 **Applicable law**

15.1 **Australian Consumer Law**

You have consumer rights conferred by the Australian Consumer Law and the Australian Securities and Investments Commission Act 2001 (Cth) and neither this clause nor any other provision of the Rental Contract excludes, restricts or modifies any implied terms, guarantees or rights You may have under those laws or any other Federal, State or Territory legislation.

15.2 **State and territory law**

The laws of the State or Territory in which the Rental Station is situated and of the Commonwealth of Australia govern the Rental Contract.

16 Code of Practice

Europcar is a signatory to the Australian Finance Industry Association - Rental Division (**AFIA**) Code of Practice.

17 Dispute Resolution

17.1 Internal

- (a) If You believe there has been an error in Your account or if You have any complaint, Our staff at the Rental Station will help You in every way they can to rectify the error or resolve the complaint. If they are unable to assist You or if Your concerns are not resolved to Your satisfaction, You may refer the matter to Our internal dispute resolution (**IDR**) process.
- (b) Upon receipt of Your referral to IDR Our IDR officer will acknowledge receipt of Your referral and will investigate the matter and try to reach a satisfactory outcome.
- (c) We will advise You of the final outcome of Your IDR referral within 45 days of receipt of that referral and We will use Our best endeavours to do so within 21 days thereof.
- (d) Referrals to Our IDR process can be to any of the following:
 - Post: Customer Relations Manager,
Europcar Australia,
PO Box 1139, Tullamarine, Vic 3043 Australia
 - Phone: 1300 72 00 55
 - Email: customer.relations@europcar.com.au

17.2 External

- (a) Europcar is a signatory to the Australian Finance Industry Association - Rental Division (**AFIA**) Code of Conduct. A copy of the Code may be obtained at www.afia.com.au
- (b) In the event We are unable to resolve a dispute You may access the Australian Car Rental Conciliation Service facilitated by AFIA at:
 - Web: www.carrentalconciliationau.com
 - Phone: 1800 366 840

18 Privacy Policy and GPS Tracking

18.1 Privacy Policy

- (a) The Privacy Policy forms part of the Rental Contract.
- (b) By entering into the Rental Contract with Us You represent to Us that You have read and understood the Privacy Policy.
- (c) You consent to Us collecting, using and disclosing Your Personal Information in accordance with the Privacy Policy.

18.2 GPS Tracking

- (a) To maintain and protect the Vehicle We may fit a GPS Tracking Device to the Vehicle to enable Us to monitor the condition, performance and operation of the Vehicle and to track the Vehicle's movements. This information may be used both during and after the Rental Period.
- (b) When You sign the Rental Agreement You are authorising Us and consenting to the use of the GPS Tracking Device.

19 General

19.1 Amending the Terms and Condition

We may amend these Terms and Conditions by providing You with 30 days' notice in writing. If You do not accept the amendment or replacement, You **must** return the Vehicle prior to the end of the 30 day notice period.

19.2 Greenfleet

If You agree to make an optional contribution towards Europcar GreenFleet, We will pay the full amount of Your contribution towards that initiative and its administration.

19.3 Commercial Agreements

- (a) If You have a Commercial Agreement with Us these Terms and Conditions **must** be read in conjunction with Your signed Agreement.
- (b) All Europcar Commercial Agreements are subject to the Linkt Commercial Customer Rental Terms and Conditions which apply in substitution of and replace the Linkt Terms and Conditions.
- (c) In the event of any inconsistencies or ambiguity between the terms of Your Commercial Agreement and these Terms and Conditions, the terms of Your Commercial Agreement will prevail.

19.4 Privilege Loyalty Program

- (a) If You are a Privilege Loyalty Program member these Terms and Conditions **must** be read in conjunction with the Privilege Loyalty Program Specific Terms.
- (b) As a Privilege Loyalty Program member at the time of rental of a Vehicle from Us You accept these Europcar Terms and Conditions and the Linkt Terms and Conditions, including a binding obligation to pay Linkt a Service Fee of \$3.30 (incl GST) for each calendar day on which You use a toll road in addition to the payment to Linkt of the applicable tolls and any other amount that is payable pursuant to the Linkt Terms and Conditions
- (c) In the event of any inconsistencies or ambiguity between the terms of Your Privilege Loyalty Program and these Terms and Conditions, these Terms and Conditions will prevail.

20 Definitions and interpretation

20.1 Definitions

In these Terms and Conditions:

Accident means an unintentional and unforeseen event, mishap or incident that results in Damage to the Vehicle or Third Party Loss.

Administration Fee means the fee charged by Us for the administrative costs associated with Your rental.

Authorised Driver means any additional driver who is:

- (a) Your spouse or domestic partner; or
- (b) Your employer, employee, fellow employee or partner if it is disclosed to Us that the Vehicle is rented for business purposes,

who is approved and recorded by Us, either on the Rental Agreement or by prior written agreement. An extra charge may apply for each additional Authorised Driver.

Claims Administration Fee means the fee charged for handling Your claim and for making arrangements for repairs, towing and other administrative tasks associated with Damage or Third Party Loss. The fee ranges from \$50 plus GST for a single vehicle accident to \$200 plus GST where there is also Third Party Loss.

Commercial Agreement means an agreement between You and Us for the rental of Vehicles for business purposes, including for use by Your employees, contractors and customers approved by Us which is subject to specific terms and to the Linkt Commercial Customer Rental Terms and Conditions.

