

## **EAST COAST CAR RENTALS / SIXT TERMS & CONDITIONS OF RENTAL**

### **1. Your Rental Contract**

- 1.1 This Contract (Rental Contract) You have entered into with East Coast Car Rentals / Sixt comprises the rental document for the hire of the Vehicle (**Rental Agreement**) and these terms and conditions of rental (**Terms and Conditions**). When We refer to the Rental Contract We mean both the Rental Agreement and the Terms and Conditions.
- 1.2 The date of the Rental Contract is the date that is shown in the Rental Agreement.
- 1.3 Please read the Rental Contract carefully. If there is anything that You 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 are bound by it.
- 1.4 There are words and phrases used in the Rental Contract that have a particular meaning that You need to be familiar with.

**Accident** means an unintended and unforeseen collision between the Vehicle and any other object, including another vehicle, that results in Damage or Third Party Loss.

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

**Authorised Driver** means any driver approved and recorded by Us, either on the Rental Agreement or by prior written agreement.

**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.

**Customer Own Insurance** means that You have a Corporate Services Agreement with Us under which Your Rental Contract provides no 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 requires repair or replacement, subject to reasonable wear and tear;
- (b) towing and salvage fees;
- (c) assessing fees; and
- (d) Loss of Use.

**Damage Cover Products** means products You may purchase at the Start of Rental at extra cost to reduce Your excess liability.

**Debit Card** means Debit MasterCard or Visa Debit Card.

**East Coast Car Rentals** means Rental Car Holdings Pty Ltd ABN 33 129 240 268 trading as East Coast Car Rentals.

**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.

**Final Inspection** means the inspection carried out after We have taken possession of and fully examined and cleaned the Vehicle at the end of the Rental Period.

**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 nor 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; or
- (b) 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.

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

**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.

**Serious Breach** means a breach of any of clauses 5.3, 7.2, 7.3, 7.5, 7.7, 7.10 or 7.11 that causes Damage, theft of the Vehicle or Third Party Loss.

**Sixt** means Rental Car Holdings Pty Ltd ABN 33 129 240 268 trading as Sixt.

**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, 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 road way or any object or obstruction including kerbs, gutters, speed or road humps, barriers or wheel stops.

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

**Vehicle** means the vehicle described in the Rental Agreement and includes its parts, components, accessories, keys, keyless start or remote control device, audio equipment and tools or any vehicle substituted by Us pursuant to the Rental Contract.

**We, Us, Our** means East Coast Car Rentals / Sixt as shown in the Rental Agreement.

**Windscreen** means front windscreen of the vehicle.

**You, Your** means the person, firm, company or organisation renting the Vehicle or any Authorised Driver shown in the Rental Agreement.

**Your East Coast Car Rentals / Sixt Account** means Your credit card, East Coast Car Rentals / Sixt charge account or Debit Card nominated at the Start of Rental for the debiting of charges under the Rental Contract.

## **2 Rental Period**

- 2.1 Your rental of the Vehicle from Us is for the Rental Period and at the rate shown in the Rental Agreement.
- 2.2 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 earlier than the date shown in the Rental Agreement the daily rate payable will be adjusted to reflect the daily rates that apply for shorter rentals.
- 2.3 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 2 hours prior to the expiration of the Rental Period. Any extension is strictly subject to availability.

- 2.4 If We have agreed to an extension of the Rental Period and Your extended Rental Period is longer than 30 days, You **must** take the Vehicle to Your nearest East Coast Car Rentals / Sixt 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.
- 2.5 If You fail to notify Us at least 2 hours before the expiration of the Rental Period that You require an extension, We may:
  - (a) terminate the Rental Contract; and
  - (b) recover the Vehicle by lawful means.
- 2.6 A 'No Show' fee may apply if You fail to notify Us of Your intended cancellation prior to the date and time of the commencement of Your reservation.

