

Rental Agreement Part B - Terms and Conditions

Effective April 2008

1. INTERPRETING YOUR RENTAL AGREEMENT

1.1 The Rental Agreement between Europcar and You is made on the date shown on the rental document You have signed in respect of the Vehicle and is made up of that rental document, which is defined as ("Part A"), and these Terms and Conditions.

In these Terms and Conditions:

"Administration Fee" this covers the costs incurred by Europcar for the processing of the Rental Agreement documentation and charges. This charge may vary depending on the location the vehicle is rented from.

"Authorised Driver" means:

- An additional driver who is listed on and signs Part A;
- Your employer or a fellow employee, if either are engaged in activities that are directly related to Your business duties and the Vehicle has been hired by a Corporate Account.

"Commercial Vehicle" means any vehicle used for carrying goods.

"Corporate Account" means a company, association or group which has met the criteria of Europcar Australia or New Zealand and established either a Credit Facility or Direct payment account.

"Credit Card Fee" means the additional payment required where payment of any charge is made by Credit Card. This fee is incorporated with the Administration fee stipulated on Part A of the Rental Agreement.

"Damage Liability Fee" or **"DLF"** means Your contribution to Europcar in the event of an accident or incident involving the Vehicle, subject to clause 8 below.

"Downtime" means the time taken for restoring or repairing any damage to the Vehicle.

"Drop Fee" means a fee applied to a rental where the return location is different to the opening location.

"Europcar" means the person or entity detailed above the words "The Owner" on Part A or where applicable, an independent Europcar System licensee.

"FPP" (Full Protection Package) means the fee to reduce the Damage Liability Fee to zero and, if You accept FPP on Part A, You agree to pay the FPP fee.

"Gazetted Road" means either a sealed or unsealed road regularly maintained by a local, state or government body, authority or council.

"Hirers Liability" in relation to New Zealand rentals has the same meaning as Damage Liability Fee.

"LDW" (Loss Damage Waiver/Reduction) means the fee to reduce the Damage Liability Fee and, if You accept LDW on Part A, You agree to pay the LDW fee.

"Overhead Damage" means any damage to the vehicle at or above the level of the top of the front windscreen of the vehicle.

"PREMIUM" (Premium Location Surcharge) means the percentage fee on Part A charged to You on all charges incurred by You on the Rental Agreement.

"Rental Period" means the period commencing at the time and on the date shown on Part A & ending at the time and on the date that You return (or are regarded as returning under clause 6.3) the Vehicle to Europcar.

"Sealed Road" being a road sealed with a hard material such as tar, bitumen or concrete.

"Snow Coverage" means the fee to allow the Vehicle to be driven in the areas defined at clause 3.3 (o).

"Snow Line" means the gates leading to any of the National Parks or snow fields in Australia between 1 June to 30 October, or where the

Vehicle is driven into areas that require tyre chains to be fitted to the tyres of the Vehicle, or where there are signs indicating that tyre chains are required to be fitted to the tyres of the Vehicle.

"Substitute Vehicle Insurance" means a policy of motor vehicle insurance held by You or an Authorised Driver which covers You or the Authorised Driver while You or they use the Vehicle as a substitute for the vehicle insured under that policy.

"TOL" relates to prepaid electronic tolls in Melbourne and, if You accept TOL on Part A, You agree to pay the daily toll fee.

"TPP" (Total Protection Pack) means the combination of LDW & WHT.

"4WD" (four wheel drive) means any vehicle which the engine can drive all four wheels but specifically excludes Subaru Impreza and all Audi models whatever configuration.

"Vehicle" means the Vehicle described on Part A (or any substitute Vehicle), and includes its parts, components and accessories.

"VRRF" means Vehicle Registration Recovery Fee charged to partially recover the Vehicle registration costs.

"WHT" means the protection for Windscreen, Headlight and Tyre punctures, if You accept WHT on Part A, however it excludes negligence or abuse by You.

"You" or **"Your"** refers to:

- The person(s) with whom the Rental Agreement is made and whose details are stated under the words ("The Renter") on Part A;
- Any Authorised Driver;
- The corporate account whose name appears as CD Name on Part A.