Commercial Vehicle means a Vehicle that is a van, utility, truck or bus that is constructed and used for the carriage of goods or property or for the transport of more than 12 persons including the driver.

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

Damage means:

- (a) any loss or damage to the Vehicle however caused that:
 - (i) is reported to Us, detected at the post rental inspection or at the Final Inspection;
 - (ii) requires repair or replacement, and
 - (iii) is not Fair Wear and Tear;
- (b) towing, recovery and salvage fees;
- (c) assessing fees; and
- (d) Loss of Use,

and for the removal of doubt, damage to the Vehicle's windscreen, lights, wheels or tyres that makes the Vehicle unroadworthy is not Fair Wear and Tear.

Damage Cover Product means a product You may purchase at the Start of Rental at extra cost to reduce Your Damage Excess liability.

Damage Excess means the amount shown in the Rental Agreement You **must** pay Us in the event of Damage, theft of the Vehicle or Third Party Loss, subject to these Terms and Conditions. The amount payable includes the Claims Administration Fee and is subject to GST.

Debit Card means Debit MasterCard or Visa Debit Card.

Europcar means CLA Trading Pty Ltd ABN 81 082 220 399 trading as Europcar Australia or where applicable an independent Europcar franchisee or affiliate.

Fair Wear and Tear means the reasonable wear and tear described in the AFIA Fair Wear and Tear Guide that is appended to the AFIA Car Rental Code of Practice[®] and which is not Damage.

Final Inspection means the inspection carried out after We have taken possession of and fully examined and cleaned the Vehicle and includes any subsequent inspection by Our repairers and loss assessors which uncovers additional Damage.

Incident Report Form means the document You **must** complete if there is a claim for Damage to the Vehicle or its theft and includes the particulars of the claim as required by clause 12.

Linkt Rental Product has the meaning in the Linkt Terms and Conditions.

Linkt Terms and Conditions means Annexure B to these Terms and Conditions.

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

Off Road means any area that is not a gazetted road, a sealed road nor an Unsealed Road and includes but is not limited to unformed roads, fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, rivers, flood waters, sand, deserts, rocks, fields and paddocks.

Overhead Damage means:

- (a) Damage at or above the level of the top of the front windscreen of the Vehicle;
- (b) Damage to any part of the pantech or box section of a Commercial Vehicle; or

(c) Third Party Loss,

caused by:

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

Personal Information has the same meaning as in the *Privacy Act 1988* (Cth).

Premium Location Surcharge (PLS) means the extra amount payable when a Vehicle is hired from a Rental Station located at an airport or some city or suburban locations. The rate is shown in the Rental Agreement and is subject to GST.

Privacy Policy means Our Privacy Policy available at www.europcar.com.au

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

- (a) the rental fees for use of the Vehicle during the Rental Period;
- (b) any extra kilometre charges;
- (c) Premium Location Surcharge;
- (d) administration fees;
- (e) young driver surcharge;
- (f) additional Authorised Driver charges;
- (g) Vehicle Registration Recovery Fee;
- (h) refuelling charges;
- (i) tolls;
- (j) Unsealed Road Cover;
- (k) Snow Cover;
- (l) Roadside Assistance Cover;
- (m) Damage Cover Products; and
- (n) Debit Card and credit card surcharge fees.

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

Rental Period means the period shown in the Rental Agreement or as extended by Us.

Roadside Assistance Cover means the additional cover that may be purchased and provides the benefits listed in clause 11.2.

Security Deposit means the amount shown on the Rental Agreement We collect from You at the Start of the Rental as security for the Rental Charges and other fees and charges incurred during Your rental.

Serious Breach has the meaning described in clause 14.1.

Service Fee means the fee charged by Linkt for each day where the Vehicle incurs a toll on a toll road.

Snow Cover means the additional cover that allows the Vehicle to be driven on sealed roads above the Snow Line.

Snow Line means the gates leading to any of the national parks or snowfields in Australia between 1 June and 31 October, or any area where it is indicated or required that snow chains

are to be fitted to the Vehicle.

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

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

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

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

Unsealed Road Cover means the additional cover that allows some classes of Vehicle to be used on an Unsealed Road provided that the road is gazetted, graded, and maintained by a local, state, territory or government body, authority or council but it **never** allows the use of the Vehicle Off Road.

Vehicle means the vehicle described in the Rental Agreement and includes its parts, components, electric Vehicle batteries, accessories, keys, keyless start or remote-control device, audio equipment, GPS Tracking Device, child restraints, tools, spare tyre and first aid kit or any vehicle substituted by Us pursuant to the Rental Contract.

Vehicle Registration Recovery Fee (VRRF) means the daily amount payable to Us to recover Our costs of registering and licensing the Vehicle as a rental Vehicle.

We, Us, Our means Europcar or one of its franchisees or affiliates as shown in the Rental Agreement.

You, Your means the person, body corporate, partnership, trust, government department or agency, sole trader or other business or entity renting the Vehicle and any Authorised Driver shown in the Rental Agreement.

Your Europcar Account means Your credit card, Europcar charge account or Debit Card nominated at the Start of Rental for the debiting of charges under the Rental Contract.

