EverythingFleet®
CAR & TRUCK RENTALS

RENTAL TERMS & CONDITIONS

Effective 20/05/2026

Everything Fleet® is taking steps to improve its environmental footprint and is now replacing paper versions of these Terms and Conditions with electronic versions. If You would prefer to receive a paper copy please ask for one at the counter at the time of collecting Your Vehicle or print a copy by going to our website.

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TALK TO OUR TEAM

From 7am to 10pm, 7 days a week, talk directly to one of our team

131 381

* excluding all Public Holidays

1 Introduction

1.1 The Rental Contract

(a) Your contract to rent a Vehicle from Everything Fleet (Rental Contract) comprises:

(i) the agreement (**Agreement**) You have signed to rent the Vehicle from Us;

(ii) these Terms and Conditions (**Terms and Conditions**); and

(iii) the Annexures to these Terms and Conditions; and

(iv) the Vehicle Condition Report,

(b) These documents comprise the Rental Contract and create binding and enforceable legal obligations and Your signature on the Agreement confirms Your acceptance of those legal obligations and that You are bound by them.

1.2 Relevant Law

The Rental Contract is governed by the laws of the Commonwealth of Australia and the state of Queensland and You agree that Queensland courts have non-exclusive jurisdiction to determine any dispute that arises between You and Us.

1.3 The Australian Consumer Law

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:

(a) Part 2-3 of The Australian Consumer Law relating to unfair Rental Contract terms; or

(b) any implied terms, guarantees or rights You may have under The Australian Consumer Law or any other Federal, State or Territory legislation.

1.4 Electronic Signatures

We may 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.

1.5 Amending these Terms and Conditions

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

1.6 Time is of the essence

Time is of the essence in respect of all of Your obligations under the Rental Contract.

2 Who may drive the Vehicle?

IMPORTANT NOTICE

Damage Cover is excluded if there is a breach of any part of this clause 2 and may result in Vehicle repossession. See clauses 13 (Major Breach) and 14.1 (Termination and repossession) for further details.

2.1 Authorised Drivers

(a) Only You or an Authorised Driver, who each meet all of the requirements of this clause 2, can drive the Vehicle.

(b) Allowing anyone who is not an Authorised Driver to drive constitutes a Major Breach of the Rental Contract that excludes You and any Authorised Driver from all entitlement to Damage Cover indemnity under clause 7 of these Terms and Conditions.

2.2 Age limits

(a) There is a minimum and maximum age limit for those renting Our Vehicles.

(b) You and any Authorised Driver **must** be at least 21 and not over 85 years of age and have no less than 12 months driving experience, unless We have agreed to a variation of that restriction before the Start of the Rental Contract and it is shown in the Agreement.

2.3 Licence requirements

(a) You and any Authorised Driver **must** also have a current valid licence to drive the Vehicle:

(i) issued in an Australian state or territory or an international licence written in English, or if not in English is accompanied by either:

(A) a valid International Driving Permit; or

(B) an accurate translation of Your licence into English, 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;

(ii) valid for the state or territory in which the Vehicle is driven if the licence was issued in a different state or territory or an overseas country;

(iii) appropriate for the class of the Vehicle; and

(iv) not subject to any restriction or condition.

(b) Learner drivers and provisional and probationary licence holders are not acceptable and **must not** drive the Vehicle.

2.4 Cancelled and Suspended Licences

The Vehicle **must not** be driven by You or an Authorised Driver if Your licence of that of the Authorised Driver:

(a) is cancelled or suspended, including as a result of an accumulation of demerit points; or

(b) has been cancelled or suspended, within three (3) years of the date of the Agreement.

2.5 Prior Insurance History

The Vehicle **must not** be driven by You or an Authorised Driver if either You or the Authorised Driver has been refused motor vehicle insurance or had a policy of motor insurance cancelled or declined by an insurer at any time prior to entering into the Rental Contract.

3 Prohibited Use

IMPORTANT NOTICE

Damage Cover is excluded if there is a breach of any part of this clause 3 and may result in Vehicle repossession. See clauses 13 (Major Breach) and 14.1 (Termination and repossession) for further details.

3.1 Prohibited Driving

The Vehicle **must not** be driven by You or any Authorised Driver:

(a) whilst intoxicated or under the influence of drugs or alcohol or with a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit set by law;

(b) recklessly or dangerously; or

(c) whilst there is Damage to the Vehicle that makes it unroadworthy or unsafe.

3.2 Prohibited Conduct

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

(a) fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;

(b) use the Vehicle:

(i) for any illegal purpose;

(ii) to move or carry dangerous, hazardous, biohazardous, infectious, or inflammable, goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;

(iii) to propel or tow another vehicle, trailer or boat;

(iv) to carry any water skies, surfboards, bicycles, or canoes either inside or on the roof of the Vehicle;

(v) to carry or transport illegal drugs or substances;

(vi) in connection with the motor trade for experiments, tests, trials or demonstration purposes;

(vii) in racing, rallies, reliability trials, speed or hill climbing tests, or for testing in preparation thereof; or

(viii) in an unsafe or unroadworthy condition; or

(c) use a mobile phone in a moving or stationary Vehicle that is not parked:

(i) to make or receive a phone call;

(ii) to send a text message, video message, or email;

(iii) to perform any audio function; or

(iv) as a navigational device,

unless the body of the phone is securely mounted in the Vehicle and its operation does not involve scrolling on the device or entering information, text, numbers or symbols, except if that operation can be performed using voice controls only.

3.3 Prohibited Actions

(a) You and any Authorised Driver **must not**:

(i) damage the Vehicle deliberately, intentionally, maliciously or recklessly or allow anyone else to do so;

(ii) modify the Vehicle in any way or make any alteration or addition to it and no decals, branding or logos may be applied or removed from the Vehicle;

(iii) sell, rent, lease or dispose of the Vehicle; or

(iv) register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009.

(b) You and any Authorised Driver **must not** use the Vehicle to carry:

(i) passengers for hire, fare or reward except:

(A) under a private pooling arrangement; or

(B) where the Vehicle has been booked via a ride sharing platform or food delivery service;

(ii) more than the number of passengers for which the Vehicle is licenced; or

(iii) any load that exceeds the limits for which the Vehicle was designed, constructed, registered or licenced.

4 Prohibited Areas of Use

IMPORTANT NOTICE

Damage Cover is excluded if there is a breach of any part of this clause 4 and may result in Vehicle repossession. See clauses 13 (Major Breach) and 14.1 (Termination and repossession) for further details.

4.1 Prohibited Roads

The Vehicle **must never** be driven:

(a) on an Unsealed Road; or

(b) Off Road; or

4.2 Prohibited Areas

The Vehicle **must not** be used in any area that is prohibited by Us. Prohibited areas include:

(a) roads that are prone to flooding or are flooded;

(b) beaches, sand dunes, streams, rivers, creeks, salt lakes, dams and floodwaters or any area exposed to saltwater;

(c) any road where the police or an authority has issued a current warning;

(d) any road that is closed;

(e) any road where it would be unsafe to drive the Vehicle; and

(f) airside of any airport.

4.3 Prohibited Areas Without Prior Written Approval

The Vehicle **must never** be driven or used in the areas listed below unless specifically authorised in writing by Us. These prohibited areas are:

(a) anywhere in the Northern Territory, including the Gove Peninsula;

(b) any island off the coast of Australia, including, but not limited to:

(i) Kangaroo Island;

(ii) Bruny Island;

(iii) Fraser Island;

(iv) Magnetic Island;

(v) Groote Eylandt; or

(vi) the Tiwi Islands;

(c) above the Snow Line in New South Wales or Victoria between 1 May and 31 October or any area where snow has fallen or is likely to fall;

(d) in Queensland:

(i) Highway No. 27 (Burke Development Road) beyond Chillagoe in a westerly direction;

(ii) Highway No. 1:

(A) beyond Normanton in a south westerly direction (Savannah Way); and

(B) no further north than Karumba;

(iii) no further north than the Daintree River; and

(iv) no further west than Daintree;

(e) in Western Australia:

(i) the Kalumburu Road,

(ii) the Tanami Track,

(iii) the Canning Stock Route,

(iv) the Gunbarrel Highway

(v) the Holland Track;

(vi) any parts north of Carnarvon;

(vii) beyond 100 kilometres of the Perth City Limits between dusk and dawn; and

(viii) outside any town or city limits between dusk and dawn;

(f) in South Australia:

(i) to Mount Dare; and

(ii) the Strzelecki Track; and

(g) through or across the Simpson Desert in South Australia and Queensland.