2. DRIVER ELIGIBILITY

2.1 You agree and acknowledge that:

- only You will drive the Vehicle;
- You have not within the three years prior to the Rental Period on Part A been convicted of an offence relating to driving a vehicle:
 - under the influence of alcohol or drugs; or
 - with a blood alcohol level over any legal limit;
- You are 21 years of age or over (higher age limits may apply on some vehicle classes). You must hold a valid current unrestricted motor vehicle driver's licence for the particular class of vehicle hired (learners permits and provisional or probationary licences are not acceptable) unless written permission has been granted by Europcar when establishing a Corporate Account; and
- You have not been refused nor had any motor vehicle insurance cancelled for any reason within the three years prior to the Rental Period on Part A.
- Your driver's licence must be written in English or is an international driver's licence translated in English.

3. WHERE YOU CAN AND CANNOT DRIVE THE VEHICLE

3.1 Subject to clause 3.3 You must only use the Vehicle on a surface which is sealed.

3.2 Subject to clause 3.3 You may use the Vehicle on a gazetted road, if it is a 4WD however this specifically excludes Subaru Impreza, Subaru Outback and all Audi models whatever configuration as per above. In New Zealand You may use any Vehicle on a gazetted road except those roads/areas listed in clause 3.4.

3.3 In Australia You must not drive or take the Vehicle without Europcar's prior written consent:

- to Fraser Island;
- on the Gibb River Road;
- on the Cape Leveque Road and to Windjana Gorge;
- on the Cardabia Ningaloo Road;
- on the road from Jim Jim Falls to Twin Falls;
- on the Larapinta and Namitjira Drives, commonly known as the "Mereenie Loop";

- (g) beyond Chillagoe or Georgetown in a westerly direction;
- (h) beyond Cooktown or Laura in a northerly direction;
- (i) on the Burke Development Road;
- (j) north of Maggieville;
- (k) on unsealed roads north and west of Mt Isa;
- (l) on the Bloomfield track;
- (m) on the Savannah Way;
- (n) on the Tanamai Track;
- (o) above the snow line from 1 June until 30 October each year (unless Snow Coverage is purchased at the commencement of the Rental Period);

and in no circumstances

- (p) on beaches or through streams, dams, rivers, or flood waters;
- (q) on flood prone roads or any roadway where the Police or any other Government authority has issued a warning or caution.

Where such prior written permission is granted the only vehicles permitted are full sized 4WD vehicles designated as FFMR and FFAR.

3.4 In New Zealand you must not drive or take on the following roads:

- (a) Ball Hutt (Mt Cook);
- (b) Skippers (Queenstown);
- (c) 90 mile beach (Northland);
- (d) all roads north of Colville on the Coromandel Peninsula, the Tapu to Coroglen road (all parts east of Rapaura Gardens), the 309 road from Coromandel to Kairarama and the Blackjack Road from Kuatuna and Opito;
- (e) on the following Highways on the South Island between the hours of 2200 and 0600 (local time) from the 1st June until 30th October:-
 - (i) State Highway 6 between Twizel and Queenstown;
 - (ii) The Milford Road between Te Anau and Milford Sound;
 - (iii) The west coast road between Franz Joseph and Wanaka; and
 - (iv) Arthur's Pass.

and in no circumstances

- (f) on beaches or through streams, dams, rivers, or flood waters;
- (g) on flood prone roads or any roadway where the Police or any other Government authority has issued a warning or caution.

4. VEHICLE USE

4.1 You must NOT:

- (a) allow or permit the Vehicle to be used for any illegal purpose, race, contest or performance test of any kind;
- (b) allow or permit the Vehicle to be used to tow or push anything, unless a tow bar has been fitted to the vehicle by Europcar. All loads must be within the vehicle's design limits specified in the vehicle manual;
- (c) sublet or let the Vehicle on hire to any other person;
- (d) carry more passengers or goods than may be properly accommodated by the restraints provided in the Vehicle, or carry a greater load than that for which it was built;
- (e) (i) be under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit in the Country, State or Territory in which the Vehicle is driven; or
(ii) refuse to take a breath or blood test in the Country, State or Territory in which the Vehicle is driven;
- (f) allow the Vehicle to be used to carry passengers for payment of any kind;
- (g) use the Vehicle when it is damaged or unsafe;
- (h) use the Vehicle to transport goods, except in compliance with all necessary approvals, permits, licences and government requirements (to be obtained at Your cost) & in accordance with the Vehicle manufacturer's recommendations;
- (i) without Europcar's prior written consent, use the Vehicle to carry any inflammable substance which has a flash point under 23°C or any other explosive or corrosive substances;
- (j) transport any animal inside the Vehicle [except with written permission from Europcar and subject to all necessary approvals, permits, licenses and government requirements (to be obtained