20.2 Interpretation

In these Terms and Conditions, **unless** the context otherwise requires:

- (a) headings are for convenience only and do not form part of the Terms and Conditions or affect their interpretation; and
- (b) where You comprises two or more persons each is bound jointly and severally.

Annexure B

Linkt Terms and Conditions

Last updated on 6 November 2023

Tollaust Pty Limited (ACN 050 538 693), trading as Linkt (**Linkt**), through Europcar as Linkt's agent, offers the Linkt Rental Product to You on these Linkt Terms and Conditions.

Summary of Key Terms and Conditions

Before entering into these Linkt Terms and Conditions, Linkt draws your attention to the following summary of terms and conditions:

1. Collection, use and disclosure of personal information

In order to operate our roads, charge tolls and manage your Linkt Rental Account, Linkt will collect your personal information from the Rental Agency and may share your information with its service providers/partners, operators of other toll roads, government authorities (including those responsible for operation of roads and vehicle registration), credit reporting bodies, debt collection agencies, and incident response/emergency service providers. Please see clause 3 for further information.

2. Payment of tolls

You are responsible for the payment of all tolls and applicable fees for all trips made by your rental vehicle. If you do not pay any tolls and applicable fees Linkt may refer your liability to pay those amounts to either a Credit Reporting Agency, a debt collection agency or to Europcar to obtain payment of these amounts. You agree that the Rental Agency may share your payment information with Linkt to enable Linkt to charge you applicable tolls and fees. Please see clauses 6 and 7 for further information.

3. Suspension and Cancellation

Linkt may suspend or cancel your Linkt Rental Account and the processing of Trips in certain circumstances, e.g. if Linkt is advised by Europcar to suspend your account, your account has not been paid in time or where Linkt reasonably considers it necessary for any other serious reason. Linkt will make reasonable attempts to contact you prior to suspension or cancellation of your account. If you drive after your account is suspended or cancelled, you may receive a toll notice with additional fees. Please see clause 14 for further information.

4. Excluding Linkt's liability

To the extent permitted by law (including the Australian Consumer Law), Linkt is not liable for any loss, damage or expense arising from your use of any toll road, your use of the rental vehicle or anything else in connection with this agreement, unless that loss was caused by Linkt or Linkt's negligence or breach. Please see clause 12 for further information.

By signing the Rental Contract, You accept and agree to be bound by these Linkt Terms and Conditions.

Part A: General

1 Interpretation

In these Linkt Terms and Conditions unless the contrary intention appears:

- (a) a reference to these Linkt Terms and Conditions includes any variation to it;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a gender includes all genders;
- (d) a reference to a person includes a firm, a body corporate, an unincorporated association or an authority;
- (e) an obligation imposed on two or more parties binds them jointly and severally;

- (f) a reference to a time or date is a reference to that time or date in Melbourne, Australia;
- (g) any reference to dollars and \$ is to Australian currency;
- (h) a provision of these Linkt Terms and Conditions must not be interpreted against Linkt just because Linkt prepared these Linkt Terms and Conditions;
- (i) a reference to any legislation or subordinate legislation includes any modifications or changes;
- (j) headings in these Linkt Terms and Conditions have been inserted for convenience and do not affect the interpretation of these Linkt Terms and Conditions; and
- (k) a reference to a clause or a part is a reference to a clause or a part of these Linkt Terms and Conditions.

2 Creation of Linkt Rental Account

If you are a Consumer Customer, Linkt will create a Linkt Rental Account for You in connection with Your use of the Vehicle(s) You have rented from Europcar on Toll Roads as agreed under the Rental Contract.

3 Consent to use and disclose information

- (a) You consent to Linkt using or disclosing any information (including Personal Information) that You provide to Linkt (or which Europcar provides to Linkt, or which Linkt otherwise obtains) only for the purposes contemplated by these Linkt Terms and Conditions (including the exercise of any rights or the performance of any obligations under these Linkt Terms and Conditions) as detailed in **Linkt's Privacy Policy** available at: <http://www.linkt.com.au/legal/policies/transurban-privacy-policy> or the Linkt Privacy and Credit Reporting Statement document attached at Part B of these Linkt Terms and Conditions.
- (b) If you are a Consumer Customer, You consent to any information (including Personal Information) about Your Linkt Rental Account, and any information You provide to Linkt, being disclosed by Linkt to Credit Reporting Bodies, to debt collection agencies or Europcar for the Permitted Purpose (including, but not limited to, in circumstances where You are in payment default).
- (c) If you are Personnel, You consent to any information (including Personal Information) about the Linkt Rental Account, and any information You or the Commercial Customer provide to Linkt, being disclosed by Linkt to:
 - (i) Credit Reporting Bodies to enable Linkt to ascertain Your credit rating only, following the date on which Your Linkt Rental Account is opened or at any time thereafter while Your Linkt Rental Product remains open;
 - (ii) Europcar, including without limitation Personal Information including the first name and surname of the Personnel, or to the Commercial Customer, including for reporting purposes in relation to a Linkt Rental Account; or
 - (iii) Credit Reporting Bodies and to debt collection agencies or Europcar where the Commercial Customer is in payment default.
- (d) You can access **Linkt's Credit Reporting Policy** at <https://www.linkt.com.au/legal/policies/transurban-credit-reporting-policy/sydney> or You can contact Linkt using the contact details set out in Part D of these Linkt Terms and Conditions to obtain a copy.
- (e) You consent to Linkt disclosing to Toll Road operators (and the operator's preferred toll service provider) and any State Roads Authority any information (including Personal Information) required for Toll collection or enforcement.