4.4 Additional prohibited areas for all Vehicles with exceptions for 4WD vehicles with prior authorisation

The Vehicle **must never** be driven on any of the following roads or tracks **unless** it is a four wheel drive vehicle (**4WD**) and then only subject to the additional conditions in clause 4.4:

(a) in Queensland on:

(i) the coast road from Shannonvale to Cape Tribulation; or

(ii) the road from Laura to Lakeland;

(b) In Western Australia on:

(i) the Gibb River Road;

(ii) the road to Windjana Gorge

(iii) the Unsealed Road section of the Cape Leveque Road;

(iv) the Cardabia - Ningaloo Road; or

(v) the access road from the Great Northern Highway to the Purnululu National Park; or

(c) in South Australia on:

(i) the Oodnadatta Track; or

(ii) the road to Dalhousie Springs.

4.5 Additional conditions and exclusions for 4WD's

A 4WD may be driven on any of the roads or tracks listed in clause 4.3, subject to these additional conditions:

(a) You **must** have Our prior written approval to drive the 4WD on these roads or tracks.

(b) If approval is given to drive the 4WD on these roads or tracks:

(i) it **must** be driven in 4WD mode only; and

(ii) it **must not** been driven between the hours of sunset and sunrise.

(c) Roadside Assistance does not apply to the 4WD being driven on any of these roads or tracks, including if it is bogged in mud, sand or bulldust, and any costs incurred, including for towing, salvage or retrieval of the Vehicle, are at Your own expense (unless the breakdown is an inherent mechanical fault in the 4WD).

Note: Damage Cover is excluded for Damage to a 4WD resulting from a rollover **unless** this was the result of an impact with another Vehicle and this exclusion applies to all use of a 4WD, not just use on the roads and tracks listed in clause 4.3 and 4.4 (see clause 9.1(a)(iv).

5 Your Obligations

IMPORTANT NOTICE

Damage Cover is excluded if there is a breach of either clause 5.1 or clause 5.4 and may result in Vehicle repossession. See clauses 13 (Major Breach) and 14.1 (Termination and repossession) for further details.

5.1 No 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 the 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 false name, age, address, occupation or driver's licence details; or

(ii) acting in collusion with any other person to supply such false or misleading information,

is a Major Breach of the Rental Contract.

5.2 Start of the Rental Contract

(a) At the Start of the Rental Contract and before collecting the Vehicle You **must:**

(i) present Your driver's licence and that of any Authorised Driver and permit copies of the drivers' licences to be made and kept by Us;

(ii) present Your passport if You are not an Australian citizen;

(iii) submit to an identity verification check;

(iv) fully inspect the Vehicle to ensure that the condition of the Vehicle and any pre-existing damage is accurately noted and shown in the Vehicle Condition Report and if there is any discrepancy You **must** notify Us within one (1) hour of leaving the Hiring Location; and

(v) pay the anticipated Rental Charges and the Security Deposit.

(b) To avoid any disputes regarding pre-existing Damage We recommend that at pick-up You photograph (at a minimum) the front, rear, sides and interior of the Vehicle and if taken, those photos **must**:

(i) be made available to Us if there is a dispute about pre-existing Damage; and

(ii) retained by You for a reasonable period after the End of the Rental.

5.3 Security Deposit

(a) The Security Deposit will be retained by Us as a security for the performance of any of Your obligations and liabilities under the Rental Contract and is fully refundable to You ten (10) Business Days after the End of the Rental provided that:

(i) all amounts due to Us under the Rental Contract have been paid, including toll road charges and refuelling costs;

(ii) the Vehicle has been returned to the Hiring Location at the date and time set in the Agreement;

(iii) there is no Damage (except for reasonable wear and tear) or Third Party Loss or if there is Damage or Third Party Loss, the Damage Liability Fee has been paid;

(iv) the exterior and interior of the Vehicle are clean;

(v) the Vehicle has a full tank of fuel; and

(vi) there has not been a Major Breach of the Rental Contract.

(b) If at the End of the Rental You fail to pay any of the amounts in clause 5.3(a) for which You are liable, We will apply the Security Deposit against those outstanding amounts.

5.4 Prompt Payment of the Rental Charges

During the Rental Period You **must** promptly pay the Rental Charges on or before the date they are due and any payment not made within 14 days of it becoming due is a Major Breach of the Rental Contract allowing Us to terminate the Rental Contract **unless** within that period You have sought relief and We have agreed with You on a payment plan to rectify the default within a reasonable period.

5.5 During Your Rental

During the Rental Period:

(a) You **must:**

(i) inspect the Vehicle regularly, and no less than weekly, for oil, water and fuel leaks and Damage and also check the tyre pressures; and

(ii) adhere to any mileage instructions displayed in the Vehicle or set by the Hiring Location.

(b) You **must not:**

(i) use the Vehicle for transporting any pets or animals, with the exception of accredited or trained assistance animals, **unless** specifically approved by Us;

(ii) smoke in the Vehicle (including the use of e-cigarettes) and You **must** take reasonable steps to prevent passengers from doing so. It is an offence in some Australian states to smoke in a vehicle where there are passengers of less than 18 years of age; or

(iii) use the Vehicle to move infectious, biohazardous or biomedical waste.

Additional cleaning, disinfection and deodorising charges of up to $500 will apply for any breach of this clause 5.5(b).

5.6 Seat belts and child restraints

(a) You must comply with all mandatory:

(i) 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; and

(ii) 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.

(b) Because We are not authorised to install child restraints, We cannot assist You with the installation or answer any questions You may have regarding the installation or adjustment of the restraint so that it is entirely Your responsibility to ensure that all child restraints are installed according to the manufacturer's instructions and the restraint is adjusted to fit the child correctly.

6 Care of the Vehicle

IMPORTANT NOTICE

Damage Cover is excluded if there is a breach of any part of this clause 6 and may result in Vehicle repossession. See clauses 13 (Major Breach) and 14.1 (Termination and repossession) for further details.

6.1 Vehicle to be locked and keys kept in Your possession

(a) You and any Authorised Driver **must** make sure that the Vehicle is locked when not in use or unattended and the keys, keyless start or remote door control device **must** be kept in Your possession, or that of any Authorised Driver, at all times and never left in the ignition or in the Vehicle when it is unattended.

(b) In the event of a theft of the Vehicle, You **must** be able to produce the keys, keyless start or remote door control device to Us **unless** You can provide a reasonable explanation for being unable to do so.

6.2 Reasonable care

You and any Authorised Driver **must** take reasonable care of the Vehicle by:

(a) preventing it from being damaged or stolen;

(b) making sure it is protected from inclement weather or floods;

(c) using any security device fitted to, or supplied with, the Vehicle;

(d) properly securing any goods, property or equipment carried in the Vehicle;

(e) maintaining the engine and brake oils and coolant level and tyre pressures;

(f) using the correct fuel type; and

(g) making sure it is not overloaded by the number of persons or by the weight of goods carried.

6.3 Charging an Electric Vehicle

(a) An Electric Vehicle **(EV) 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) You **must never** attempt to jump start an EV with a flat battery and You **must never** use an EV to jump start another vehicle.