at Your own cost)]. An additional vehicle cleaning charge as specified in Part A may apply;

- (k) operate or permit the Vehicle to be operated in breach of any legislation, regulations, rules or by laws relating to road traffic and use;
- (l) in New Zealand operate the Vehicle or permit it to be operated in breach of the Transport Act 1962, the Traffic Regulations 1976, or any other Act, regulations, or bylaws relevant to road traffic;
- (m) in New Zealand use the Vehicle for the carriage of hazardous goods (as defined in sections 70E to 70H of the Transport Act, as amended 1 May 1990).

5. MAINTENANCE, SECURITY AND SAFETY

5.1 You must:

- (a) maintain all of the Vehicle's engine and brake oils and engine coolant levels to the manufacturer's specifications and ensure that the tyres are maintained at the manufacturer's recommended pressure as provided in the vehicle manual;
- (b) keep the Vehicle locked and the keys under Your personal control at all times and produce such keys if the Vehicle has been stolen;
- (c) comply with any applicable seat belt & child restraint laws; and
- (d) generally do all things necessary to keep and maintain the Vehicle in its current state and condition (fair wear and tear excepted).

5.2 You must not arrange or undertake any repairs or salvage to the Vehicle (whether because of an accident or breakdown) without the express prior written authority of Europcar except to the extent that the repairs or salvage are necessary to prevent further damage to the Vehicle or other property in which case you must first attempt to contact Europcar by phone to inform them of the steps you are intending to take and obtain approval to those steps. Europcar will only reimburse You for the cost of such authorised repairs or salvage if You keep and produce to Europcar the original receipts for those repairs or salvage.

6. VEHICLE RETURN AND REPLACEMENT

6.1 You must return the Vehicle to Europcar:

- (a) to the place, on the date & by the time shown on Part A;
- (b) in the same condition as it was at the commencement of the Rental Period.

6.2 If You return the Vehicle to a location other than that shown on Part A, a Drop Fee may apply. If a Drop Fee applies, You must pay it at the end of the Rental Period. (If a Drop Fee is applicable it will be indicated in Part A of the rental agreement. You can determine if a Drop Fee is applicable by contacting the Manager of the location from where the Vehicle was rented.

6.3 If You return the Vehicle to any place other than a Europcar location, or the Europcar location is not open on that day, or if the vehicle is returned outside the hours of operation, You will be deemed to have returned the Vehicle to Europcar only when Europcar takes possession of the Vehicle. (Please obtain the hours of operation from our website or counter staff). The rental charges will continue and You will be responsible for the Vehicle until such time as the Vehicle is deemed to have been returned. You must pay all additional rental charges details of which are available upon request.

6.4 Europcar may request the immediate return of the Vehicle if you have materially breached or Europcar reasonably suspects you have materially breached the terms of this agreement. Europcar may repossess the Vehicle without any notice to you. You must also pay Europcar any cost it incurs in the repossession of the Vehicle as well as all reasonable costs and charges under the Rental Agreement.

6.5 Europcar reserves the right to not replace the Vehicle if the Vehicle or third party property is damaged before the rental period expires.

7. FUEL

- 7.1 If You do not select the Prepaid Fuel Option (where available), and You return the Vehicle with less fuel than it had when You rented it, You must pay the refuelling fee detailed on Part A.