4 Your Linkt Rental Product

- (a) The Linkt Rental Product is provided by Linkt to enable the payment of Tolls and Fees relating to Your Trips using Your Vehicle(s) in accordance with these Linkt Terms and Conditions.
- (b) You remain responsible at all times for the acts and omissions of any Authorised Driver and any other person using the Vehicle, including for any Tolls and Fees they incur.

5 When You should contact Linkt

- (a) Any questions regarding Tolls or Fees should first be referred to Linkt.
- (b) You should contact Linkt using the contact details set out in Part D of these Linkt Terms and Conditions as soon as possible if:
 - (i) You change Your email or Your mobile phone number; or
 - (ii) You become aware of anything that may or will affect any payment described in these Linkt Terms and Conditions.

6 Tolls and Fees payable

- (a) This clause 6 applies only to Consumer Customers.
- (b) You must pay the following to Linkt:
 - (i) all Tolls incurred in accordance with clause 7.1;
 - (ii) the Rental Service Fee; and
 - (iii) any other costs reasonably incurred by Linkt in enforcing its rights under these Linkt Terms and Conditions, including any reasonable fees or charges imposed by a third party on Linkt where You have refused or failed to pay any amount under these Linkt Terms and Conditions.
- (c) If You fail to pay any Tolls or Fees as required by these Linkt Terms and Conditions:
 - (i) Linkt may refer that failure to a Credit Reporting Agency, debt collection agency or to Europcar who may charge You reasonable additional fees or charges; and/or
 - (ii) Linkt may suspend or cancel the Linkt Rental Account and the provision of the Linkt Rental Product to You.

Subject to these Linkt Terms and Conditions, Linkt will not be required to refund to You any reasonable additional fees or charges described in clauses 7.1 and this clause 6(c) that are charged to You by a Credit Reporting Agency or Europcar.

7 Payment

7.1 Charges to Your Linkt Rental Account

- (a) All Tolls and Fees incurred in connection with any Trips undertaken by Vehicles will be charged to the Linkt Rental Account. For the avoidance of doubt, payment by cash is not an acceptable payment method.
- (b) Tolls will be charged to Your Linkt Rental Account for each Trip taken using a Vehicle, when either:

- (i) the Registration Number of the Vehicle is detected at an Electronic Toll Point; or
 - (ii) the Vehicle is otherwise detected at an Electronic Toll Point.
- (c) You warrant and represent that You are authorised to have any Tolls and Fees that are incurred in connection with any Trips undertaken by Vehicles charged to the Linkt Rental Account.
- (d) Any questions regarding any Tolls charged on a particular Toll Road should, in the first instance, be referred to Linkt.

7.2 Payment by Nominated Card

- (a) This clause 7.2 applies only to Consumer Customers.
- (b) If You are using a Nominated Card to pay for the rental of a Vehicle or have otherwise provided a Nominated Card for the payment of Tolls and Fees, You:
- (i) agree that Europcar may disclose to Linkt, and You authorise Linkt to receive, all details of Your Nominated Card that are required for Linkt to process Your payment of all Tolls and Fees and to otherwise pay all outstanding balances on Your Account;
 - (ii) warrant and represent to Linkt that You are authorised to use the Nominated Card to meet Your payment obligations under these Linkt Terms and Conditions; and
 - (iii) authorise Linkt to debit amounts from, or credit funds to, the Nominated Card in respect of Tolls and Fees and other amounts payable to, or from, Linkt under these Linkt Terms and Conditions.
- (c) Linkt will debit Tolls and Fees and other amounts payable to, or from, Linkt under these Linkt Terms and Conditions.
- (d) You must immediately provide Linkt with details for an alternative Nominated Card, which can be used to meet Your obligations under these Linkt Terms and Conditions, and an authority for Linkt to debit the alternative Nominated Card, if:
- (i) the existing Nominating 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.

7.3 Recovery of payments

- (a) This clause 7.3 applies only to Consumer Customers.
- (b) You acknowledge and agree that Tolls and Fees incurred by Vehicles for Trips on Toll Roads are a debt due and payable by You to Linkt.
- (c) If You:
- (i) have provided a Nominated Card for the payment of Tolls and Fees under clause 7.2; and
 - (ii) You do not pay the amount of those Tolls and Fees in full by the relevant Payment Date,

then Linkt may contact You using the details provided to it by Europcar to seek payment of the overdue Tolls and Fees. If You do not pay such overdue Tolls and Fees within 33 days after the date on which Linkt first contacted You in accordance with this clause 7.3(c), Your liability to pay these overdue Tolls and Fees will be transferred to Europcar and Europcar (or a third party acting on Europcar' behalf) may contact You directly to obtain payment of these overdue Tolls and Fees.

8 Errors in charging Tolls and Fees

- (a) This clause 8 applies only to Consumer Customers.
- (b) If Linkt incorrectly credits You an amount in connection with the Linkt Rental Account, Linkt may recover that amount from You provided that Linkt has given You 10 days prior written notice of its intention to do so.
- (c) Linkt will promptly apply any credit due to You in connection with Your Linkt Rental Account by such method as Linkt may reasonably choose.