### **3 Costs, charges & payment**

- 3.1 At the Start of Rental You **must** provide Your credit card or Debit Card to pay Your total estimated Rental Charges plus a deposit, as security. Payment by Debit Card is not acceptable on all Vehicles or at all Rental Stations and You should check with the Rental Station that Your proposed means of payment is acceptable to Us before signing the Rental Contract.
- 3.2 When collecting the Vehicle the primary cardholder **must** be present.
- 3.3 At the end of the Rental Period You **must** pay Us:
  - (a) any outstanding Rental Charges;
  - (b) all reasonable costs to return the Vehicle to the same condition it was in at the Start of Rental, including but not limited to extra cleaning and subject to reasonable wear and tear; and
  - (c) any amounts payable under clauses:
    - (i) 3.6 (fines, infringements, penalties and court fees);
    - (ii) 4.1 (Damage Liability Fee); and
    - (iii) 5.1 to 5.4 (inclusive) (Exclusions to Damage Cover).
- 3.4 If You extend the Rental Period from that shown in the Rental Agreement 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.
- 3.5 The Vehicle is supplied with a full tank of fuel where possible. If you return the Vehicle without a full tank of fuel or less fuel than when it was rented a refuelling charge will apply. You must also pay for any fuel used for the delivery and collection service.
- 3.6 You are liable for and **must** pay:
  - (a) speeding and traffic fines, infringements and penalties arising from the use of the Vehicle;
  - (b) fines, infringements and penalties arising from parking, clamping, towing, or release of the Vehicle from compounds; and
  - (c) all court fees or costs arising from sub-clauses (a) or (b).
- 3.7 We may supply Your details to any regulatory authority upon its request and an administrative fee applies if We do.
- 3.8 If We have paid any amount for which You are liable pursuant to clauses 3.6 or 3.7 You will also be charged that amount together with an administrative fee.
- 3.9 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. If a refund is due to You it will be credited to Your East Coast Car Rentals / Sixt Account. If any amount is due to Us You authorise Us to charge Your East Coast Car Rentals / Sixt Account with that amount, including an amount up to the Excess and any amounts payable under clauses 3.3 to 3.7 (inclusive) or 5.1 to 5.4 (inclusive) . These

- charges may be made at any time during or after the end of the Rental Period.
- 3.10 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 East Coast Car Rentals / Sixt Account.
- 3.11 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 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 Excess**

- 4.1 If there is Damage, theft of the Vehicle or Third Party Loss for each separate Accident or theft You **must** pay up to the Excess shown in the Rental Agreement unless Your Rental Contract is for Customer Own Insurance.
- 4.2 Subject to clause 5, Your Excess liability is reduced if You purchase Loss Damage Waiver (**LDW**).
- 4.3 You will not have to pay the Excess shown in the Rental Agreement for a claim if acting reasonably We agree that You were not at fault and:
- (a) You are ordinarily an Australian resident;
  - (b) You hold an Australian drivers licence;
  - (c) 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; and
  - (d) 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.
- 4.4 If the Excess is payable under clauses 4.1 and 4.2:
- (a) upon inspection of the Vehicle We may make a reasonable estimate of Damage and debit Your East Coast Car Rentals / Sixt Account that estimated amount up to but not exceeding the Excess shown in Your Rental Agreement; and
  - (b) once Damage has been assessed We will:
    - (i) debit Your East Coast Car Rentals / Sixt Account with the difference up to a total amount not exceeding the Excess shown in Your Rental Agreement if the assessed amount is greater than the estimate; or
    - (ii) credit Your East Coast Car Rentals / Sixt Account with the difference if the assessed amount is less than the estimate, and forward to You a tax invoice for the assessed amount;
  - (c) if We receive notification of Third Party Loss We will make a reasonable estimate of Your liability for that loss and:
    - (i) debit Your East Coast Car Rentals / Sixt Account for the amount of that estimate; or
    - (ii) if an amount has already been debited under subclauses (a) or (b), debit Your East Coast Car Rentals / Sixt Account for the additional amount of that estimate, up to but not exceeding the Excess shown in the Rental Agreement.

- 4.5 We will refund:
- (a) the Excess paid pursuant to clause 4.4:
    - (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; or
    - (ii) on a pro rata basis if We recover only a proportion of any amount claimed for Damage; or
  - (b) any surplus amount if a claim for Third Party Loss is rejected or defended for an amount less than the Excess paid pursuant to clause 4.5.
- 4.6 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 You have **no cover** if there is a Serious Breach of the Rental Contract even if Damage Cover Products have been purchased and the Excess has been paid.
- 5.2 You have **no cover** for Damage to the Vehicle's front windscreen or tyres unless You have purchased Windscreen and Tyre Protection. This protection covers You for chips, stars and cracks to the front windscreen and punctures, cuts and abrasions to the tyres caused during normal driving conditions.
- 5.3 Even if You purchase one of Our Damage Cover Products and You pay the Excess You have no cover, for:
- (a) Damage or Third Party Loss caused by the use of the Vehicle in any area prohibited by the Rental Contract;
  - (b) Overhead Damage;
  - (c) Damage, Underbody Damage or Third Party Loss caused deliberately or recklessly by You, any unauthorised driver or any passenger of the Vehicle;
  - (d) 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;
  - (e) Damage caused by use of the incorrect fuel type;
  - (f) 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; or
  - (g) 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.
- 5.4 There is also **no cover** for:
- (a) 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;
  - (b) 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;
  - (c) 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
  - (d) Damage, theft of the Vehicle or Third Party Loss if Your Rental Contract is for Customer Own Insurance.

