



Terms and Conditions

Rental Agreement – Part B

The Rental Agreement between You and Redspot consists of Part A The part containing Your details and the Vehicle details; and, Part B This document which includes Redspot's Terms and Conditions. You should read the whole of Part A and Part B before signing your Rental Agreement. However if You choose not to do so, You should at least read the information under the heading "Important Information" which contains general information and a summary of some of the more important provisions of the Rental Agreement.

Important Information

Bonds: Redspot will pre-authorise a credit card bond at the start of rental for an amount up to \$1,000 depending on Your Loss or Damage Liability and the Vehicle class rented. A credit card authorisation holds or secures an amount on Your credit card, allowing Redspot access to the funds in the event additional amounts need to be charged, such as damage liability, rental extension or fuel charges. A credit card authorisation is not a charge but it will limit the funds available on Your credit card. If no charges are processed by Redspot Your bank will release the hold on Your funds after a period of up to 28 days.

Your Loss or Damage Liability: Your Loss or Damage Liability ("LDL") is the amount payable by You in the event of loss or damage to the Vehicle even if You are not at fault. Your liability includes damage to the Vehicle, damage to other vehicles, a Claims Administration Fee, loss of use, towing and more. If at the start of rental You elect the Loss or Damage Liability Reduction ("LDR") and pay the applicable fee Redspot agrees to reduce Your LDL.

If Another Party is at Fault: If another person has caused the damage Redspot attempts to recover all costs from that person or his/her insurer. The amount paid by You towards damage liability will be refunded to You to the extent Redspot is successful in recovering all costs, including Redspot's. For more information please refer to Clause 8 "Your Liability" under the Terms and Conditions below.

Single Vehicle Accident & Remote Locations: Where the Vehicle is hired from a Remote Location and driven between Sunset and Sunrise outside a City Province, and loss or damage is the result of a Single Vehicle Accident You will be liable for all losses suffered; refer to Clause 8 "Your Liability". For further information please refer to "Remote Locations".

Windscreen damage, Headlight damage, Tyre damage and Overhead Damage ("WHTO"): WHTO cover may be purchased separately or included in Your rental rate package. WHTO cover does not cover damage caused by a person stepping standing or sitting on the roof or any other panel of the Vehicle or by loading or unloading goods. Your liability for Damage to the roof of the Vehicle caused by loading or unloading goods including surf craft is not covered or limited.

Unsealed Road Use: If You drive on an Unsealed Road Your liability for Loss or Damage will be increased by the amount of the Unsealed Road Liability shown in Part A of the Rental Agreement. If you exceed 50 km/h on an unsealed road You will be liable for all losses suffered; refer to clause 8: "Your Liability." Vehicles rented from a Remote Location are not permitted to drive on Unsealed Roads.

Renter Abuse: Renter abuse is not covered by insurance. If You drive recklessly, take the Vehicle off-road or drive the vehicle into water or outside the permitted area of use, abuse or wilfully damage the Vehicle in any way You must pay the full cost to repair any damage. For more information please refer to Clause 3 "Prohibited Use of Vehicle" and Clause 8 "Your Liability" of the Terms and Conditions.

Damage which You may be held liable for: Please check the Vehicle for damage before driving it. Prior damage will be marked on the Vehicle Check Out Report form. If You believe there is additional damage not noted please ask a Redspot staff member to check the Vehicle for You before You drive away. For further information please read the "Vehicle Damage Monitoring & Repair Policy and Procedure" which is Schedule 1 to the "*Rental Agreement*."

Vehicle Return: A Vehicle inspection will be carried out by Redspot as soon as possible after You return the Vehicle. You are responsible for any new damages found upon Vehicle inspection. You must return the Vehicle with all of its original components and accessories. You are liable for the replacement cost of any missing parts including hub caps, fuel caps and aerials. For more information about Vehicle return policies refer to clause 6 "*Return of the Vehicle*" Part B of the Terms and Conditions.

Fuel & Refuelling: Please take care when refuelling. If You fill the Vehicle with an incorrect fuel grade or type You must pay the full cost of any resulting loss or damage. Please refer to the manufacturer's handbook for refuelling information.

24 Hour Road Side Assistance: Your Vehicle is covered for Roadside assistance for Vehicle breakdowns. If the call out is due to Your negligence You will be charged a breakdown call out fee. The number for roadside assistance can be found on Your vehicle key tag.

One-Way rental fee: If You return the Vehicle to a location other than the location You collected it from You will be charged a relocation fee. For details refer to the "*Table of Standard Fees and Charges*".