6.4 Maintenance and inspection for longer term rentals

(a) If the Rental Period is longer than 30 days You **must** return the Vehicle to the Hiring Location for it to be serviced or exchanged when:

(i) the next scheduled service is due, as noted on the sticker on the inside of the windscreen;

(ii) a service indicator is illuminated on the dashboard; or

(iii) the Vehicle has travelled 10,000 kilometres since the Start of the Rental Contract 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.

(d) We also reserve the right to request that the Vehicle be returned to the Hiring Location monthly for its condition to be inspected or alternatively, to require You 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.

6.5 Notification of Vehicle fault

(a) You **must** inform Us immediately if:

(i) the Vehicle breaks down;

(ii) any warning lights or messages becoming illuminated or displayed in the Vehicle;

(iii) You see or become aware of low engine or brake oils, or engine coolant levels; or

(iv) the Vehicle develops any fault during the Rental Period.

(b) If You fail to notify Us and continue to use the Vehicle You will be responsible for any Damage or Third Party Loss.

6.6 Overhead Damage

(a) There is no Damage Cover for Overhead Damage to the Vehicle.

(b) Before entering or exiting any building (such as car parks, shopping centres, service stations, warehouses, residential garages and drive-through facilities) or passing under bridges, through tunnels or along tree lined streets You **must** check there is adequate clearance between the Vehicle and the lowest overhead point of any building, structure or object.

6.7 Underbody Damage

(a) There is no Damage Cover for Underbody Damage to the Vehicle.

(b) You **must** ensure the Vehicle does not come into contact with any part of the roadway or any object or obstruction that will cause Underbody Damage to the Vehicle.

7 Rental Period, Costs and Charges

7.1 Your Rental

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

7.2 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 **no less** than 24 hours prior to the expiration of the Rental Period.

(b) If You request an extension, the Rental Charges for the extended Rental Period **must** be paid on that day. By requesting the extension You agree these Terms and Conditions continue to apply to the extended Rental Period.

(c) If You fail to notify Us at least 24 hours before the expiration of the Rental Period that You require an extension, and fail to return the Vehicle on the scheduled date and at the time shown in the Agreement, We may:

(i) terminate the Rental Contract; and

(ii) recover the Vehicle (see clause 12.8).

7.3 Cancellation and 'No Show'

(a) You will be charged the Rental Charges for the Rental Period as booked if:

(i) Your booking is cancelled within 24 hours prior to the Start of the Rental Contract; or

(ii) You fail to notify Us of Your intended cancellation prior to the Start of the Rental Contract and fail to pick up the Vehicle;

unless We are able to rent the Vehicle to another renter for an equivalent term and rate.

(b) A cancellation is not effective until acknowledged and confirmed by Us.

(c) If We cancel Your reservation, You will be fully reimbursed any sums You have paid to Us for the booking.

7.4 EV fees

Daily rental rates do not include the cost of electricity required to charge an EV and You acknowledge that You are responsible for payment of all charging costs which will be debited to Your credit card.

7.5 Fines and infringements

(a) You and any Authorised Driver **must** pay:

(i) fines or charges imposed for parking;

(ii) infringements and fines imposed for speeding and other driving offences; and

(iii) fines or charges imposed for release of the Vehicle if it has been seized by a regulatory authority.

(b) An administrative fee applies if We are required to nominate You as the responsible driver if any fine or infringement is unpaid.

(c) If We have paid any amount for which You are liable under this clause 7.5, You will be charged that amount plus an administrative fee.

7.6 Tolls

(a) You and any Authorised Driver **must** pay all tolls and Everything Fleet Pty Ltd is responsible for managing and processing your toll charges.

(b) If you drive the Vehicle on a toll road You will be liable for the relevant toll charges as well as a toll service fee of $2.20 per toll (including GST) and We will charge Your credit card held on file:

(i) the toll amount (including any video matching fee); and

(ii) the applicable service fees.

(c) You are prohibited from using Your own tolling tag in Our vehicles and You are also prohibited from adding Or vehicles to Your own eTag account.

(d) In the event We are unable to process Your toll payments and fees the matter will be referred for collection and any collection and legal costs will be added to the amount outstanding You must pay.

(e) If We have paid any amount for which You are liable under this cause 7.6, You will be charged that amount plus an administrative fee.

7.7 Daily kilometre limit

(a) A daily kilometre limit applies to Your Rental as shown on Your Agreement.

(b) If You exceed that limit (calculated over the Rental Period) You will incur an additional fee ranging from $0.25 to $0.55 per kilometre, as shown in Your Agreement.

7.8 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 Damage Cover

8.1 Damage Liability Fee

(a) Standard Damage Cover is included in the Rental Charges.

(b) Subject to these Terms and Conditions, We will indemnify You and any Authorised Driver for any Damage to the Vehicle, its theft and Third Party Loss but You **must** pay up to the Damage Liability Fee shown on the Agreement for each Accident or theft claim.

8.2 When is the Damage Liability Fee payable?

(a) Unless You have expressly authorised a charge to Your credit card at an earlier time an amount up to, but not exceeding, the Damage Liability Fee will be charged to Your credit card as follows:

(i) for single vehicle Accidents:

(A) if the Vehicle has substantial Damage and We reasonably believe the cost of repairs or replacement cost will exceed the Damage Liability Fee amount, the full Damage Liability Fee; or

(B) if the Damage is not substantial, the amount We have reasonably estimated to be the cost of repair, but not more than, the Damage Liability Fee;

(ii) if the Vehicle has been stolen, after We have made reasonable enquiries and in Our opinion, it is unlikely the Vehicle will be recovered, the full Damage Liability Fee; and

(iii) for Accidents in which there is also Third Party Loss, after We have made an estimate of Your total liability but not more than the full Damage Liability Fee.

(b) Supporting documents and particulars of a claim for Damage and Third Party Loss will be forwarded to You as soon as practicable.

8.3 Exemption from paying the Damage Liability Fee

You will not have to pay the Damage Liability Fee shown in the Agreement for a claim for Damage or Third Party Loss if all of the following apply:

(a) You have fully completed an Incident Report Form with:

(i) the name, residential address, contact phone, email address and licence number of any person involved **(Third Party);**

(ii) the registration number of all vehicles involved;

(iii) an accurate written and diagrammatic description of the Accident and location; and

(iv) the names and addresses of all attending police officers and the stations at which they are based;

(b) You have taken all necessary steps to assist Us in Our investigation of the Accident or theft claim;

(c) We believe You were not at fault for an Accident involving a Third Party;

(d) You have supplied or We have established the name of the insurer of any Third PartyYou believe was at fault and the insurer will agree to pay Us for the Damage; and

(e) You are an Australian citizen and You hold an Australian driver's licence.

8.4 Claims Administration fee

All Accident, attempted theft and theft claims will incur a claims administration fee of $385 in addition to the Damage Liability Fee liability. This fee is to compensate Us for the labour and associated costs with processing Your claim.

8.5 Reducing Your Damage Liability Fee

(a) If You have taken the option to reduce Your Damage Liability Fee by purchasing one of Our Additional Coverage options Your liability will be reduced to the amount detailed on Your Agreement.

(b) Damage Cover under this option is subject to the Damage Cover exclusions detailed in clauses 9 and 13.1.

8.6 When will a Refund be issued?

(a) Once the Damage cost has been assessed and communicated to You, and provided that You have not committed a Major Breach of Your Rental Contract, a refund may be payable if the Damage Liability Fee paid by You is in excess of the full Damage cost.

(b) In this case a refund will be processed to Your Credit Card within 10 Business Days of the full Damage cost being notified to You in writing.