9 Linkt Rental Account Statement

During the period in which Your Linkt Rental Account is active, You may view Your Linkt Rental Account Statement without charge at any time by **logging on to your account at <https://www.linkt.com.au/login>**.

10 What to do if a Vehicle or its Number Plates are stolen

- (a) You must immediately inform Europcar if:
 - (i) a Vehicle is stolen; or
 - (ii) one or both Number Plates for a Vehicle are stolen.
- (b) If:
 - (i) a Trip is undertaken by a Vehicle while stolen; or
 - (ii) a Trip is undertaken by a Vehicle fitted with one or both Number Plates that have been stolen from a Vehicle; and
 - (iii) Tolls and Fees are charged to a Linkt Rental Account in connection with a Trip referred to in clause 10(b)(i) or 10(b)(ii) (as applicable),

Linkt will refund those Tolls and Fees to You (as a Consumer Customer) or the Commercial Customer (in the case of Personnel) upon provision of a police report confirming that the Vehicle or Number Plate(s) were recorded as being stolen at the time of the relevant Trip.

11 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 in accordance with applicable law.

12 Liability

To the maximum extent permitted by law, Linkt is not liable (whether in contract, tort, under statute or otherwise) for any loss (including consequential loss or loss of profit), damage or expense that You or any other person incurs arising directly or indirectly from Your or any Personnel's use of any Toll Road, any Vehicle or anything else in connection with these Linkt Terms and Conditions, except to the extent that the loss, damage or expense was caused by Linkt, or as a result of Linkt's negligence or breach.

These Linkt Terms and Conditions do not affect any rights, liabilities and responsibilities arising at law, including under the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010) (**ACL**), unless otherwise provided under this agreement.

Where liability cannot be excluded, any liability incurred by Linkt in relation to the use of any Toll Road or these Linkt Terms and Conditions is limited to the extent provided for by the ACL.

13 Questions, complaints and disputes

- (a) Questions regarding Tolls (and any applicable Fees) charged on a particular Toll Road should, in the first instance, be referred to Linkt.
- (b) If You have a dispute or wish to make a complaint about the Linkt Rental Product, a payment or an amount charged, refunded or not refunded to a Linkt Rental Account, You should contact Linkt. A customer service officer will provide a response with reasons as soon as possible.
- (c) If You believe that Your dispute or complaint has not been properly addressed, You have the right to have the issue reviewed by Linkt's Customer Resolutions Team who will provide a response with reasons.
- (d) If You are not satisfied with the response, You may take Your complaint to the Tolling Customer Ombudsman. If You believe there is an error (including Trips, fees and charges in Your Statement), You are required to tell Linkt of any errors or discrepancies promptly.
- (e) Where You dispute Your Account Balance, Linkt may (at its discretion):
 - (i) refund to Your Linkt Rental Account all or part of the disputed amount; or
 - (ii) make other arrangements reasonably necessary to allow for the continued operation of Your Linkt Rental Account, until the dispute is resolved.
- (f) The relevant contact details for Linkt, Linkt's Customer Resolutions Team and the Tolling Customer Ombudsman are each set out in Part D of these Linkt Terms and Conditions.

14 Suspension or Cancellation

Linkt may suspend or cancel Your Linkt Rental Account and the processing of Trips made by any or all Vehicles on the Linkt Rental Account if:

- (a) Linkt is advised by Europcar to suspend or close the Linkt Rental Account;
- (b) You become bankrupt or appear likely to become bankrupt;
- (c) the Commercial Customer who has permitted You (as Personnel) to use the Vehicle(s) in accordance with the Linkt Terms and Conditions is a company and:
 - (i) it becomes insolvent (that is, not able to pay all its debts as and when they become due and payable) or has a receiver, manager, administrator or liquidator appointed, or appear likely to do so;
 - (ii) its shareholders pass a resolution for winding up;
 - (iii) an application is made for winding up the company, which is not dismissed or withdrawn within 30 Business Days and which results in an order being made for the company's winding up; or
 - (iv) it enters into an arrangement, composition or compromise with any creditors;
- (d) Linkt reasonably considers that a material adverse change has occurred in Your credit rating;
- (e) Linkt is required to do so by law; or
- (f) Linkt reasonably considers suspension or cancellation of Your Linkt Rental Account or any Vehicle on Your Linkt Rental Account is warranted and/or necessary for any other

serious reason (such as fraudulent or malicious use, material breach of this agreement or serious misconduct).

Notice prior to suspension or cancellation

If Linkt has reason to suspend or cancel Your Linkt Rental Account and the processing of Trips made by any or all of Your Vehicles, Linkt will make reasonable attempts to contact You, via the contact details You have provided, prior to any such suspension or cancellation becoming effective.

15 When these Linkt Terms and Conditions end

- (a) These Linkt Terms and Conditions will:
 - (i) if you are a Consumer Customer, terminate automatically on the earlier of:
 - (A) the date which is 4 months after the date on which the last transaction occurred on the Linkt Rental Account; and
 - (B) the date on which the Consumer Customer's liability to pay overdue Tolls and Fees is to be transferred to Europcar in accordance with clause 7.3(c),

unless earlier terminated in accordance with the provisions of these Linkt Terms and Conditions; or
 - (ii) if you are Personnel, terminate only when terminated in accordance with the provisions of these Linkt Terms and Conditions.
- (b) The termination of these Linkt Terms and Conditions does not affect any rights that You or Linkt have against each other that arose at or before the termination, including in relation to any outstanding Tolls and or Fees that You have not paid prior to the termination.