Vehicle Cleaning Fee: If You return the Vehicle excessively soiled You will be charged a Vehicle cleaning fee. For details refer to the "*Table of Standard Fees and Charges*".

Smoking Prohibited: Smoking is not permitted in any Redspot Vehicle. If You, Your passengers or any other person smokes in the Vehicle during the rental You will be charged a cleaning fee. For details refer to the "*Table of Standard Fees and Charges*".

Dispute Resolution: Redspot's dispute resolution process does not affect Your rights at law. If You believe You have been dealt with unfairly by Redspot or if You believe Redspot has made an error You should raise Your concerns with The Feedback Manager: Email: feedback@redspot.com.au, Mail: Redspot Head Office Pty Ltd PO Box 886 Mascot NSW 1460, Australia. If You and the Manager are unable to reach a resolution Your dispute will be reviewed at Your request by the Senior Manager with responsibility for the area of Your comments.

Early Returns: Redspot will accept the return of the Vehicle before the date and time nominated on the Rental Agreement. Refunds for any unused rental period will only be given where Your rental rate package provides for a refund in the event of early return.

Traffic Infringement Charges: You are responsible for all traffic and parking infringements during the period of the rental. If Redspot is notified of an infringement during or after the end of the rental it will provide to the notifying authority details necessary for the authority to hold You liable for the infringement. Redspot will without notice charge to Your credit card an administration fee to cover its costs in providing these details. For details refer to the "*Table of Standard Fees and Charges*".

Electronic Toll Road Pass (E-Tag) & Toll Road Charges: Australia has a significant number of toll roads in particular Brisbane, Melbourne and Sydney all of which are cashless. Tolls vary dependant on the road used and the length of the journey. Every rental vehicle is fitted with an electronic toll pass. If a Customer travels through a toll collection point, the Customers credit card will be charged for the toll and an administration fee. The charge can be delayed by up to a month or more dependent on when the notification is received by us from the toll road operator. If a valid email address is on file then a revised rental receipt will be emailed advising of the toll road charges.

The electronic devices in our rental cars are not allowed to be removed. The road toll policy applies to all vehicles and customers must not use any other tag or tolling device / product of any other toll provider. If you bring your own device you do risk being charged twice, once for the device fitted in the vehicle and once by your own toll road provider.

Area of Use: You must not use the Vehicle outside the Permitted Area of Use. If You take the Vehicle outside the Permitted Area of Use Your liability for any loss or damage will increase. The “Permitted Area of Use” is defined in Clause 1 of the Terms and Conditions.

PLEASE REFER TO **PART A OF THE RENTAL AGREEMENT WHICH CONTAINS YOUR DETAILS AND THE VEHICLE DETAILS AND PART B WHICH CONTAINS REDSPOT’S TERMS AND CONDITIONS**. IF YOU ARE UNSURE OF YOUR RESPONSIBILITIES OR ANYTHING ELSE ASK ONE OF REDSPOT’S STAFF.

Redspot’s Terms and Conditions

Redspot’s legal guys lovingly prepared this Rental Agreement so that we all know where we stand when it comes to renting a Redspot Vehicle. Please give it a read through before collecting Your Vehicle. (And apologies in advance for all the legalese!)

MEANING OF TERMS IN THIS RENTAL AGREEMENT

“**Authorised Driver/s**” means the person/s listed as “**The Hirer**” and/or “**Additional Drivers**.”

“**Business Hours**” means the hours of operation of the rental location from which the Vehicle is hired or to which it is returned, and which are posted on the Redspot website or at the rental location.

“**Collision or Damage Report Form**” is a form provided to You by Redspot, in the event of an accident or any claim involving the Vehicle, that You are required to furnish if You have information about the accident, damage or loss involving the Vehicle or any third party property.

“**Contract Fee**” means the fee charged by Redspot to establish the Rental Agreement.

“**Credit Card Fee**” means the fee charged by Redspot when payment of the rental is made by a credit card. For details refer to the “*Table of Standard Fees and Charges*.”

“**Hirer Indemnity Statement**” is a form provided to You by Redspot, in the event of an accident or claim involving the Vehicle, that You are required to furnish and sign if You have no knowledge of how the damage or loss was caused to the Vehicle.

“**Loss or Damage Liability**” or “**LDL**” means the amount You agree to pay immediately in case of loss or damage to the Vehicle or to another vehicle or property or any third party property regardless of fault.