9 Damage Cover Exclusions

9.1 General exclusions

Even if You have paid the Damage Liability Fee, there is no Damage Cover, and You and any Authorised Driver are liable for:

(a) Damage, including Loss of Use, and Third Party Loss arising from:

(i) a Major Breach of the Rental Contract;

(ii) any deliberate, intentional, malicious or criminal act by You, an Authorised Driver or any person who is acting with Your express or implied consent;

(iii) the use of the Vehicle by any driver who is not an Authorised Driver or who is less than 21 or more than 85 years of age; or

(iv) a 4WD rollover **unless** this was the result of an impact with another vehicle;

(b) hail damage;

(c) Overhead Damage (see clause 6.6);

(d) Underbody Damage (see clause 6.7);

(e) Damage caused by:

(i) immersion of the Vehicle in water, including salt water;

(ii) use of the incorrect fuel type; or

(iii) loading or unloading the Vehicle, except for reasonable wear and tear;

(f) EV battery Damage;

(g) damage to the tyres or rims of the Vehicle, other than by normal wear and tear;

(h) the full cost of replacing or repairing any parts or accessories supplied by Us including, but not limited to GPS units, lost keys, keyless start and remote door control devices tool kits, spare tyres and first aid kits, hubcaps and catalytic converters;

(i) Damage caused by use of the incorrect fuel type or the incorrect use of AdBlue®;

(j) 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;

(k) 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; and

(l) Damage caused by:

(i) use of the incorrect cables to charge an EV;

(ii) jump starting or attempting to jump start an EV; or

(iii) using an EV to jump start another vehicle.

9.2 Lack of co-operation exclusion

Your entitlement to Damage Cover will be reduced to the extent We are prejudiced as a result of any delay or failure by You or any Authorised Driver to comply with Your obligations under clause 11 of these Terms and Conditions.

9.3 Exclusion for personal items

There is also no Damage Cover for personal property in the custody of or owned by:

(a) You;

(b) Your relative, friend or associate who ordinarily resides with You or with whom You ordinarily reside;

(c) any relative, friend or associate of an Authorised Driver; or

(d) Your employees,

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 Hiring Location.

10 Breakdowns

IMPORTANT NOTICE

Damage Cover is excluded if there is a breach of clause 10.3 and may result in Vehicle repossession. See clauses 13 (Major Breach) and 14.1 (Termination and repossession) for further details.

10.1 Roadside assistance

(a) We will provide You with a Vehicle that is of acceptable quality and in good working condition taking into account the age of the Vehicle but breakdowns do occur.

(b) Subject to clause 4.4, twenty-four-hour roadside assistance is provided free of charge for breakdowns (but not for Accidents) and if the Vehicle breaks down during the Rental Period You **must** contact Us to arrange assistance. If the fault cannot be repaired on site We will recover and repair the Vehicle as soon as possible but if it cannot be repaired, We will use Our best endeavours to provide a replacement Vehicle where one is available.

10.2 Assistance not covered

(a) We are not responsible for:

(i) a flat battery;

(ii) wheel changing for a flat tyre;

(iii) lost keys, keyless start or remote door control device; or

(iv) keys, keyless start or remote door control device locked in the Vehicle.

Extra charges will apply if any of these services are provided at Your request.

(b) Roadside assistance does not apply if:

(i) the incorrect fuel type is used; or

(ii) the breakdown is caused by a Major Breach,

and You are liable for any Damage caused.

10.3 Repair without authority prohibited

You **must not:**

(a) make any repairs to the Vehicle;

(b) let anyone else repair or work on the Vehicle; or

(c) tow or salvage the Vehicle,

without Our prior written authority.

10.4 Repair with authority

(a) Where We have given You Our prior authority to repair the Vehicle as the result of a breakdown or Vehicle fault, 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.

(b) There is no entitlement to reimbursement if the breakdown or fault was caused by an Accident or is the result of a Major Breach of the Rental Contract.

10.5 Consequential and other loss

Subject to the Australian Consumer Law, We are not responsible for flights You have missed, holiday plans that have been disrupted, loss of enjoyment, or consequential or economic loss caused either directly or indirectly as a result of events which are outside Our reasonable control and not caused by Our negligence, including:

(a) floods, cyclones, hailstorms, earthquakes, bushfires, or pandemics;

(b) industrial action; and

(c) commercial flight disruptions.

10.6 Staying with the Vehicle after an Accident

You **must not** leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator unless You or a passenger has been injured and require medical attention or You are directed to do so by the police or emergency services.

11 Accident and theft reporting

IMPORTANT NOTICE

Damage Cover is excluded if there is a breach of any part of this clause 11 and may result in Vehicle repossession. See clauses 13 (Major Breach) and 14.1 (Termination and repossession) for further details.

11.1 Reporting an Accident or theft to Us

(a) If You or an Authorised Driver has an Accident or if the Vehicle is stolen You **must**:

(i) contact Us to report the Accident or theft as soon as practicable, but in no case more than 24 hours of it occurring; and

(ii) subsequently fully complete an Incident Report Form.

(b) The Incident Report Form should include as much information as is reasonably practical, including:

(i) the information listed in clause 11.3 regarding the contact details for 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 the Accident or theft, 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.

11.2 Reporting an Accident or theft to the police

If the Vehicle is stolen or if You or an Authorised Driver of the Vehicle has an Accident where:

(a) any person is injured;

(b) the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or

(c) the other party appears to be under the influence of drugs or alcohol,

You or the Authorised Driver **must** also report the theft or Accident to the police as soon as:

(i) the theft is discovered; or

(ii) it is practical to do so after an Accident.

11.3 Steps You must take following an Accident

If You or an Authorised Driver have an Accident You and the 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 the Vehicles before they are moved for towing or salvage;

(ii) the Damage to the Vehicle;

(iii) the damage to any third party vehicle or property; and

(iv) the general area where the Accident occurred, including any road or traffic signs; and

(g) obtain the names, addresses, phone numbers and email addresses of all witnesses.

11.4 Subsequent assistance

Subsequent to the Accident or 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; and

(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.

11.5 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.

11.6 Consequences of lack of co-operation

Your entitlement to Damage Cover will be reduced, including to nil, according to the extent We are prejudiced as a direct result of any delay in complying with:

(a) the reporting obligations in clauses 11.1 and 11.2; and

(b) the obligations in clause 11.4 to forward third party correspondence and court documents to Us within seven (7) days and to co-operate with Us in the investigation of any Accident or theft claim and the prosecution or defence of any legal proceedings.

12 End of the Rental

12.1 Return of the Vehicle

(a) You **must** return the Vehicle:

(i) to the Hiring Location;

(ii) on the date and by the time shown in the Agreement;

(iii) in a reasonable state of cleanliness;

(iv) in the same mechanical condition, it was in at the Start of the Rental Contract, fair wear and tear excepted; and

(v) with a full tank of fuel.

(b) If You return the Vehicle:

(i) with less than a full tank of fuel a refuelling charge of $55 (including GST) plus the cost of the fuel, will apply;

(ii) with less than the checkout level of EV charge, You will be charged a fee per kilowatt hour;

(iii) with less than a 20% charge, a Low Battery Recharging fee will apply;

(iv) earlier than the date shown in the Agreement there is no entitlement to a refund;

(v) more than one hour after the date and time set for its return in the Agreement, We will charge You 20 per cent of the daily Rental fee for each hour it is overdue up to one full day's rental and a further full day's rental at the standard rate for each 24 hour period or part thereof until the Vehicle is returned to Us; or

(vi) at any time outside Our normal business hours, You **must** pay for the daily Rental Charges and all Damage until the Hiring Location next opens for business **unless** We have agreed to an after business hours drop off and it is shown on the Agreement.

12.2 End of the Rental payments

At the End of the Rental, You **must** pay:

(a) the balance of the Rental Charges, including any charges for fuel, EV charging and excess kilometres (if any);

(b) the Damage Liability Fee if there is Damage or Third Party Loss as a result of an Accident or the Vehicle is stolen;

(c) any costs We incur, including:

(i) refuelling costs

(ii) EV charging costs;

(iii) extra cleaning costs;

(iv) repossession fees;

(v) towing fees;

(vi) assessment fees; and

(vii) additional cleaning fees as a result of smoking or vaping in the Vehicle

(d) for all Damage and Third Party Loss arising from a Major Breach of the Rental Contract; and

(e) for all Damage and Third Party Loss for which Damage Cover is excluded pursuant to clause 9.1 or reduced pursuant to clause 9.2.