16 Notices

- (a) Notices (including any communications or statements) may be given by Linkt to You:
 - (i) by sending an email to Your email address as provided to Linkt by Europcar (or as updated by You under clause 5); or
 - (ii) if no valid email has been provided to Linkt, by sending a text message to Your mobile number as provided to Linkt by Europcar (or as updated by You under clause 5).
- (b) Notices to Linkt may be sent by email to Linkt's email address, using the **contact details available on Linkt's website** available at <https://www.linkt.com.au/contact-us/sydney>.
- (c) Notices take effect from the time they are received (unless a no-delivery message is received by the sender).

17 General

- (a) These Linkt Terms and Conditions are the entire agreement between You and Linkt about the Linkt Rental Account and the other matters covered by these Linkt Terms and Conditions.
- (b) If any part of these Linkt Terms and Conditions is illegal or unenforceable it will not apply. Any provision of these Linkt Terms and Conditions must be read down to the extent necessary to prevent that provision of these Linkt Terms and Conditions from being invalid, voidable or not enforceable in the circumstances. If a provision of these

Linkt Terms and Conditions is still invalid, voidable or not enforceable, the relevant word, words or provision will be deleted, and the rest of these Linkt Terms and Conditions will continue to be fully enforceable.

- (c) You will not earn interest on any credit Account Balance or amount You pay to Linkt under these Linkt Terms and Conditions.
- (d) Unless otherwise expressly provided by these Linkt Terms and Conditions, a party does not waive a right, power or discretion just because it:
 - (i) fails to exercise it;
 - (ii) only exercises part of it; or
 - (iii) delays in exercising it.
- (e) A waiver of one breach of a provision of these Linkt Terms and Conditions does not operate as a waiver of another breach of the same provision or any other provision. A right created under these Linkt Terms and Conditions may only be waived in writing signed by the party waiving it.
- (f) You represent and warrant to Linkt that you have the power, authority and capacity to enter into these Linkt Terms and Conditions.
- (g) Linkt may request that You pay an amount equal to any costs (including legal costs) reasonably incurred by Linkt in recovering a debt from You in court.
- (h) These Linkt Terms and Conditions and the transactions contemplated by these Linkt Terms and Conditions are governed by the laws of New South Wales.

18 Definitions

In these Linkt Terms and Conditions (including Parts A, B, C and D), except where the context otherwise requires:

Account Balance means the total of all of the payments (and other amounts) which have been charged to the Linkt Rental Account less any Toll, Fee, tax, charge or other amount which is refunded to the Linkt Rental Account.

Account Statement means a summary of the transactions (including the Tolls and Fees) charged to the Linkt Rental Account.

Associated Contractors means Linkt's suppliers, agents, distributors and contractors in relation to any Permitted Purposes.

Authorised Driver means a driver approved and recorded by Europcar to drive a Vehicle either on the Rental Contract or by prior written agreement.

Authorised Information Recipient means Linkt, Europcar and each Intended Recipient.

Business Day means a day that is not a Saturday, Sunday or public holiday in the State of Victoria, Australia.

Clearing House means any person who operates a clearing house for operators of Toll Roads.

Commercial Customer means a body corporate, partnership, trust, government department or agency, sole trader or other business or entity that rents a Vehicle for its business use (including for use by its Personnel) and settles Tolls and Fees using a Linkt Rental Account.

Consumer Customer means a consumer, member of the public or other individual renting a Vehicle (including for a business purpose) and settles Tolls and Fees daily using a Nominated Card.

Credit Provider has the meaning given in the *Privacy Act 1988* (Cth).

Credit-Related Information means Credit Information, Credit Eligibility Information and Credit Reporting Information, each as defined in the *Privacy Act 1988* (Cth).

Credit Reporting Agency means a corporation that carries on a credit reporting business within the meaning of that term in the *Privacy Act 1988* (Cth).

Credit Reporting Body has the meaning given in the *Privacy Act 1988* (Cth).

Department of Transport and Main Roads means the Department of Transport and Main Roads in the State of Queensland, Australia.

Due Payment means the amount stated in an invoice from Linkt as the Account Balance that You owe to Linkt.

Electronic Toll Point means any place on a Toll Road where vehicles are detected by the Linkt Rental Product System.

Europcar means:

- (a) CLA Trading Pty Ltd ACN 082 220 399;
- (b) any Related Body Corporate of CLA Trading Pty Ltd ACN 082 220 399; or
- (c) any franchisee or licensee of any of the entities mentioned in paragraphs (a) to (b) of this definition,

as applicable, being the entity with whom You have entered into the Rental Contract with.

Fees means each of the fees and costs (and any taxes applicable to them) described in clauses 6(b)(ii) to 6(b)(iii) inclusive of these Linkt Terms and Conditions.

GST has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Individual means any individual, including any Authorised Driver or Nominated Card Holder.

Intended Recipients means the following parties:

- (a) Credit Reporting Agencies;
- (b) Associated Contractors;
- (c) any bank, financial institution or Clearing House;
- (d) Linkt's professional advisers including legal advisers, accounting advisers and other professional advisers;
- (e) driver licensing and vehicle registration agencies, law enforcement agencies, public revenue authorities, road safety authorities and solicitors in relation to motor vehicle accidents;
- (f) owners and other operators of Toll Roads; and
- (g) persons providing services to any of the entities set out in paragraphs (a) to (f) of this definition.