“**Loss or Damage Liability Reduction**” or “**LDR**” means Redspot agrees to take the risk of damage or loss and assume payment of Your LDL in part or in full, in effect reducing Your LDL. It applies if You elect LDR and pay the applicable fee upon commencement of the rental.

“**Overhead Damage**” means damage to the roof of the Vehicle.

“**Per Day**” means the charge for each 24 hour period or part thereof beginning at the “**Time Out**” stated on the Rental Agreement.

“**Permitted Area of Use**” means the area in which the Vehicle may be driven. The Permitted Area of Use is limited as follows;

- (i) For those Vehicles-hired outside the Northern Territory and Western Australia, the Permitted Area of Use does not include the Northern Territory or Western Australia.
- (ii) For those Vehicles hired from the Northern Territory, the Permitted Area of use does not include any other States or Territories of Australia.
- (iii) For those Vehicles hired in the Northern Territory, the Permitted Area of use does not include the road to Jim Jim Gorge and Twin Falls or north of the Oodnadatta Track (including the following areas: Mount Dare, Dalhousie Springs, Witjira National Park and Pedirka Desert).
- (iv) For those Vehicles hired from Western Australia, the Permitted Area of Use does not include any other states or Territories of Australia and does not include any place further north or East than Exmouth (21°54’S / 114°10’E); or further east than Kalgoorlie-Boulder Township (30°40’S / 121°22’E) or further east than Esperance (33°45’S / 121°55’E).
- (v) The Permitted Area of Use in Queensland does not include any place further north than Cooktown (15°30’S / 145°16’E) or in a westerly direction beyond Chillagoe (17°07’S / 144°33’E) and Georgetown (18°17’S / 143°33’E). The Permitted Area of Use does not include the ‘Bloomfield Track’ coastal route between Cape Tribulation (16°05’S / 145°29’E) and Cooktown (15°30’S / 145°16’E) or Fraser Island or Stradbroke Island.
- (vi) The Permitted Area of Use in South Australia does not include any place further north than Wilpena (31°25’S / 139°29’E), or in a westerly direction beyond Ceduna (32°07’S / 133°46’E).
- (vii) The Permitted Area of Use does not include any area of Snow or Ice Conditions.

“Premium Location Fee” or **“PLF”** means the fee charged by Redspot for rentals commencing at some locations. Fees will vary depending on the location and rate type chosen.

“Premium Roadside Assistance” means Redspot will provide for a **fee roadside assistance benefits** not included in its standard roadside assistance coverage.

“Prepaid Fuel” or **“PPF”** means Redspot will provide the Vehicle with a full tank of fuel and You will not be required to refill the tank upon return. You will not receive credit for fuel left in the tank at the time of return. It applies if You elect PPF and pay the applicable charge at the start of the rental.

“Probationary Driver’s Fee” means a fee that will be charged to drivers who have a Provisional or Probationary licence. For details refer to the **Table of Standard Fees and Charges**..

“Redspot”, “We”, “Our” or **“Us”** means Redspot Head Office Pty Ltd (ACN 607 643 416), Waterloo Car Centre Pty Limited (ACN 003 616 420) WCC QLD Pty Limited (ACN 603 065 729), WCC NSW Pty Limited (ACN 604 481 021), WCC VIC Pty Limited, (ACN 604 464 931), Redspot Franchising Pty Limited (ACN 164 739 708), Redspot Rentals Group Management Pty Ltd (ACN 001 633 147) and their licensees, franchisees, agents and authorised representatives.

“Redspot address” shall mean Redspot’s address as stated on the Rental Agreement or if no such address is stated, the place from which Vehicle was hired.

“Registration Recovery Fee” or **“RRF”** means the fee charged by Redspot to recover the cost of registration of the Vehicle.

“Rental Period” means the period beginning at Time Out and ending at Time In.

“Remote Location” means a location determined by Redspot as an isolated community and will have limitations on kilometres, offer different liability provisions, not be permitted to drive on unsealed roads and subject to Our Single Vehicle Accident policy.

“Single Vehicle Accident” means an accident not involving a collision between the Vehicle and another vehicle. Should You be involved in a multi-vehicle accident and be unable to fully identify both the other vehicle/s licence plate and the other driver including licence details, address and proper contact information the accident is a Single Vehicle Accident.

“Snow or Ice Conditions” means above the line of snow where there is snow or ice on roads or adjacent areas or, during the period 1st May until 31st October of any year in snow prone areas, in conditions where any authority has advised there is snow or ice on the roads, above 800m above sea level or, any area where it is indicated or required that snow chains are to be carried or fitted to the tyres of the Vehicle.