12.3 Credit card authority

By signing the Agreement You authorise Us to debit Your credit card within a reasonable time after the End of the Rental for any amount that is due to Us or remains unpaid,including:

(a) the Rental Charges;

(b) tolls;

(c) speeding and traffic fines and infringements;

(d) fines or charges imposed for parking;

(e) administrative charges for unpaid tolls, fines or infringements;

(f) extra cleaning costs;

(g) refuelling costs;

(h) the Damage Liability Fee; or

(i) any amount due to Us as a result of a Major Breach.

12.4 Default in payment

(a) By entering into the Rental Contract You have agreed to pay all of the amounts owed to Us under the Rental Contract.

(b) Acting reasonably, We may decline all future rentals if there is any default in payment of amounts due under the Rental Contract that exceeds a period of 14 days.

(c) If You default in the payment of any moneys owed to Us under the Rental Contract:

(i) You **must** 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;

(ii) We may engage a mercantile agent or debt collector and You must 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; and

(iii) 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.

12.5 Deleting Personal Information and data

(a) Before returning the Vehicle it is Your responsibility to delete any Personal Information or data, such as mobile phone numbers, stored addresses, or navigation history, 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) Where You have failed to sign out of an application or remove or delete any Personal Information, data or mobile phone numbers from the Vehicle, We are not responsible for:

(i) removing that Personal Information, data or those mobile phone numbers;

(ii) any future use of Your account by third parties subsequently renting the Vehicle; or

(iii) access by a third party to, or disclosure of, any Personal Information collected by the Vehicle.

12.6 Personal items left in the Vehicle

If personal items are left in the Vehicle at the End of the Rental they will be kept safely for a period of 14 days during which time they may be reclaimed, but if not reclaimed they will dealt with according to state or territory legislation or donated to a suitable charity.

12.7 Post Rental inspection procedure

(a) We will take reasonable steps to conduct a post Rental inspection in Your presence; and

(b) If You do not wish to wait for the full inspection, We will use reasonable endeavours to conduct the inspection within one (1) Business Day and if Damage is detected, We will notify You as soon as it is reasonably practical to do so.

12.8 Failure to return the Vehicle on time or to the Rental Station

(a) If You fail to return the Vehicle on the scheduled date and at the time shown in the Agreement:

(i) We may terminate the Rental Contract;

(ii) if the location of the Vehicle is known, We may recover it by lawful means or if it is unknown, after making reasonable attempts to contact You, We will report the Vehicle to the police as having being stolen; and

(iii) You **must** pay any towing or recovery fees incurred in the Vehicle's recovery.

(b) If the Vehicle is left at any other place than the Hiring Location from which it was rented:

(i) the termination of the Rental Contract will take effect only after the Vehicle has been collected by Us and an inspection for Damage has occurred; and

(ii) You are responsible for Damage to the Vehicle up until this time of the collection and inspection.

13 Major Breach

13.1 What is a Major Breach?

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

(a) there is a breach of any of the following:

(i) clause 2 (who may drive the Vehicle);

(ii) clause 3 (prohibited use);

(iii) clause 4 (prohibited areas of use);

(iv) clause 5.1 (false and misleading information);

(v) clause 6.1 (Vehicle to be locked and keys kept in Your possession);

(vi) clause 6.2 (reasonable care);

(vii) clause 6.3 (charging an EV);

(viii) clause 6.4 (maintenance for long term rentals);

(ix) clause 6.5 (notification of Vehicle fault);

(x) clause 6.6 (Overhead Damage);

(xi) clause 6.7 (Underbody Damage; or

(xii) clause 10.3 (repair without authority);

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

(b) there is a breach of:

(i) clause 5.4 (prompt payment of the Rental Charges);

(ii) clause 11 (Accident and theft reporting) that prevents Us from properly investigating a claim arising from an Accident or theft or from prosecuting or defending any Accident or theft claim; or

(iii) clause 16.2(c) (tampering with, or removal of, the Tracking Device); 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.

13.2 No Damage Cover

If You or any Authorised Driver:

(a) commit a Major Breach of the Rental Contract; or

(b) drive the Vehicle in a reckless manner so that a substantial breach of road safety legislation has occurred,

You and any Authorised Driver have no Damage Cover and are liable for:

(i) Damage, theft of the Vehicle and Loss of Use;

(ii) Third Party Loss; and

(iii) all additional costs or expenses We incur in recovering the Vehicle.

14 Termination of the Rental Contract

14.1 Termination and repossession

Acting reasonably, We may terminate the Rental Contract and take immediate possession of the Vehicle if:

(a) there has been a Major Breach;

(b) there has been a breach of clause 13.2(b);

(c) the Vehicle has been illegally parked for longer than 24 hours; or

(d) the Vehicle is apparently abandoned.

14.2 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;

(b) You give Us permission to access and enter Your premises to repossess the Vehicle without using unreasonable force or causing damage; and

(c) You must pay any towing or recovery fees incurred in the Vehicle's repossession.

14.3 Termination of the Rental Contract through bankruptcy or insolvency

We may terminate the Rental Contract if:

(a) You become bankrupt, insolvent, convene a meeting with Your creditors or propose or enter into an arrangement with creditors, or make an assignment for the benefit of Your creditors; or

(b) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of You or any of Your assets.

15 Personal Property Securities Act 2009 (Cth)(PPSA)

15.1 Interest is as bailee only

You have no right to, or interest in, the Vehicle other than as a bailee and You must not endeavour to obtain any other right or interest by Yourself or Your nominee.

15.2 Security Interest

You acknowledge that:

(a) the Rental Contract may create a security interest (**Security Interest**) (as that term is defined in the PPSA) in the Vehicle;

(b) We have a Security Interest in the Vehicle and the Vehicle will at all times remain subject to that Security Interest; and

(c) We may register the Security Interest on the Personal Property Securities Register.

16 Privacy

IMPORTANT NOTICE

Damage Cover is excluded if there is a breach of clause 16.2(c) and may result in Vehicle repossession. See clauses 13 (Major Breach) and 14.1 (Termination and repossession) for further details.

16.1 Personal Information

(a) We are committed to respecting Your privacy and will not collect, use or disclose Your Personal Information where doing so would be contrary to law.

(b) When We collect Your Personal Information, We will do so only for the purpose of providing rental services to You. If You choose not to provide this information to Us We may not be able to provide those rental services to You.

(c) We take reasonable steps to make sure Your Personal Information is accurate, up to date and complete and that it is protected from misuse, loss or unauthorised access, modification or disclosure.

16.2 Tracking Device

(a) To maintain and protect the Vehicle We may fit a 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.

(b) Information from the Tracking Device may be used during and after the Rental Period. When You sign the Agreement, You expressly consent to Us:

(i) using the Tracking Device on the Vehicle during the Rental Period; and

(ii) collecting, using and retaining information from the Tracking Device for the purposes referred to in clause 16.2(a) and in accordance with Our Privacy Policy.

(c) You **must not** tamper with the Tracking Device or remove it from the Vehicle.

16.3 EV's and plug in hybrid vehicles

(a) The technology associated with EV's and plug-in hybrid vehicles means that data is generated and used in ways that are different to vehicles that are not equipped with this technology. EV's and plug-in hybrid vehicles may collect data regarding usage of the Vehicle, including charging information, location data, diagnostic data, app data (if applicable), autopilot data (if applicable) and other general analytic data.

(b) You should read the privacy policy of the manufacturers of the specific EV or plug-in hybrid Vehicle that You rent from Us in order to understand how data generated by Your use of the Vehicle may be collected and used by the Vehicle manufacturer.