Linkt means Tollaust Pty Ltd ABN 37 050 538 693, including the successors, contractors, assignees, employees, agents and nominees of Tollaust Pty Ltd.

Linkt Commercial Rental Product Information means any information relating to the Commercial Customer, its Personnel, the Linkt Rental Product, a Vehicle, the location of a Vehicle at any time, the direction of travel, or video and/or camera surveillance operated at Toll Roads. Linkt Rental Product Information may without limitation include Personal Information about:

- (a) the Commercial Customer; or
- (b) its Personnel,

including a name, address, phone number, email address, drivers licence number, date of birth, vehicle hire and usage information, billing or financial information, Rental Contract, Linkt Rental 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 Linkt or obtained by Linkt from third parties.

Linkt Consumer Rental Product Information means any information relating to You or Your Linkt Rental Product, Your Vehicle, the location of Your Vehicle at any time, the direction of travel, or video and/or camera surveillance operated at Toll Roads. Linkt Rental Product Information may without limitation 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 Contract, Linkt Rental 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 Linkt or obtained by Linkt from third parties.

Linkt Rental Account means the Linkt Rental Account of the Consumer Customer or the Linkt Rental Account of the Commercial Customer (as applicable), each set up by Linkt.

Linkt Rental Product means the indirect toll billing facility that utilises the Linkt retail platform and Europcar' systems to communicate with and charge You as a result of travel by Vehicles on Toll Roads.

Linkt Rental Product System means the entire system relating to tagless tolling operated by Linkt for the Linkt Rental Product.

Linkt Terms and Conditions means this Annexure B to the Rental Contract.

Nominated Card means a valid credit card or debit card nominated by a Consumer Customer as the source of payment for all Tolls and Fees.

Nominated Card Holder means a person other than the Consumer Customer who holds a Nominated Card.

Number Plate means the physical plate which contains the Vehicle's registration number.

Payment Date means the date on which a transaction is recorded on Your Linkt Rental Account.

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 Linkt Rental Product;
 - (iii) verification of Your Rental Contract;
 - (iv) obtaining feedback about the Linkt Rental Product; and
 - (v) analysing information for product development in connection with the Linkt Rental Product System, traffic conditions, travel times and road usage and disclosing aggregate information (including to the public) excluding any Personal Information of Consumer Customers and Commercial Customers including their Personnel;
- (b) disclosure to any State Roads Authority for any purpose in connection with Toll Roads;
- (c) auditing of the Linkt Rental Product System;
- (d) law enforcement;

- (e) the enforcement of a law imposing pecuniary penalty;
- (f) the protection of the public revenue;
- (g) road safety;
- (h) release of information to solicitors acting as agents for their clients in relation to motor vehicle accidents where Linkt is compelled to do so by a court order;
- (i) obtaining advice and professional services on a confidential basis; and
- (j) such other purposes as are permitted by Privacy Laws.

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.

Personnel means the directors, officers, agents, employees, individual contractors or subcontractors of a Commercial Customer who are permitted to rent Vehicles.

Privacy Laws means the privacy laws which apply to Linkt from time to time, including the *Privacy Act 1988* (Cth) (including the Australian Privacy Principles found in Schedule 1 to that Act), the *Spam Act 2003* (Cth), the *Do Not Call Register Act 2006* (Cth), the *Telemarketing and Research Calls Industry Standard 2017* (Cth), the *Fax Marketing Industry Standard 2011* (Cth), the *Privacy and Personal Information Protection Act 1998* (NSW) (to the extent applicable to Linkt) and any other current or future legislation, mandatory codes and policies relating to the handling of Personal Information which apply to Linkt.

Registration Number means the combination of numbers, letters or numbers and letters on the Number Plate of Your Nominated Vehicle, as assigned to that vehicle by the relevant vehicle registration authority (e.g. TfNSW).

Related Body Corporate has the meaning given to that term in the *Corporations Act 2001* (Cth).

Rental Contract means the agreement entered into between You and Europcar for the rental of Vehicles by You.

Rental Service Fee means the rental service fee described in Part C.

Secretary to the Department of Transport means the secretary to the Department of Transport in the State of Victoria, with the functions provided by section 33A of the Transport Integration Act 2010 (Vic).

State Roads Authority means TfNSW, Secretary to the Department of Transport and the Department of Transport and Main Roads.

TfNSW means Transport for NSW ABN 18 804 239 602 a NSW Government agency constituted under the *Transport Administration Act 1988* (NSW), including Roads and Maritime Services (ABN 76 236 371 088).

Toll means all toll charges or other fees and charges imposed by Linkt or the operator of a Toll Road for, or taxes payable in respect of, each Trip taken by a Vehicle for use of that Toll Road.

Toll Roads means toll roads in the Commonwealth of Australia, in respect of which the Linkt Rental Product is offered by Linkt.

Trip means the driving of a Vehicle in one continuous direction on a Toll Road through one or more Electronic Toll Points uninterrupted by exit and subsequent re-entry on that Toll Road.

Vehicle means the vehicle described in the Rental Contract that has been rented to a Consumer Customer by Europcar or a vehicle that is rented to Personnel of a Commercial Customer, pursuant to the Rental Contract.