“Subsequent Loss or Damage Liability” or **“SLDL”** means the amount You agree to pay immediately in each case of subsequent loss or damage to the Vehicle or to another vehicle or any third party property regardless of fault.

“Time In” means the actual time and date when You return or You are deemed to have returned the Vehicle to Redspot.

“Time Due In” means the time and date agreed by You and Redspot as to when the Vehicle is to be returned to Redspot as stated on the Rental Agreement.

“Time Out” means the time and date when You take out the Vehicle for hire as stated on the Rental Agreement.

“Toll Roads” means roads, motorways, bridges and tunnels where use is subject to a toll which may be paid by an Electronic Toll Road Pass (E-Tag).

“TOL” means the fee that Redspot will charge You for unlimited use of an E-Tag.

“Unreported Damage” means any damage to the Vehicle in which You have not duly completed a Collision Damage Report Form or Hirer Indemnity Form.

“Unsealed Road” means a gazetted vehicular road that does not have a hard sealed surface material such as tar, bitumen, asphalt or concrete. For example a gravel road is an Unsealed Road. A narrow road where any of the Vehicle’s wheels must leave the sealed surface to pass or overtake another vehicle is an Unsealed Road.

“Unsealed Road Loss or Damage Liability” or **“ULDL”** means the additional amount payable in the event of loss or damage occurring while driving on an Unsealed Road. The Unsealed Road Liability is payable in addition to the Loss or Damage Liability shown on Part A of the Rental Agreement.

“Vehicle” means the Vehicle described on the Rental Agreement including all its parts, components, keys, accessories, contents, tools and equipment as well as any replacement Vehicle.

“Vehicle Check In Report” details the existing damage and any new damage to the Vehicle at Time In

“Vehicle Check Out Report” refers to the existing damage on the Vehicle at Time Out

“WHTO” means cover for **Windscreen damage, Headlight damage, Tyre damage and Overhead Damage** caused by natural events such as hail, falling tree litter and lightning strike. WHTO does not cover damage caused by driving into objects or stepping, standing, sitting or placing objects on the

roof of the Vehicle. It applies if You elect WHTO and pay the applicable charge at the start of the rental.

“**You**” or “**Your**” means the person(s) or entity identified as the “**Hirer**” on the Rental Agreement and any additional or authorised drivers.

“**Young Drivers Fee**” means a fee charged to drivers between the ages of 21 and 24 inclusive. For details refer to the “*Table of Standard Fees and Charges*”.

WHO MAY DRIVE THE VEHICLE

2.1 You must ensure that only Authorised Driver/s will drive the Vehicle.

2.2 An Authorised Driver must be 21 years of age or older.

2.3 An Authorised Driver must be currently licensed to drive the type of Vehicle that is being hired.

2.4 Learner drivers and drivers with less than 12-months experience as a licenced driver are not permitted to drive the Vehicle at any time.

PROHIBITED USE OF VEHICLE

It is prohibited:

3.1 for the Vehicle to be taken or driven outside the Permitted Area of Use.

3.2 to carry persons or passengers for payment.

3.3 to carry a greater number of persons than the number of seatbelts provided in the Vehicle and/or for a purpose for which the Vehicle was not designed and constructed.

3.4 to carry any inflammable, explosive or corrosive materials in the Vehicle.

3.5 to carry goods, without all necessary approvals, permits, licences and government requirements (If any such are required they must be obtained at Your cost).

3.6 to carry goods otherwise than in accordance with the Vehicle manufacturer’s recommendations.

3.7 to use the Vehicle to push or tow any vehicle, trailer, boat or other object.

3.8 to drive the Vehicle Off-Road or anywhere other than a gazetted man-made road.

3.9 to use the Vehicle in racing or other motorsport or motorsport like activities, including pace making, reliability trials, speed trials, hill climbing or in testing in preparation for those activities.

3.10 for the Vehicle to be driven on beaches or through streams, dams, rivers, or flood waters (including water caused by flash flooding, riverine flooding, stormwater flooding and actions of the sea), bush fire affected areas or any roadway where the Police or any other Government authority have issued a warning or caution.

3.11 to use the Vehicle in Snow or Ice Conditions or above the snow line during periods of snow.

3.12 to use the Vehicle in contravention of any legislation or a regulation controlling vehicular traffic.

3.13 to carry animals in the Vehicle.

3.14 to use the Vehicle in a dangerous manner or for illegal purpose or when it is damaged or unsafe.