(c) By using an EV or plug-in hybrid Vehicle provided by Us, You consent to the collection of Vehicle data as set out above. You may refuse to consent to this data collection and sharing at any time, but this may prevent Us from providing You with an EV or plug-in hybrid Vehicle.

17 Definitions and interpretation

17.1 Definitions

In these Terms and Conditions:

Accident means an unintended, unexpected and unforeseen incident, including:

(a) a collision between the Vehicle and another vehicle or object, including animals and roadside infrastructure;

(b) rollovers; and

(c) weather events, including hail Damage,

that results in Damage or Third Party Loss.

Annexure(s) means the annexures to these Terms and Conditions which form part of the Rental Contract with You.

Authorised Driver means any driver of the Vehicle who is approved by Us and who is recorded on the Agreement prior to the Start of the Rental Contract.

Business Day means a day which is not a Saturday, Sunday, public holiday or bank holiday in Brisbane, Queensland.

Damage means:

(a) any loss or damage to the Vehicle including its engine, parts, components and accessories, including the GPS unit, however caused that is not fair wear and tear;

(b) towing, recovery and salvage costs;

(c) assessing fees;

(d) Loss of Use,

and for the removal of doubt, any Damage to the windscreen, headlights, lights or tyres that makes the Vehicle unroadworthy is not fair wear and tear.

Damage Cover means the cover You and an Authorised Driver have for Damage, theft, attempted theft and Third Party Loss under clause 8, subject to the Damage Cover Exclusions in clause 9.

Damage Liability Fee means the amount, including GST, up to which You **must** pay Us in the event of an Accident or attempted theft that causes Damage or Third Party Loss or the Vehicle has been stolen and not recovered.

End of the Contract means the date and time shown in the Agreement when the rental ends and by which date and time the Vehicle must be returned to Us.

EV means an electric vehicle, a battery electric vehicle and a hybrid vehicle that is powered solely or partially by an electric motor drawing electricity from a battery.

GST means the goods and services tax imposed by the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Hiring Location means the location from which the Vehicle is rented, as shown on the Agreement.

Incident Report Form means the document You **must** complete and submit to Us if there is Damage to the Vehicle or it has been stolen.

Loss of Use means Our loss calculated on a daily basis at the daily rate shown in the Agreement because the Vehicle is being repaired or replaced if it is written off as a result of an Accident or it has been stolen and not recovered.

Major Breach means a breach of any of the clauses listed in clause 12.1.

Off Road means an area, surface or terrain that is not a sealed or 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 to the Vehicle;

(b) Damage to any part of the pantech or box section of a commercial Vehicle that is used for the carriage of goods or passengers; 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) objects being placed on the roof of the Vehicle; or

(iii) 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).

PPSA means the Personal Property Securities Act 2009 (Cth).

Privacy Policy means Our privacy policy in Annexure 4.

Rental Charges means the charges payable for renting the Vehicle from Us together with GST and any other taxes or levies which are all fully set out in the Agreement.

Rental Period means the period commencing at the time shown in the Agreement and concluding at the End of the Rental.

Security Deposit means the amount shown on the Agreement We collect from You at the Start of the Contract as security for the Rental Charges and other fees and charges incurred during Your rental and the amount is fully refundable subject to clause 5.3.

Snow Line means:

(a) the alpine regions and snowfields in Victoria (commencing at Bright) and New South Wales (commencing at Jindabyne) between 1 June and 31 October; and

(b) any area where it is indicated or required that snow chains are to be fitted to the Vehicle.

Start of the Rental Contract means the date and time that the rental commences as shown in the Agreement.

The Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

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

Tracking Device means a GPS or other device that is fitted to the Vehicle that has electronic tracking capabilities to determine its location and other data including speed, braking and fuel levels.

Underbody Damage means any damage to the Vehicle caused by or resulting 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 and does not arise as a result of an impact with another vehicle.

Unsealed Road means a road, other than a road that is undergoing temporary roadworks, 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 Agreement and includes its parts, tools, components, accessories, keys, keyless start or remote door control device, audio equipment, GPS Tracking Device, child restraints, spare tyre and first aid kit (if fitted) and includes any replacement Vehicle.

Vehicle Condition Report means the document that shows the condition of the Vehicle and lists any Damage at the time of the inspection.

We, Us, Our, means Everything Fleet Pty Ltd trading as Everything Fleet ABN 74 659 317 067.

You, Your means the person, whether it is an individual, a firm or company or government agency that rents the Vehicle from Us and whose name is shown in the Agreement.

17.2 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.

ANNEXURES

1. **Fuel and EV Charging Policy**
2. **Damage Management Policy**
3. **Liability Waiver Options**
4. **Privacy Policy**

Annexure 1 – Fuel and EV Charging Policy

Fuel is not included in Your Rental rate.

Return with a Full Tank
Your Vehicle will be provided to You with a full tank of Fuel upon return of the Vehicle it must be returned with a full tank.

IMPORTANT NOTICE
Fuel gauges may still indicate that the tank is "full" many kilometres after it was last re-filled. To deal with this, we ask You to refill the tank within 15 km of the return location and bring Your Fuel receipt with You when returning the Vehicle.

We ask You to present a copy of the Fuel receipt to a team member or leave a copy in the Vehicle. If You do not do so, we reserve the right to apply a Charge.

Service Charge
We will Charge You a price per litre to refill the tank. These prices are indicated on Your Agreement.

EV Charging is not included in Your Rental rate.

Return with a 90% Charge
Your Vehicle will be provided to You with a minimum of 90% charge, upon return of the Vehicle it must be returned with a minimum of 90% charge.

Our Hybrid Electrical Vehicles can be charged using the charger cable supplied with your vehicle. The charger plugs into any power point.

The Hybrid Electrical Vehicles have a standard charge and range which will be explained to you on pickup.

Please ensure that the charger is returned undamaged with the vehicle. In the event that the charger is damaged or missing a fee of $770 will be added to your Rental.

EV Charging Fee
We will Charge You a price per kilowatt hour to recharge the vehicle. These prices are indicated on Your Agreement.

Annexure 2 – Damage Management Policy

We have a clear Damage Management Policy to explain how we will invoice You for any Damage You make to the Vehicle during Your Rental. Always refer to our Terms and Conditions for full details of Your Rental Contractual Obligations.

Please note that depending on the type of protection You bought for the Rental Service, You may not have to pay for the Damage, or You may only be partially liable or a Third-Party may be liable.

Vehicle Inspection at Pick-up

As per Your Agreement, You are required to inspect the Vehicle ensuring that the condition of the Vehicle is consistent with that noted on Your Agreement. Should You notice any discrepancies before You depart (over and above Fair Wear and Tear) please return to the office where one of our team members will assist You

Damages Identified upon Return of Vehicle

IMPORTANT NOTICE

At peak times You should allow time to complete the inspection of the Vehicle with our team and agree any Damage. If You don't have time to do this or You return the Vehicle when the location is closed, any new Damage will be assessed in Your absence. If You have taken date and time stamped photograph of the relevant pre-existing Damage, show them to a team member.

- Our team will inspect the Vehicle with You on the return of Your Vehicle;
- Our team will highlight any new Damage not noted on the Vehicle Conditions Report;
- You will be asked to complete a Vehicle Incident Report Form (VIRF);
- You are obligated to provide as much information as possible including anyThird-Party details.

Damages Identified after Your Departure

If our team have identified Damage (Fair Wear and Tear excepted) when they inspect the Vehicle after You have departed, they will:

- attempt contact with You for 24 hours post return, notifying You if new Damage not noted on Your Agreement is found;
- ask You to provide information to complete the VIRF;
- submit the form to our Claims Department, with the information they have available to them and You will then receive Your Initial Case Notification.

Damage Waiver Options

If Damage occurs to our Vehicle and/or to Third-Party property during the course of Your Rental, You are liable for the Damage Liability as specified on Your Agreement.