You or **Your** refers to the Consumer Customer or Personnel (as applicable) that has agreed to be bound to these Linkt Terms and Conditions and with whom the Rental Contract is made.

Part B: Privacy and Credit Reporting Notice

Linkt's combined privacy and credit reporting collection statement

What information is being collected

Personal Information and Credit-Related Information about You is being collected by Linkt.

Purpose of collection

Linkt collects Personal Information, including Linkt Commercial Rental Product Information and Linkt Consumer Rental Product Information, about You in order to provide the Linkt Rental Product in respect of Vehicles rented from Europcar. Linkt may collect this information from You or from Europcar. Linkt may also collect Credit-Related Information about You from the Credit Reporting Bodies that Linkt deals with and from other Credit Providers who have provided credit to You. You are not required by law to provide Linkt Commercial Rental Product Information or Linkt Consumer Rental Product Information to Linkt, but if this information is not provided, Linkt will not be able to provide the Linkt Rental Product to You.

Use

Linkt only uses the Personal Information and Credit-Related Information that Linkt collects about You to provide the Linkt Rental Product, to arrange payment for any Tolls and Fees that You incur for Trips undertaken by Vehicles and for the other Permitted Purposes set out above. Linkt also uses Personal Information and Credit-Related Information to perform its business functions solely for the purpose of undertaking its obligations under these Linkt Terms and Conditions.

Disclosure

Linkt may disclose the information that it collects about You to a State Roads Authority, Authorised Information Recipients and Linkt's Associated Contractors.

Depending on the circumstances, Linkt may also disclose the information that it collects about You to other Credit Providers and Credit Reporting Bodies, insurers, third party toll operators, debt collection agencies, government authorities (where required or authorised by law) and Linkt's related entities.

Overseas disclosures

In some circumstances, Linkt may hold Personal Information and Credit-Related Information in a different Australian State or Territory or disclose Personal Information and Credit-Related Information to recipients (including Linkt's Associated Contractors) located outside Australia in accordance with any applicable Privacy Laws, including in the Philippines and any other countries listed in Linkt's privacy policy available at <http://www.linkt.com.au/legal/policies/transurban-privacy-policy> from time to time.

Your rights

You have a right to access the Personal Information and Credit-Related Information that Linkt holds about You, to correct that Personal Information and Credit-Related Information and to make a complaint about Linkt's handling of Personal Information and Credit-Related Information. More information about how to access and correct Personal Information and Credit-Related Information that Linkt holds about You and how to lodge a complaint relating to Linkt's treatment of Personal Information and Credit-Related Information (and how Linkt will deal with complaints) can be found:

- in relation to Personal Information, in **Linkt's privacy policy** available at <http://www.linkt.com.au/legal/policies/transurban-privacy-policy>; and
- in relation to Credit-Related Information, in **Linkt's credit reporting policy** available at <http://www.linkt.com.au/legal/policies/transurban-privacy-policy> or a copy may be obtained in an alternative format by contacting Linkt using the contact details set out above.

Other credit-related matters

Credit Reporting Bodies collect a range of Credit-Related Information about individuals and use that information to provide a credit-related service to their customers (which includes Linkt). The Credit Reporting Bodies that Linkt may disclose Credit-Related Information to are Equifax Australia, which may be contacted at 138 332 and any additional Credit Reporting Body notified to You by Linkt.

Where Linkt provides Credit-Related Information to these Credit Reporting Bodies, they may include this information in reports that they subsequently provide about You to other Credit Providers in order to assist those entities to assess their credit worthiness. You have a right to obtain a copy of the credit reporting policies of any Credit Reporting Bodies that Linkt discloses Your Credit-Related Information to. If You would like to obtain a copy of any of these policies, You should contact the relevant Credit Reporting Body directly using the contact details set out above (or as notified to You by Linkt).

If You believe that You have been a victim of fraud or identity theft, You have a right to contact the Credit Reporting Bodies and ask them not to disclose Your Credit-Related Information. If You would like to make such a request, please contact the Credit Reporting Bodies directly using the contact details set out above (or as notified to You by Linkt).

If You do not pay for any Tolls and Fees payable in accordance with these Linkt Terms and Conditions, if You defraud Linkt or try to do so, or if You otherwise commit a serious credit infringement, Linkt may disclose details of these defaults to the Credit Reporting Bodies that Linkt deals with in accordance with applicable laws. If Linkt needs to take these steps, this may affect Your ability to obtain a loan or other credit in the future.

Part C: Fee schedule

Fee	Explanation	Amount
Rental Service Fee	The fee charged by Linkt for each day per Rental Contract where a Vehicle incurs a Toll on a Toll Road.	<p>\$3.30 (including GST) per calendar day, for each calendar day that any single Vehicle incurs a Toll on a Toll Road.</p> <p>You agree that the Rental Service Fee will be as revised from time to time in accordance with the Rental Contract.</p>

Part D: Contact details

Contact	Contact details
Linkt	<p>Telephone: 13 33 31</p> <p>Email: customersyd@linkt.com.au</p>
Linkt Customer Resolutions Team	<p>Telephone: 1300 381 570</p> <p>Email: resolve@transurban.com</p>
Tolling Customer Ombudsman	<p>Telephone: 1800 145 009</p> <p>Email: admin@tollingombudsman.com.au</p>