3.15 to smoke in the Vehicle.

3.16 to drive the Vehicle on an unsealed road if rented from a Remote Location.

FUEL, MAINTENANCE, SECURITY, SAFETY AND REPAIR

4.1 You agree to compensate Redspot for any new loss or damage sustained or resulting from Your use of the Vehicle. Where You have identified a third party responsible for the new damage and Redspot has been able to obtain full compensation from the third party Redspot will not hold You liable to compensate if for the damage.

4.2 If You do not elect Prepaid Fuel at the beginning of the Rental and You return with less than a full tank of fuel Redspot will charge You a Fuel and Service charge at the applicable per litre rate specified on the Rental Agreement.

4.3 You must:

(a) maintain all of the Vehicle’s engine oils and engine coolant levels at the manufacturer’s recommended levels,

(b) report to Redspot any defect in the vehicle of which you have become aware,

(c) maintain tyre pressures at manufacturers recommended levels,

(d) keep the Vehicle locked and the keys under Your personal control at all times and produce such keys if the Vehicle has been stolen,

(e) follow any reasonable instruction given by Redspot relating to the Vehicle,

(f) if refuelling the Vehicle ensure only the correct grade and type of fuel recommended by the manufacturer of the Vehicle is used.

4.4 You must not repair nor have repairs to the Vehicle carried out unless Redspot authorises You to do so or where there is an emergency and Redspot's consent cannot reasonably be obtained. Redspot will only reimburse You for the cost of repairs if You submit the original receipts for those repairs and Redspot is reasonably satisfied that the repairs occurred and the claimed amount is reasonable.

4.5 When driving on an Unsealed Road You must never exceed the sign posted speed limit or 50 KMH, whichever is the lesser. Vehicles rented from Remote Locations are not permitted to drive on an Unsealed Road.

YOUR FINANCIAL OBLIGATIONS TO REDSPOT

5.1 At the beginning of the Rental Period, You must pay all rental charges, all elected options nominated on the Rental Agreement, goods and services tax (GST), stamp duty or any other tax, duty, surcharge, levy, fee, or charges imposed by Local, State or Federal government that are applicable to this Rental Agreement and provide a security bond by credit card pre authorisation. Details of the security bond requirements are set out in Security Bond Information (see Schedule 2).

5.2 Should You wish to extend the rental period, You must request an extension by contacting Redspot prior to the Time Due In and if granted make additional payments for the new charges. Rental extensions are payable in advance.

5.3 At the end of the Rental Period, You must pay all additional charges due and payable.

5.4 If You pay for the hire of the Vehicle by directing Redspot to bill charges to a charge account or to some other person, corporation, or entity who or which fails to make payment when called upon by Redspot, You hereby accept that You are primarily liable and You will immediately pay the full amount due to Redspot on demand.

5.5 From the end of the Rental Period:

(a) You must pay any charges and obligations not already paid but for which You are liable to pay in this Rental Agreement.

(b) You will be charged interest at the rate of 12% per annum calculated on a daily basis on all outstanding accounts or charges until fully paid.

5.6 Additional charges will be levied for payments made by credit card as shown in the Table of Standard Fees and Charges.

5.7 All charges are in Australian Dollars (AUD) unless otherwise stated. No compensation will be given for exchange rate fluctuations between the dates of charge and refund processing.

RETURN OF VEHICLE

6.1 You must return the Vehicle to Redspot:

(a) during business hours of the return location (which are displayed at the location, or as available on www.redspot.com.au), by the Time Due In stated on the Rental Agreement, unless You have requested an extension before the Time Due In and it has been agreed to by Redspot.

(b) If You return the Vehicle outside of the return locations business hours You will be deemed to have returned the Vehicle and the rental charges will continue and You will continue to be liable for damages until that location next opens for business.

(c) At Redspot's address unless another place is stated on the Rental Agreement or agreed with Redspot.

6.2 If You return the Vehicle to a location other than that stated in Part A of the Rental Agreement, a relocation charge will apply as shown in the *Table of Standard Fees and Charges*.

6.3 If You return the Vehicle to Redspot prior to the Time Due In You shall not be entitled to a refund from Redspot except where Your rental rate package provides for an early return refund in the event of early return with such provision stated in Part A of the Rental Agreement and You have made payment of the rental charges in full directly to Redspot.