8. LOSS DAMAGE WAIVER, DAMAGE & LOSS OF PROPERTY

- 8.1 Except to the extent Europcar is liable at law and subject to this clause and in the case of New Zealand rentals also clause 11, You are liable:
- (a) for the loss of, and all damage to, the Vehicle;
 - (b) the cost of towing, recovering and storing the Vehicle; and
 - (c) for all damage to Your property or the property of any person:
 - (i) which is caused or contributed to by You; or
 - (ii) which arises from the use of the Vehicle by You;
 - (d) appraisal or assessment fees;
 - (e) reasonable administrative fees and legal costs of recovery;
 - (f) a per day loss of use based on 75% of the daily rental rate as displayed in Part A of this Rental Agreement on the downtime of the Vehicle calculated after the Vehicle is returned.

Remember that references to the "Vehicle" (as defined) include all of its parts, components and accessories.

- 8.2 Subject to clause 8.3 and 8.4, and in the case of New Zealand rentals also clause 11, if You accept the Loss Damage Waiver ("LDW") option on Part A at the commencement of the Rental Period (or it is included in Your rate) and, where applicable, You pay the Damage Liability Fee shown on Part A for each separate event involving damage to or loss of the Vehicle or the property of any third party which is caused by the use of the Vehicle by You or an Authorised Driver, Europcar will reduce Your liability under clause 8.1 for damage to the Vehicle or loss of the Vehicle.

Loss Damage Waiver is subject to You and any Authorised Driver complying with the terms and conditions of the Rental Agreement.

- 8.3 You must always pay, and clause 8.2 does not cover:
- (a) the Damage Liability Fee shown on Part A if there is damage to or loss of the Vehicle or if there is damage to the property of any third party;
 - (b) the cost of rectifying any tyre punctures, unless the WHT option is selected and the damage is not due to negligence or abuse;
 - (c) windscreen or headlight damage unless the WHT option is selected;
 - (d) the cost of repairing any damage caused deliberately, carelessly or recklessly by:
 - You;
 - any other driver of the Vehicle; or
 - any passenger carried during the Rental Period;
 - (e) the cost of repairing any damage to the Vehicle or to third party property caused or contributed to by a breach of the Rental Agreement;
 - (f) the cost of repairing overhead or roof damage caused by contact between the Vehicle and objects overhanging or obstructing the path of the Vehicle or if damage is caused by persons placing objects on the roof of the Vehicle;
 - (g) the cost of repairing any water damage caused by immersion of the Vehicle in water, including whilst the Vehicle is being transported;
 - (h) the cost of repairing any underbody damage, and any resulting damage from that underbody damage, to the Vehicle;
 - (i) the cost of repairing any damage to the Vehicle or to any third party property caused or contributed by You where You leave the scene of the incident or collision prior to the attendance of the Police or prior to You or Your immediate and formal reporting of the incident or collision to the Police;
 - (j) the full cost of replacing or repairing all contents supplied by Europcar (including but not limited to; baby seats, maps, GPS units and keys);
 - (k) any damage caused to the Vehicle or the accessories through the use of tyre chains; and
 - (l) where the Vehicle is operated in any of the places mentioned in Clause 3 the cost of repairs to the Vehicle or the market

value of the Vehicle at the time of the loss or damage, whichever is the lesser; which costs and charges we must itemise at your request.

- 8.4 You acknowledge that You are aware of the above exclusions by your signature on Part A.

9. OWNER'S LIABILITY

- 9.1 Except as provided at law Europcar is not liable to any person, and You indemnify Europcar, for any loss of, or damage to, any property:
- (a) stolen from the Vehicle or otherwise lost or damaged during the rental; or
 - (b) left in the Vehicle after its return to Europcar.
- 9.2 Europcar shall not be responsible for the state and condition of any property found in the Vehicle after the Vehicle's return to Europcar. Any person claiming the return of such property is required to furnish Europcar satisfactory proof of ownership.
- 9.3 You have rights conferred under consumer legislation and neither clause 9.1 nor any other provision of the Rental Agreement is intended to exclude, restrict or modify any non-excludable terms implied by or rights which You may have under the Trade Practices Act in Australia or any other Federal, State or Territory legislation in Australia to the same effect.