## **6 Customer Own Insurance**

- 6.1 If You have a Corporate Services Agreement with Us that provides for Customer

Own Insurance and if Your Rental Agreement records that Your Rental Contract is for Customer Own Insurance:

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

## **7 Your responsibilities**

7.1 In this section, We set out the responsibilities You have to Us when You hire one of Our Vehicles.

7.2 The Vehicle **must** only be driven by You. We may also approve additional Authorised Drivers and an extra charge will apply for each driver.

7.3 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, unrestricted driving licence for the Rental Period valid and appropriate for the class of Vehicle, that shows Your current residential address and which is written in English or an international licence translated into English.
- (c) Drivers who hold a valid Provisional Drivers Licence (P Plate) may rent under the following conditions:
  - (i) The Provisional driver must have held his/her Provisional licence for a minimum period of the 12 months at the time of commencement of the rental.
  - (ii) The Provisional driver must accept the full Loss Damage Waiver Option.

7.4 You **must** also:

- (a) allow Us to inspect Your licence at any time during the Rental Period;
- (b) 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
- (c) tell Us if You will be using the Vehicle to drive interstate.

7.5 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 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;
- (b) keep the Vehicle locked and secure 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 levels and tyre pressures; and
- (d) use the correct fuel type.

7.6 During the Rental Period You **must** also:

- (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 reasonable wear and tear;
- (d) adhere to any mileage instructions displayed in the Vehicle or set by the Rental Station; and
- (e) immediately upon request provide Us and any regulatory authority Your full, accurate and up-to-date information relating to the use of the Vehicle during the Rental Period.

**7.7 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 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 any illegal purpose;
- (i) sell, rent or dispose of the Vehicle; or
- (j) register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009.

**7.8 You must not:**

- (a) use a mobile phone or a GPS unit whilst the Vehicle is in motion or stationary; but not parked unless the body of the phone or GPS unit is affixed to the Vehicle and the phone or GPS unit is not being held or touched at any time whilst being used;
- (b) 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;
- (c) leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator;
- (d) modify the Vehicle in any way and no roof racks or towbars are permitted unless fitted by Us;
- (e) use the Vehicle for the transport of passengers or property for hire, fare or reward unless the Vehicle is a Commercial Vehicle and You have Our prior written authority; or
- (f) use the Vehicle for transporting any animals, unless specifically approved by Us. Additional cleaning charges may apply.

**7.9 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 will apply if there is a breach of this condition.**

- 7.10 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 and unless We have given Our prior written consent, You **must never** take the Vehicle:
- (a) on any Unsealed Road;
  - (b) above the Snow Line;
  - (c) Off Road;
  - (d) between mainland Australia and Tasmania in either direction, or into or out of the Northern Territory or Western Australia;
  - (e) onto any island with the exception of:
    - (i) Kangaroo Island;
    - (ii) Stradbroke Island;
    - (iii) Magnetic Island;
    - (iv) Bribie Island;
    - (v) Phillip Island; or
    - (vi) Bruny Island,
  - (f) Any towing or recovery costs incurred whilst on any islands stated in clause 7.10 (e) will be at Your expense and there is no guarantee that a replacement vehicle will be provided;
  - (g) through any river, stream, creek or tidal crossing;
  - (h) 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;
  - (i) on any road where the police or any government or statutory authority has issued a warning, caution or which has been closed;
  - (j) onto any road where We have notified You that the use of the Vehicle is prohibited;
  - (k) 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;
  - (l) on the Tanami Track and the Gunbarrel Highway in Western Australia and the Northern Territory; or
  - (m) on the road from Jim Jim Falls to Twin Falls in the Northern Territory.
- 7.11 There are other prohibited areas where You must never take the Vehicle:
- (a) For rentals commenced in Western Australia:
    - (i) on the Gibb River Road;
    - (ii) on the Cape Leveque Road;
    - (iii) on the road to Windjana Gorge;
    - (iv) on the Cardabia - Ningaloo Road; or
    - (v) on the access road from the Great Northern Highway to the Purnululu National Park, commonly known as the Bungle Bungles; or
  - (b) For rentals commenced in the Northern Territory on the Larapinta and Namitjira Drives, commonly known as the Mereenie Loop.