TERMINATION OF THIS RENTAL AGREEMENT

7.1 Redspot may terminate the Rental Agreement and require the immediate return of the Vehicle or re-possess the Vehicle, without notice if Redspot has a reasonable ground to believe that:

(a) You have breached a term or condition of the Rental Agreement which breach can reasonably be considered serious, and:

- (i) the breach cannot be remedied; or
- (ii) the breach can be remedied and the breach has not been remedied within a reasonable time of Redspot notifying You of the breach; or

(b) It is likely that You may cause damage to the Vehicle or harm to a person or damage to property through Your use of the Vehicle.

7.2 In any case in 7.1, You must pay Redspot, reasonable costs of retaking the Vehicle plus all other costs and charges under the Rental Agreement.

7.3 Redspot will use its best endeavours to re-rent the vehicle after taking possession of it. In the event it is successful in doing so Redspot will return to You any monies held in regard of days not used by You for which it has re-rented the Vehicle less any variation between the rate at which the Vehicle has been re-rented and the rate You were paying for the unused days.

YOUR LIABILITY

8.1 Redspot does not in any way represent itself to You as carrying on the business of insurance.

8.2 In the event of Redspot suffering any loss as a consequence of Your use of the Vehicle You are liable for the following:

- (a) The reasonable cost of repairs to the Vehicle or the finance payout value of the Vehicle at the time of loss whichever is the lesser provided the finance payout value is not less than the market value of the Vehicle at the time of loss in which case the market value of the Vehicle shall prevail;
- (b) The reasonable legal expenses, debt recovery charges, appraisal and assessment fees, towing and Vehicle recovery, storage and service charges;
- (c) The damage or consequential third party damage to the property of any person, which arises from or is contributed to by Your use of the Vehicle;
- (d) The loss of use of the Vehicle including Redspot's consequential loss;
- (e) Redspot's Claims Administration Fee for administration and debt recovery in relation to Your loss or damage claim as shown in the *Table of Standard Fees and Charges* and,
- (f) Redspot's Traffic Infringement Administration Fee or Toll Road Administration Fee as set out in the *Table of Standard Fees and Charges* for each traffic or parking infringement or unpaid toll road notice it receives as.

8.3 Your liability for the charges specified in clause 8.2 shall not exceed the Loss or Damage Liability unless:

- (a) You have seriously breached any term or condition of this Rental Agreement and that breach has a causal link to loss or damage.
- (b) The Vehicle or any third party property is damaged by loading or unloading goods or by a person stepping, standing or sitting on the roof or on any other panel of the Vehicle.
- (c) The Vehicle or any third party property is damaged by driving the Vehicle under or into an object lower than the height of the Vehicle.
- (d) The Vehicle is totally or partially immersed in water as a result of driving into flood waters or a flooded area or on a submerged road or by not taking reasonable care not to park the Vehicle where it may be subject to water immersion.
- (e) The interior of the Vehicle is damaged regardless of the cause except as a result of collision damage.
- (f) Any original component or accessory of the Vehicle is missing or has been replaced without Redspot's approval.
- (g) You have failed to secure any load or equipment which leads to loss or damage to the Vehicle or to any third party property caused by any part of the load or equipment.
- (h) You fail or neglect to take reasonable steps to protect the safety of the Vehicle during or after the occurrence of an accident or breakdown (including following any reasonable instructions given by

Redspot).

(i) The claim relates to property (including another vehicle) You or any member of Your family owns or has physical, legal custody or control of.

(j) You refuse to take a breath or blood test or Your blood alcohol concentration exceeds the lawful percentage whilst driving the Vehicle or You are under the influence of a drug that would prohibit You from driving under any law applicable in the State or Territory in which You are driving at the time of the event resulting in the loss.

(k) The loss is caused by Your use or intended use of the Vehicle for an illegal purpose.

(l) You wilfully or maliciously damage the Vehicle.

(m) The loss is caused by Your wilful contravention of any legislation or regulation controlling vehicular traffic.

(n) You drive on an Unsealed Road in which case your liability for Loss or Damage will be increased by the amount of the Unsealed Road Loss or Damage Liability as shown on Part A of this Rental Agreement.

(o) More than one accident or incident occurs. Should more than one accident or incident occur Your liability for each subsequent incident (after the first) will be the Subsequent Loss or Damage Liability noted on your Rental Agreement Part A for each subsequent incident.

(p) The Vehicle is missing or stolen and You have not kept the Vehicle locked when not in use, the keys under Your personal control or You have not produced and returned the keys to Redspot .

(q) You give the Vehicle to or permit any person/s to drive the Vehicle who is not an Authorised Driver and as a result cause Loss or Damage to the Vehicle.