10. INSURANCE – NEW ZEALAND RENTALS

Subject to the exclusions set out below and clauses 8.2, 8.3 and 8.4, You and any Authorised Driver are fully indemnified in respect of any liability you might have to Europcar in respect of the loss or damage to the Vehicle and its accessories and spare parts and any consequential loss of revenue or other expenses of Europcar including towing and salvage costs associated with the recovery of the Vehicle and its accessories and spare parts. Subject to the exclusions set out below, You and any Authorised Driver are indemnified to the extent of \$2,000,000 in respect of any liability you might have for damage to any property (including injury to any animal) belonging to any person and arising out of the use of the Vehicle.

11. EXCLUSIONS – NEW ZEALAND RENTAL ONLY

The indemnities referred to above shall not apply where the damage, injury or loss arises when:

- (a) the driver of the Vehicle is under the influence of alcohol or any drug that affects his or her ability to drive the Vehicle;
- (b) the Vehicle is in an unsafe or unroadworthy condition that arose during the course of the Rental Period and that caused or contributed to the damage or loss, and You or the Authorised Driver was aware or ought to have been aware of the unsafe or unroadworthy condition of the Vehicle;
- (c) the Vehicle is operated in any race, speed test, rally or contest;
- (d) You are a body corporate or department of State and the driver is disqualified from holding or has never held a driver's licence appropriate for that Vehicle;
- (e) the Vehicle is driven by any person who at the time when he or she drives the Vehicle is disqualified from holding or has never held a driver's licence appropriate for that Vehicle;
- (f) the Vehicle is driven by a person other than You or the Authorised Driver;
- (g) the Vehicle is wilfully or recklessly damaged by You or any Authorised Driver, or driving the vehicle under the authority of You, or is lost as a result of the wilful or reckless behaviour of You or any such person;
- (h) the Vehicle is operated on any of the following roads referred to in clause 3.4 or any unformed road including a beach;
- (i) the Vehicle is operated outside the terms of the Rental Agreement or any agreed extension of that term.

It is agreed between Europcar and You that section eleven (11) of the Insurance Law Reform Act 1977 will apply with respect to the above exclusions as if this clause constituted a contract of Insurance. In general this provision means that an exclusion will not apply if You prove on the

balance of probability that the damage or loss was not caused or contributed to by the matters referred to under the exclusion clause. You acknowledge by signing the Rental Agreement that You are aware of the above exclusions.

In the event of any inconsistency between clauses 10 and 11 and any other provisions of the Rental Agreement clauses 10 and 11 will prevail.

12. CLAIMS AND PROCEEDINGS

12.1 Where the use of the Vehicle by You or any other person results in an accident or claim, or where damage or loss is sustained to the Vehicle or any third party property or if the Vehicle has been stolen, You and/or any Authorised Driver must:

- (a) promptly report such incident to the local police;
- (b) promptly report such incident in writing to Europcar by satisfactorily and accurately completing the applicable Europcar forms;
- (c) not make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability;
- (d) permit Europcar or its insurers at its own cost to bring, defend, enforce or settle any legal proceedings against a third party;
- (e) allow Europcar to claim in Your name under any applicable Substitute Vehicle Insurance and You must do, and must cause the Authorised Driver to do, everything that may be required to assist Europcar in making such a claim, including assigning the benefit of any Substitute Vehicle Insurance to Europcar;
- (f) complete and furnish to Europcar within a reasonable time any statement, information or assistance which Europcar or its insurer may reasonably require, including attending at a lawyers office and at Court to give evidence for which You will be paid reasonable costs for your attendances in Court;
- (g) forward to Europcar any claims or correspondence from third party's within seven 7 days of receipt.

13. PAYMENT OF CHARGES

13.1 At the end of the Rental Period, You must pay Europcar on demand:

- (a) all charges specified on Part A and all charges payable under the Rental Agreement, less any deposits already paid;
- (b) the Credit Card Fee in Australia;
- (c) any amount paid or payable by Europcar or payable by You arising out of Your use of the Vehicle or imposed on You or Europcar by any governmental or other competent authority (such as speeding, road toll, parking and traffic fines). In addition to any penalty or fine, the Renter is liable to pay Europcar the infringement administration fee detailed on Part A; and
- (d) any amount for which You are liable to Europcar under the Rental Agreement, in respect of a breach of the Rental Agreement or for damage or loss to the Vehicle or third party property.