This amount represents the maximum figure You will be expected to pay, providing the Terms and Conditions of Your Agreement have not been breached. This amount will automatically be charged to Your Agreement.

Travel Insurance

Travel Insurance is not Vehicle insurance and does not provide cover for the Vehicle. If You have purchased Travel Insurance, You have only acquired cover for reimbursement of up to the maximum amount of the Damage waiver.

Travel Insurance does not exempt You from paying the Damage Waiver. You will need to pay this at the time of the Accident and forward all relevant documentation to Your insurer for reimbursement.

If You do not pay Your Damage Liability in full at the time of the Accident and/or within the timeframes provided within the Terms and Conditions of the Agreement, You will be in breach of Your Agreement.

The reimbursement process will take up to 30 days in straightforward cases. However, in more complex cases, and if liability is disputed the claim may take in excess of 12 months.

You need to refer to the Terms and Conditions of Your travel cover for additional information as each provider varies greatly.

Stolen Vehicles

If the Vehicle is stolen whilst in Your possession You are liable for the Damage Liability provided You have secured the keys and have not breached the Terms and Conditions of Your Agreement.

You are also liable for all rental charges up to the time the vehicle is returned to us as well as any repossession charges and/or towing fees

No Damage to the Vehicle

If a Third-Party is involved, the Damage Liability has to be paid, even if there is no Damage to the Vehicle.

If You do not report the incident involving a Third-Party property and do not pay the Damage Liability within the specified timeframes, You will not be covered under the Terms and Conditions of Your Agreement.

Damage Incident whist on Rent

If You have an Accident the following steps must be taken:

1. **Reporting an Accident or theft to Us**

   (a) If You or an Authorised Driver has an Accident or if the Vehicle is stolen You **mus**t:

      (i) contact Us to report the Accident or theft as soon as practicable, but in no case more than 24 hours of it occurring; and

      (ii) subsequently fully complete an Incident Report Form.

   (b) The Incident Report Form should include as much information as is reasonably practical, including:

      (i) the information listed in clause 3 below regarding the contact details for 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 the Accident or theft, 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.

2. Reporting an Accident or theft to the police

If the Vehicle is stolen or if You or an Authorised Driver of the Vehicle has an Accident where:

(a) any person is injured;

(b) the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or

(c) the other party appears to be under the influence of drugs or alcohol,

You or the Authorised Driver must also report the theft or Accident to the police as soon as:

(i) the theft is discovered; or

(ii) it is practical to do so after an Accident.

3. Steps You must take following an Accident

If You or an Authorised Driver have an Accident You and the 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 the Vehicles before they are moved for towing or salvage;

(ii) the Damage to the Vehicle;

(iii) the damage to any third party vehicle or property; and

(iv) the general area where the Accident occurred, including any road or traffic signs; and

(g) obtain the names, addresses, phone numbers and email addresses of all witnesses.

Filling out the IRF

This form may be used as a legal document in court and as such needs to be complete, clear, concise and accurate. Use additional pages if required.

You must include a diagram, a detailed description including streets/addresses, and the Third-Party details as this will speed up the processing of Your claim.

Please provide copies of all additional information e.g., Police reports/incident numbers, photographs of the scene, witnesses. Third-Party claims involving additional protection coverage can be nullified if accurate and full details of the Third-Party are not provided and/or the police have not been notified at the time of the Accident.

Vehicle Repairs

Repair costs vary depending on the type of Damage:

- Light Damage which does not affect the safe driving of the Vehicle, such as light scratches; light impacts on the windshield, scratches on bumpers: Charges are based on an itemised estimate of the replacement or repair costs obtained
- from an authorised repair shop.
- More substantial Damage impairing the use of the Vehicle and requiring its temporary immobilization, such as bodywork Damage. This type of Damage will be evaluated by an independent expert and invoiced according to the expert's report or a cost estimation made by an independent auto-repair garage. This can take time depending on availability of parts.

Claims Procedure and Timeframes

Once a Damage claim has been created we will endeavour to communicate with You as quickly as we can.

Please note:

- Gathering information from suppliers/repairers/assessors/investigators takes time. Generally, our team is not in a position to supply You with information about Your claim status earlier than 21 business days after You have returned the Vehicle.
- Our team, along with the Third-Party insurers will make a decision on liability and with straightforward cases, this decision can be made early.
- The providing of Third-Party details doesn't always equate to the Third- Party accepting liability.
- If liability is disputed or if the Third-Party is un-contactable, the claim will take longer and in some cases in excess of 12 months.

Refunds

- **Refunds for Single Vehicle Accidents:** should the total costs of the claim be less than the Damage waiver charged, You will receive a refund for the difference, only if no other party and/or property was involved. This process could take up to 30 business days.
- **Refunds for Multi Vehicle Accidents:** in the event a Third-Party is at fault, we will attempt recovery of the total cost of the claim. We are unable to finalise any refund until liability is accepted AND payment is received. A partial refund may be provided before the claim is completed, if the total costs of the claim to all Vehicles/property involved is less than the Recovery Fee charged.

Claims Related Fees

- Administration Fees, Credit Card Fees and Airport Surcharges associated with the liability Charges on Your Agreement are non-refundable.
- A Claims Handling Fee is charged for the Administration of Your claim.
- A Vehicle Movement Fee is charged for the relocation of the Vehicle to the appropriate repairer. This Fee varies depending on the location of Your Vehicle.

- Towing Fees are charged for removing a Vehicle from the scene of an Accident to and from, a secure compound.
- Loss of Use Fee is calculated at the rate shown in Your Agreement. This is the amount of our Loss due to (i) the Vehicle needing repairs; (ii) waiting for the repairs to be completed; (iii) the Vehicle being a write off; (iv) the Vehicle being stolen and the time we are waiting for it to be replaced.
- We will provide verification documents of the Charges to be applied:
- Repair Quote or Invoice
- Loss of Use calculation
- Third-Party Loss support (if applicable)
- Administration Fees

The Claims Department

For legal reasons, You will need to communicate with the Claims Department in writing in the first instance. When emailing the Claims Department for the first time, please record the Agreement Number and the Vehicle Registration in the subject line. Also attach the IRF that has been filled out by yourself, when reporting the Accident.

When emailing successive times, please record the Incident Claim Number that has been provided to You by the Claims Department. Emails without this information may not be responded to.

Definitions

Fair Wear and Tear – this means "ordinary wear due to reasonable use" and includes normal wear on tyre treads and wiper blades and minor scratches and isolated stone chips, small dents (excluding roofs and bonnets) where the paint surface has not been broken and there is no paint removal, paint cracking or flaking.

It also entails light marks that can be removed by vacuum or general cleaning and light scuffing or smears on the upholstery, floors, carpets, dash, interior of the Vehicle that is removable by general cleaning.

Any Damage to windows, windscreens or any lights on the Vehicle is not covered by Fair Wear and Tear unless covered by additional Protection Options, purchased at the start of the Rental Contract.

IMPORTANT NOTICE

Fair Wear and Tear on Your Vehicle will not be charged. If You are unsure about what constitutes Fair Wear and Tear, please refer to our publication on this matter, available on our website.

Annexure 3 – Liability Waiver Options

If Your Vehicle is involved in an Accident, a Damage Liability Fee will apply. Optional Damage waiver packages are available to reduce Your financial liability for an additional Fee. These packages are not insurance.

Standard Cover
Standard Cover is included in the price of the Rental at no additional cost. However, if Your Vehicle is lost, stolen or Damaged You are liable for the standard Damage Liability Fee outlined on Your Rental Contractual Agreement, even if You have Travel Insurance. This applies to each incident of Damage or Loss caused except in the event of Loss or Damage for a Prohibited Use.

Examples of Damage covered by Standard Cover include:

- Impact with a fixed or moving object (e.g. Damage caused if You have an Accident);
- Loss of control of the Vehicle;
- Fire caused by Vehicle defect, including electrical fault, or from adjacent fire or explosion, criminal or terrorism acts.