## **8 Our responsibilities**

- 8.1 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.



- 8.2 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.
- 8.3 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 4 working hours of the Final Inspection.
- 8.4 We are only responsible for any direct loss that You suffer as a result of Our breach of the Rental Contract. We are not responsible for missed flights, disrupted travel or holiday plans, loss of enjoyment or opportunity, indirect or consequential loss.

## **9 Roadside Assistance, breakdown, accident & repair**

- 9.1 Free roadside assistance is provided for inherent mechanical faults in the Vehicle but fees and charges apply for all other faults or driver induced errors. Generally, these fees and charges range from \$100 plus GST to \$600 plus GST and apply to faults and driver induced errors such as:
  - (a) a flat battery;
  - (b) lost keys, a keyless start or remote control device;
  - (c) unlocking the Vehicle when the key, keyless start or remote control device have been locked in it; and
  - (d) changing a wheel as the result of a flat tyre.
- 9.2 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.
- 9.3 If:
  - (a) a warning light or fault message appears;
  - (b) You see or become aware of low engine or brake oils, engine coolant levels or tyre pressures; or
  - (c) 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 not use the Vehicle unless We have authorised You to do so. If You fail to notify Us and continue to use the Vehicle You will be responsible for any Damage or Third Party Loss.
- 9.4 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. 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.
- 9.5 You **must** immediately report any Accident or theft of the Vehicle to Us in writing and complete all documentation that We require and forward any Third Party correspondence or court documents to Us within 7 days of receipt.
- 9.6 If You 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.
- 9.9 If the Vehicle is stolen a report must be made to the police immediately the theft is discovered.

9.10 If You have an Accident You **must** also:

- (a) make the Vehicle secure;
- (b) get the names and addresses of all persons involved, including witnesses;
- (c) supply Us with any information concerning the driver of the Vehicle and You must allow Us direct access to the driver of the Vehicle and You **must** fully co-operate in allowing Us to gain such access;
- (d) not make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability;
- (e) permit and assist Us to bring, defend, enforce or settle any legal proceedings against a third party, including attending at a lawyer's office and/or court; and
- (f) 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.

## **10 End of the Rental Contract**

10.1 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 reasonable wear and tear; and
- (c) at the date and time set in the Rental Agreement.

10.2 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.

10.3 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 the standard rate for the Vehicle for the whole Rental Period; 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.

10.4 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 an East Coast Car Rentals / Sixt 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 Final Inspection has been conducted in accordance with clause 8.3.

10.5 If a bond has been prepaid to Us it is fully refundable to You provided that at the end of the Rental Period:

- (a) all amounts due to Us under the Rental Contract have been paid;
- (b) the Vehicle has been returned to the Rental Station at the date and time set in the Rental Agreement;
- (c) there is no Damage or Third Party Loss;
- (d) the interior and exterior are clean;
- (e) the Vehicle has a full tank of fuel; and
- (f) there has not been a Serious Breach of the Rental Contract. We reserve the right to retain all or part of a bond if there is a breach of any of these conditions.

## **11 Termination of the Rental Contract**

11.1 We may terminate the Rental Contract and take immediate possession of the Vehicle if

You commit:

- (a) a Serious Breach of the Rental Contract; or
- (b) a reckless breach of road or traffic legislation.

11.2 If the Rental Contract is terminated by Us pursuant to clause 11.1:

- (a) You **must** pay for:
  - (i) Damage;
  - (ii) loss 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) roadside assistance;
  - (vii) administrative and legal costs of recovery; and
  - (viii) the Rental Charges;
- (b) it will not affect Our right to receive any money We are owed under the Rental Contract; and
- (c) You give Us permission to access and enter Your premises to repossess the Vehicle without using unreasonable force or causing damage.

## **12 Applicable law**

12.1 You have consumer rights conferred by the Australian Consumer Law 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 that law or any other Federal, State or Territory legislation.

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

## **13 Dispute Resolution**

13.1 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.

13.2 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.