13.2 The minimum charge You must pay for the rental of the Vehicle is an amount equivalent to:

- (a) one day's rental at the "daily rate" shown on Part A (subject to clause 6.4); plus
- (b) the amount payable for the number of kilometres driven during the Rental Period; plus
- (c) all other agreed fees and taxes specified on Part A and Part B.

13.3 You authorise Europcar to charge all moneys payable to Europcar under the Rental Agreement to Your credit card or charge account for any extension of the original contracted rental period, or damage detected upon return of the vehicle. Any existing damage will be noted in Part A of this agreement. If the Vehicle is returned with any additional damage Europcar will charge your credit card with the Damage Liability Fee shown on Part A of this Rental Agreement. If you dispute these charges please refer to Clause 16 for dispute resolution.

13.4 You must make payments for the rental when Europcar so designates including making payments in advance or at any other time during the rental period.

13.5 Europcar will pay any refund due to You by such method as Europcar may reasonably choose.

13.6 In the event of a third party recovery claim, Europcar shall have the

right to hold all liability and associated payments received from you until such time as a full recovery is made from the third party.

13.7 If You do not pay all charges at the end of the Rental Period, You must pay interest at the National Australia Bank standard bank bill rate on the outstanding balance from the end of the Rental Period to the date all charges are paid in full.

13.8 If currency conversion is required in relation to any payment the applicable exchange rate will be that offered by the National Australia Bank on the date of the Rental Agreement or the date on which liability for the payment is incurred.

14. BREACH OF THESE TERMS AND CONDITIONS

14.1 Europcar shall have the right to terminate the Rental Agreement and take immediate possession of the Vehicle at any time if You or an Authorised Driver breach these terms and conditions.

14.2 Breaches of this Rental Agreement will result in **You paying for:**

- (a) all costs to rectify the Vehicle to its original condition or replacement of the Vehicle; and/or
- (b) loss of rental revenue to Europcar; and/or
- (c) damage to third party property being Your full responsibility; and/or
- (d) all costs for towing, storage and recovery of the Vehicle.

14.3 You will be entitled to terminate this Rental Agreement if Europcar breaches its terms and conditions.

15. APPLICABLE LAW

The laws of Victoria and the Commonwealth of Australia govern these terms and conditions where the Vehicle is supplied in Australia and where the Vehicle is supplied in New Zealand, the laws of New Zealand will govern these terms and conditions.

16. DISPUTE RESOLUTION

16.1 If you believe that there has been an error in your account or if the amount charged is unreasonable you must notify the Manager of the office from where the Vehicle was rented and submit within ten (10) working days your complaint in writing providing with exact details of your complaint together with any evidence in support of your complaint.

16.2 If Europcar concludes as a result of its investigation that:-

- (a) your account has been incorrectly debited Europcar will respond by arranging to adjust your account by debiting your account and will notify you in writing; or
- (b) your account has been correctly debited Europcar will respond by providing you with reasons and furnish you with any evidence for this finding.

16.3 If you are still dissatisfied and have further queries, you must notify us in writing within seven (7) working days and a meeting will be arranged as soon as practicably possible between You and representatives of Europcar in an attempt to resolve the dispute.

17. PRIVACY ACT – NEW ZEALAND RENTALS ONLY

The information requested from You is to enable Europcar to assess your request to hire a Vehicle from us, and in order to comply with the requirements of the Transport Services Licensing Act 1989. You do not have to supply this information, but if You do not, we may not be able to hire a Vehicle to You.

Your information will also be used for the purposes described below in our Privacy Policy.

18. EUROPCAR PRIVACY POLICY – SUMMARY

We at Europcar are committed to protecting and maintaining the privacy of Your personal information. In Australia the Commonwealth Privacy Act 1988 regulates the handling of personal information (for example, name and address details) by Australian private sector organisations and in New Zealand the Privacy Act 1993 has a similar effect. This policy explains how Europcar protects Your privacy and summarises how we collect, use and disclose personal information that You might provide us.

A copy of our complete Privacy Policy can be downloaded from our website www.europcar.com.au