8.4 For more information on Your Loss or Damage Liability see the Vehicle Damage Monitoring and Repair Policy and Procedure which is Schedule 1 to this Rental Agreement. The Vehicle Damage Monitoring & Repair Policy and Procedure affects Your interests and Redspot's interests under this Rental Agreement.

YOUR OBLIGATION TO INDEMNIFY REDSPOT

9.1 Redspot's services come with non-excludable warranties under consumer protection legislation that they will be provided with due care and skill and be reasonably fit for purpose. Subject to Redspot meeting these obligations You agree:

(a) to release and indemnify Redspot from and compensate it for any claim You make for loss or damage of any personal property which has been:

- (i) stored in the Vehicle,
- (ii) stolen from the Vehicle,
- (iii) otherwise lost during the Rental Period,
- (iv) left in the Vehicle after it has been returned to Redspot;
- (v) stored or left at Redspot's premises.

(b) to indemnify Redspot for any third party claims arising from Your use of the Vehicle if the claim arises from Your serious breach of the Rental Agreement.

YOUR OBLIGATION IN CASE OF AN ACCIDENT OR ANY CLAIM

10.1 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 must:

- (a) Immediately report such incident to the local police and Redspot
- (b) Immediately furnish Redspot with a fully and accurately completed, legible and signed Collision or Damage Report Form or Hirer Indemnity Statement. Failure to submit either form within seven days of any incident will constitute a serious breach of this Rental Agreement
- (c) Immediately pay Redspot the amount shown on Part A of the Rental Agreement as Loss or Damage Liability plus the Unsealed Road Loss or Damage Liability if applicable.
- (d) Complete and furnish to Redspot within a reasonable time any statement, information or assistance which Redspot or its insurer may reasonably require, including attending at a lawyer's office and at court to give evidence. Your reasonable expenses will be reimbursed.
- (e) Not make or give any offer, promise of payment, settlement, waiver, release, indemnity or

admission of liability.

(f) Permit Redspot or its insurers at its own cost to bring, defend, enforce or settle any legal proceedings against a third party;

(g) Forward to Redspot any claims or correspondence from third parties within seven days of receipt.

10.2 In the event that You report the Vehicle stolen You must return the keys to Redspot immediately.

SEVERABILITY

11.1 In case any clause or part of a provision of this Agreement is invalid, illegal, unlawful or otherwise being incapable of enforcement, that clause or part of a clause shall be read down only to the extent necessary to make it valid, legal, lawful or enforceable; and

11.2 If it cannot be read down, it is deemed to be severed from this Agreement and of no force and effect, and

(a) all other clauses or parts of clauses of this Agreement shall nevertheless prevail and remain in full force and effect, be valid and fully enforceable and

(b) no clause or parts of clauses of this Agreement shall be construed as being dependent upon another clause or part of a clause unless so expressed herein.

TOLL ROADS

12.1 If the Vehicle is fitted with an Electronic Toll Road Pass (E-Tag) at the time of entering into this Rental Agreement You may choose to use the E-Tag (the TOL option).

12.2 If you chose to use the E-Tag at the time of entering into this Rental Agreement the notation "TOL" shall be made on Part A of this Rental Agreement, and:

(a) You will be charged a fee as shown in the *Table of Standard Fees and Charges*; and

(b) You shall have unlimited use of the E-Tag on all Toll Roads.

12.3 If You have not chosen the TOL option and Redspot is notified by a Toll Road operator that the E-Tag has been recorded as having passed through an electronic toll point You will be charged by Redspot per toll point (refer to Table of Standard Fees and Charges).

12.4 The E-Tag is fixed and must not be removed. Redspot do not facilitate the use in the Vehicle of E-Tags other than its own. If You use Your own E-Tag in the Vehicle You will still be charged the relevant fee by Redspot if Redspot's E-Tag is recorded as having passed through the electronic toll point.

12.5 If the E-Tag is not returned with the Vehicle at the end of the rental You will be charged for its replacement. For details refer to the "*Table of Standard Fees and Charges*".

SATELITE NAVIGATION

13.1 If one is available, You may choose to rent a Global Positioning System ("GPS") package from Redspot for Your use in the Vehicle during the term of the rental of the Vehicle. The GPS package includes the GPS device, a cradle and a charger.

13.2 If you do chose to rent a GPS package You agree to pay a daily fee to Redspot and that You are bound by the following terms:

(a) You will take every reasonable precaution to prevent loss of or damage to the GPS package and will return it to Redspot at the end of the rental.