13.3 We will advise You of the final outcome of Your IDR referral within 15 business days of receipt of that referral.

13.4 Referrals to Our IDR process can be to any of the following:

Post: Customer Service  
East Coast Car Rentals / Sixt,  
PO Box 1318, Surfers Paradise QLD 4217 Australia  
Phone: 1800 EASTCOAST / 1800 SIXT AU  
Email: [customer.service@eccr.com.au](mailto:customer.service@eccr.com.au) / [customer.service@sixt.com.au](mailto:customer.service@sixt.com.au)  
Fax: +61 7 5570 3098

13.5 If you are not satisfied with Our Internal Dispute Resolution process, you may contact the Australian Car Rental Conciliation Service to any of the following:

Web: [www.carrentalconciliation.com](http://www.carrentalconciliation.com)  
Tel: 1800 366 840

## **14 Privacy policy**

14.1 The terms of Our Privacy Policy (available at [www.eastcoastcarrentals.com.au](http://www.eastcoastcarrentals.com.au)) form

part of these terms and conditions. Our Privacy Policy sets out how We collect, use, store and disclose Your personal information.

- 14.2 If We do not collect Personal Information from You, We will not be able to rent You a Vehicle and if any of the Personal Information You provide is incomplete or inaccurate, the quality of Our services may be compromised.
- 14.3 By entering into the Rental Contract with Us and by providing Us with personal information, You represent to Us and We proceed on the basis that You have read and agree to the terms of Our Privacy Policy.
- 14.4 We may use GPS tracking or other electronic tools (**GPS Device**) to enable the geographical location of the Vehicle to be tracked or located. By hiring an East Coast Car Rentals / Sixt Vehicle You expressly consent to Us using a GPS Device on the Vehicle during the Rental Period and collecting, using and retaining information from the GPS Device.
- 14.5 If You default in the payment of any moneys owed to Us under clause 3.3, You authorise Us to provide information of that default to a credit reporting body and to obtain an up to date consumer credit report on You. Personal information may be used and disclosed by the credit reporting body in accordance with the Privacy Act to create or maintain a credit information file containing information about You, including defaults in excess of 60 days and the debt owed to Us.

## ROADS AND MARITIME SERVICES TERMS AND CONDITIONS

Roads and Maritime Services (ABN 76 236 371 088) (RMS), through Rental Co as RMS agent, offers and E-Toll Facility to You on these RMS Terms and Conditions which comprise:

- (a) The RMS E-Toll Facility Terms and Conditions: and
- (b) The RMS Privacy Consent and Agreement

I have read, understood and agree to be bound by these RMS Terms and Conditions, Including the obligation to pay RMS a Service Fee of \$3.30 for each calendar day on which the Vehicle incurs a Toll.

## RMS E-TOLL FACILITY TERMS AND CONDITIONS

### 1. Your E-Toll Facility

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

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

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

### 3. Payment methods and authority

#### Payment by nominated card

- (a) You
  - (i) Promise to RMS that You are authorised to use the Nominated Card to meet Your payment obligations under these RMS Terms and Conditions; and
  - (ii) Authorise RMS to debit amounts from, or credit funds to, the Nominated Card in respect of Tolls and Fees and other amounts payable to, or from RMS Terms and Conditions.
- (b) RMS will debit Tolls and Fees from the Nominated Card as soon as practicable after

the relevant Tolls and Fees are incurred or, where applicable, notified to RMS by a toll road operator.

- (c) If:
  - (i) There are insufficient funds available in the Nominated Card to meet your payment obligations under these RMS Terms and Conditions; or
  - (ii) A transaction on the Nominated Card is declined for any reason save for:
    - (A) The negligence of, or wilful misconduct by RMS or any of its officers, employees or agents; or
    - (B) An RMS systems error,

You will be charged a Dishonour Fee by RMS and You (or, if relevant, the Nominated Card Holder) may be charged fees, charges and interest by Your financial institution or, if relevant, the financial institution of the Nominated Card Holder.
- (d) You must ensure that You immediately provide RMS with details for an alternative Nominated Card, which can be used to meet Your obligations under these RMS Terms and Conditions, and an authority for RMS to debit the alternative Nominated Card, if:
  - (i) The existing Nominated Card is cancelled, suspended or is otherwise not useable; or
  - (ii) The existing Nominated Card Holder cancels Your authorisation to use the existing Nominated Card.