This cover excludes:

- Loss or Damage arising from a Prohibited Use;
- Hail Damage;
- Damage to underbody, pantech and overhead Damage, Infringements including traffic and parking Fines (private parking Charges which will be on-charged to Your Card) and Fuel.

There may be no cover for Damage, theft of the Vehicle or Third-Party Loss in some circumstances. Minimum age 21. Please refer to the Terms and Conditions for a full understanding of inclusions and exclusions.

Extra Cover
Extra Cover is optional – this can be purchased for an additional cost that allows You the best reduction of the Damage Liability Fee.

This cover excludes:

- Loss or Damage arising from a Prohibited Use;
- Hail Damage;
- Damage to underbody, pantech and overhead Damage, Infringements including traffic and parking Fines (private parking Charges which will be on-charged to Your Card) and Fuel.

There may be no cover for Damage, theft of the Vehicle or Third-Party Loss in some circumstances. Minimum age 21. Please refer to the Terms and Conditions for a full understanding of inclusions

Annexure 4 – Privacy Policy

Everything Fleet Pty Ltd and its Rental and other Rental-related businesses, business affiliates, and subsidiaries, including Everything Fleet and Everything Car & Truck Rentals (together "We", "Us", and "Our") respects the privacy rights of our customers and we are committed to protecting Your privacy. This Privacy Policy (the "Policy") explains our data handling practices with regard to Your Personal Data, as well as Your rights associated with Your Personal Data. This Policy was last updated on December 31, 2021.

We Respect Your Privacy

We respect Your right to privacy and are committed to safeguarding the privacy of our customers and website visitors. We adhere to the Australian Privacy Principles contained in the Privacy Act 1988 (Cth). This policy sets out how we collect and treat Your personal information.

"Personal information" is information we hold which is identifiable as being about You.

Collection of Personal Information

We will, from time to time, receive and store personal information You enter onto our website, provided to Us directly or given to Us in other forms.

You may provide basic information such as Your name, phone number, address and email address to enable Us to send information, provide updates and process Your product or service order. We may collect additional information at other times, including but not limited to, when You provide feedback, when You provide information about Your personal or business affairs, change Your content or email preference, respond to surveys and/or promotions, provide financial or Credit Card information, or communicate with our customer support.

Additionally, we may also collect any other information You provide while interacting with Us.

How we Collect Your Personal Information

How we Collect Your Personal Information

We collect personal information from You in a variety of ways, including when You interact with Us electronically or in person, when You access our website and when we provide our services to You. We may receive personal information from Third-Parties. If we do, we will protect it as set out in this Privacy Policy.

Use of Your Personal Information

We may use personal information collected from You to provide You with information, updates and our services. We may also make You aware of new and additional products, services and opportunities available to You. We may use Your personal information to improve our products and services and better understand Your needs. We may contact You by a variety of measures including, but not limited to telephone, email, SMS or mail.

Disclosure of Your Personal Information

We may disclose Your personal information to any of our employees, officers, insurers, professional advisers, agents, suppliers or subrental Contractors insofar as reasonably necessary for the purposes set out in this Policy. Personal information is only supplied to a Third-Party when it is required for the delivery of our services.

We may from time to time need to disclose personal information to comply with a legal requirement, such as a law, regulation, court order, subpoena, warrant, in the course of a legal proceeding or in response to a law enforcement agency request.

We may also use Your personal information to protect the copyright, trademarks, legal rights, property or safety of Everything Fleet Pty Ltd its customers or Third-Parties. Information that we collect may from time to time be stored, processed or transferred between parties located in countries outside of Australia.

If there is a change of control in our business or a sale or transfer of business assets, we reserve the right to transfer to the extent permissible at law our user databases, together with any personal information and non-personal information contained in those databases. This information may be disclosed to a potential purchaser under an Agreement to maintain confidentiality. We would seek to only disclose information in good faith and where required by any of the above circumstances.

By providing Us with personal information, You consent to the terms of this Privacy Policy and the types of disclosure covered by this Policy. Where we disclose Your personal information to Third-Parties, we will request that the Third-Party follow this Policy regarding handling Your personal information.

Security of Your Personal Information

We are committed to ensuring that the information You provide to Us is secure. In order to prevent Unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure information and protect it from misuse, interference, Loss and Unauthorised access, modification and disclosure.

The transmission and exchange of information is carried out at Your own risk. We cannot guarantee the security of any information that You transmit to Us or receive from Us. Although we take measures to safeguard against Unauthorised disclosures of information, we cannot assure You that personal information that we collect will not be disclosed in a manner that is inconsistent with this Privacy Policy.

Access to Your Personal Information

You may request details of personal information that we hold about You in accordance with the provisions of the Privacy Act 1988 (Cth). A small Administrative Fee may be payable for the provision of information. If You would like a copy of the information, which we hold about You or believe that any information we hold on You is inaccurate, out of date, incomplete, irrelevant or misleading, please email us at hello@everythingfleet.com.au We reserve the right to refuse to provide You with information that we hold about You, in certain circumstances set out in the Privacy Act.

Changes to Privacy Policy

Please be aware that we may change this Privacy Policy in the future. We may modify this Policy at any time, in our sole discretion and all modifications will be effective immediately upon our posting of the modifications on our website or notice board. Please check back from time to time to review our Privacy Policy.

Website

When You visit our website

When You come to our website, we may collect certain information such as browser type, operating system, website visited immediately before coming to our site, etc. This information is used in an aggregated manner to analyse how people use our site, such that we can improve our service.

Cookies

We may from time-to-time use cookies on our website. Cookies are very small files which a website uses to identify You when You come back to the site and to store details about Your use of the site. Cookies are not malicious programs that access or Damage Your computer. Most web browsers automatically accept cookies, but You can choose to reject cookies by changing Your browser settings. However, this may prevent You from taking full advantage of our website. Our website may from time-to-time use cookies to analyses website traffic and help Us provide a better website visitor experience. In addition, cookies may be used to serve relevant ads to website visitors through Third-Party services such as Google AdWords. These ads may appear on this website or other websites You visit.

Third-Party sites

Our site may from time to time have links to other websites not owned or controlled by Us. These links are meant for Your convenience only. Links to Third-Party websites do not constitute sponsorship or endorsement or approval of these websites. Please be aware that we are not responsible for the privacy practices of other such websites. We encourage our users to be aware, when they leave our website, to read the privacy statements of each website that collects personal identifiable information.

Mobile Analytics

When You download and use our Apps, we use mobile analytics software to help Us better understand the functionality of our App on Your mobile device. Our analytics may record how often You use the App, how You use the App, aggregated usage, performance data and where You downloaded the App from. To read more about how we use information for research please see the Analytics section.

Mobile GPS and Push Notifications

If You let Us, when You use our Apps, we may collect location markers using the GPS in Your device. Knowing approximately where You are helps the App provide You better service, such as finding the nearest location near You. This also helps Us send You push notifications or other communications based on Your location (for example, nearby special offers) and for providing certain services such as arrival and return notifications, providing information about Vehicle location, available upgrades, etc. We will only share this information with our mapping provider for the purpose of providing You, our services. To ensure You receive proper notifications, we will need to collect certain information about Your device such as operating system and user identification information. If You change Your mind about sharing Your location or receiving push notifications from the App, adjust the settings of Your mobile device to turn off transmission of geolocation data or to stop transmission of push notifications at any time. Just remember if You do turn these features off, You will not receive information tailored to Your location or special locations-based offers.

Complaints

If You have any complaints about our privacy practices, please feel free to send in details of complaints to PO BOX 9060, GCMC, Queensland, 9726. We take complaints very seriously and will respond shortly after receiving Your complaint.

EverythingFleet®
CAR & TRUCK RENTALS

Everything Fleet Pty Ltd *trading as Everything Fleet.* ACN 659 317 067 ABN 74 659 317 067

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