*Payment by RMS Corporate Account Holder*

- (e) If You are using a Rental Co Corporate Account to pay for the rental of the Vehicle, or have otherwise nominated a Rental Co Corporate Account for the payment of Tolls and Fees:
  - (i) You promise to RMS that you are authorised to incur Tolls and Fees and to have those Tolls and Fees debited to the RMS Corporate Account; and
  - (ii) RMS will also issue Your RMS Corporate Account Holder with a monthly invoice recording all Tolls and Fees incurred or, where applicable, notified to RMS by a toll road operator.
- (f) You must immediately provide RMS with updated or alternate payment method details if the RMS Corporate Account is cancelled or altered or if You are no longer authorised to incur Tolls and Fees on that RMS Corporate Account.

**4. Errors in charging Tolls and Fees**

- (a) If RMS incorrectly credits You with or pays to You an amount in connection with Your E-toll Facility RMS may recover that amount from You provided that RMS has given You 10 days prior written notice of its intention to do so.
- (b) RMS will pay, within a reasonable time, any refund due to You in connection with Your E-toll Facility by such method as RMS may reasonably choose.

**5. E-toll Facility Transaction Summary**

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

**6. Lost, stolen or malfunctioning Tags**

- (a) You must immediately inform Rental Co if either of the following occur;
  - (i) The Tag is lost or stolen or You become aware that the Tag malfunctions or is in any way defective; or
  - (ii) The vehicle is lost or stolen.

- (b) If you inform Rental Co that the Tag is malfunctioning or is in any way defective, Your E-toll Facility will still enable You to use the E-toll System and to pay Tolls and Fees in accordance with these RMS Terms and Conditions and You will continue to be liable for Tolls and Fees.
- (c) If the Tag or the Vehicle is lost or stolen and You have immediately informed Rental Co. You will not be liable for Tolls and Fees incurred by that Tag or Vehicle from the time that You have informed Rental Co.

## 7. GST

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

## 8. General

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

## 9. Definitions.

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

**“Authorised Driver”** means each “Hirer”, “Customer”, “Driver” or “Additional Driver(s)” specified in Your Rental Agreement.

**“Authorised Representative”** means an individual who is 18 years or older and who is authorised by You to use and access Your E-Toll Facility.

**“Credit Reporting Agency”** means a corporation that carries on a credit reporting business.

**“Dishonour Fee”** means a fee of \$1.15.

**“Electronic Tolling Lane”** means a Tolling Lane which is designated as permitting the payment of Tolls by electronic means.

**“E-Toll Facility”** means the facility described in clause 1(a).

**“E-Toll System”** means the entire system relating to electronic tolling operated by RMS, any operator of a toll road or any Tag Issuer or Pass Issuer.

**“Fees”** means each of the fees and costs (and any taxes applicable to them) described in clauses 2(a)(ii) – 2 (a)(v) inclusive of these RMS Terms and Conditions.

**“GST”** has the same meaning as In a New Tax System (goods and Services Tax) Act 1999 (Cth)

**“Nominated Card”** means a valid credit card or Master Card or Visa branded debit card nominated by You as the source of payment for all Tolls and Fees.

**“Nominated Card Holder”** means a person other than You who holds a Nominated Card.

**“Pass Issuer”** means a toll road operator that uses the E-Toll System and issues, or an entity that does not operate a toll road but issues, passes or other electronic or video tolling products for the purpose of the E-Toll System.

**“Processing Fee”** means in relation to a Transaction Summary delivered:

- (a) By mail, a fee of \$5.00; or
- (b) By email, a fee of \$2.20.

**“Rental Agreement”** means the agreement entered into between You and Rental Co comprising the document titled “Rental Agreement” and any other document given to You

by Rental Co at Vehicle pick-up.

**“Rental Co”** means Rental Car Holdings Pty Ltd trading as East Coast Car Rentals / Sixt (ABN 33 129 240 268)

**“Rental Co Corporate Account”** means a charge account established by a RMS Corporate Account Holder with Rental Co for the payment of the rental of the Vehicle.

**“RMS Corporate Account”** means a charge account established by a person with RMS for the payment of Tolls and Fees.

**“RMS Corporate Account Holder”** means the person with whom the RMS Corporate Account has been established.

**“RMS Terms and Conditions”** means these Roads and Maritime Services Terms and Conditions which comprise the “RMS E-Toll Facility Terms and Conditions” and the “RMS Privacy Consent and Agreement”.

**“Service Fee”** means a fee of \$3.30.

**“Tag”** means the RMS device installed in the Vehicle to enable the payment of Tolls by electronic means.

**“Tag Issuer”** means a toll road operator who uses the E-toll System and issues tags, or an entity that does not operate a toll road but issues tags for the purpose of the E-Toll System.

**“Toll”** means all toll charges or other fees and charges imposed by the operator of a toll road for, or taxes payable in respect of each Trip taken by the Vehicle during the period in which You have hired the Vehicle.

**“Tolling Lane”** means a lane on a toll road at a toll collection point.

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

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

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

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

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

## **10. Interpretation**

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

## **RMS PRIVACY CONSENT AND AGREEMENT**

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

This RMS Privacy Consent and Agreement contains consents and promises from You in relation to E-toll information collected from You and from third parties to enable RMS and others to collect, use and disclose it for Permitted Purposes. You are not required by law to provide E-Toll information to RMS, but if You do not, RMS will not be able to provide the



E-Toll Facility to you. Your Personal Information will be held by RMS at Level 3, Octagon Building, 99 Phillip Street, Parramatta, or at any new or additional address or addresses disclosed in RMS privacy policy from time to time.

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

#### **Consents given by You**

1. In exchange for RMS providing the E-Toll Facility, You consent to and authorise:
  - (a) Collection of E-Toll information any Authorised Information Recipient from any person (including from Rental Co and from video and/or camera surveillance of toll roads conducted by RMS or third parties for traffic management or toll violation enforcement purposes);
  - (b) Use and disclosure of E-Toll information by and to Authorised Information Recipients for the Permitted Purposes;
  - (c) Disclosure of E-toll information in online accounts accessible to any person with access to Your Agreement Number and surname; and
  - (d) Disclosure of E-toll information to persons outside Australia for the Permitted Purposes on the basis that RMS is not required to ensure that any overseas recipient complies with the Privacy Laws.

#### **Promises made by You**

2. You promise that:
  - (a) Prior to disclosing any information to RMS or Rental Co about an Individual, You have obtained their consent to the matters in clause 1 of this RMS Privacy Consent and Agreement: and
  - (b) All information You provide to RMS about You or any individual is or will be accurate, complete and up-to-date and will not be false or misleading.

#### **Definitions**

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

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

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

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

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

- (a) You; or
- (b) Any individual

Including a name, address, phone number, email address, drivers licence number, date of birth, Vehicle hire and usage information, billing or financial information. Rental Agreement.

Nominated Card and other Personal information contained in video and/or camera surveillance of toll roads for traffic management or toll violation enforcement purposes conducted by RMS or obtained by RMS for third parties.

**“Individual”** means any individual, including any Authorised Driver, Authorised Representative, and Nominated Card Holder.

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

**“Permitted Purposes”** means any one or more of:

- (a) Facilitating the use of and carrying out functions and activities relating to: (i) tolls and their enforcement; (ii) the E-Toll System; (iii) any cashback system; (iv) Your E-Toll Facility and Tags; (v) verification of Your Rental Agreement (including verifying the details of a Nominated Card Holder); (vi) obtaining feedback about the E-toll System and Your E-toll Facility; and (vii) analysing information relating to traffic conditions, travel times and road usage and disclosing aggregate information (including to the public);
- (b) Auditing of the E-Toll System;
- (c) Law enforcement;
- (d) The enforcement of a law imposing pecuniary penalty;
- (e) The protection of the public revenue;
- (f) Road safety;
- (g) Release of information to solicitors acting as agents for their clients in relation to motor vehicle accidents where RMS is compelled to do so by a court order;
- (h) Obtaining advice and professional services on a confidential basis
- (i) Market research and statistical analysis;
- (j) Other purposes related to incidental to the purposes listed above; and
- (k) Such other purposes as are permitted by Privacy Laws,

In each case both within and outside NSW.

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

**“Privacy Laws”** means the privacy laws which apply to RMS from time to time, including the Privacy and Personal Information Protection Act 1996 (NSW) for so long as it applies to RMS and any other current or future legislation, mandatory codes and policies relating to the handling of Personal Information which apply to RMS.

Other capitalised terms in this RMS Privacy Consent and Agreement have the meaning given in the RMS E-Toll Facility Terms and Conditions.

Clause 10 of the RMS E- Toll Facility Terms and Conditions applies to the interpretation of this RMS Privacy Consent and Agreement.