(b) You will report any damage to or loss of the GPS package within 24 hours or as soon as is reasonably possible after the loss or damage is sustained.

(c) In the event that the GPS device is damaged during the rental You will pay to Redspot the cost of repair, if repair is reasonably possible. For details refer to the "*Table of Standard Fees and Charges*".

(d) If during the rental the GPS package or any part of it is lost or it is damaged and repair is not reasonably possible or at the end of the rental any part of the GPS package is not returned to Redspot in the same condition as when rented (fair wear and tear excluded) then You shall be charged by Redspot and shall pay for the relevant part/s (inclusive of GST) at rates set out in the Table of Standard Fees and Charges. On such payment having been made title to any unreturned GPS package part will pass to You.

(e) Should You wish to return the GPS package outside of Redspot's location's business hours or to a

Redspot location or rental desk in an airport terminal where Redspot may not have staff available, You must lock the GPS package out of sight in the glove box of the Vehicle and return the keys as directed by signage. You will remain responsible for the GPS package until Redspot has recovered it from the Vehicle.

(f) Redspot takes no responsibility for the accuracy of information provided by the GPS device or for any loss suffered by You as a consequence of relying on information provided by the GPS device. You are responsible for the correct and legal use of the GPS package including compliance with any legislation regarding the use of GPS devices in the State or Territory in which it is being used.

(g) Suggested routes are determined by the navigations system. It is Your sole responsibility to check the suggested routes to ensure that directions provided do not place You at risk or in contravention of any of Redspot's terms and conditions.

PRIVACY POLICY

14.1 Redspot has a Privacy Policy. The Privacy Policy outlines Redspot's personal information management practices including how Redspot intends to collect, use or disclose Your personal information.

14.2 The Privacy Policy is on Redspot's website: www.redspot.com.au/Privacy-Policy.html. When You provide Redspot with information, You consent to Redspot's use and disclosure of that information in accordance with the Privacy Policy.

14.3 Redspot may transfer Your personal data to entities in the Enterprise Holdings group located in the United States which adhere to the Safe Harbor principles. The Enterprise Holdings group may use Your personal data to (i) provide effective services, (ii) conduct analytic and/or direct marketing activities, (iii) allow Enterprise Holdings group to undertake customer satisfaction surveys by e-mail or by contacting You on Your mobile phone or other number listed on the rental agreement or otherwise provided to Enterprise Holdings group, and (iv) to respond to legal requirements or claims (e.g. request from law enforcement agencies), enforce local policies, protect the rights, property, or safety of others. By providing your personal information to us, you consent to our disclosure of your personal information as set out above even though it may not receive the same protections that it would in Australia. For more information, please consult Enterprise Rent-A-Car Global Privacy Policy on www.enterprise.com

GENERAL PROVISIONS

15.1 Words used in this Rental Agreement to denote singular words include the plural.

15.2 These Schedules to this Rental Agreement are part of this Rental Agreement.

If we haven't covered what's on Your mind or You're unsure of anything we've talked about in this agreement, please email feedback@redspot.com.au for more info.

Schedule 1 – Vehicle Damage Monitoring & Repair Policy and Procedure

Policy

Redspot aims to be the industry leader in Australia for rental vehicle presentation, maintenance, repair, customer relations and procedural transparency. Its Vehicle Damage Monitoring and Repair Policy & Procedure is provided here to give transparency to Redspot's processes of assessing damage, repairing and maintaining its vehicles.

Redspot aims to present its rental vehicles in new or near new condition at all times. Its policy is to rent vehicles that are free of any damage and to never rent vehicles with more than two minor areas of damage. Redspot will take care to ensure its customers are fully aware of any vehicle damage at the time of rental commencement.

Redspot will make every effort to give customers an opportunity to inspect rental vehicles should any new damage be detected upon return from rental. Redspot will contact customers without delay by the fastest communication possible if they have left the rental premises before any new damage is detected.

If a customer has elected to pay a liability in the event of any loss or damage, Redspot will also notify

its customer of the new damage in writing and advise all costs once known. Redspot Rental Officers are comprehensively trained to and understand the need to provide vehicles of the highest possible standard and to thoroughly inspect vehicles before and after each rental. Should vehicle repairs become necessary, Redspot will ensure that repairs are always carried out competitively and professionally. Redspot will only contract qualified repairers to carry out repairs and minimise the time spent off road in repair. Redspot will always act with honesty and integrity in all of its dealings.

Procedure

Redspot will mark prior damage on the Vehicle Check Out Report form. If there is any damage noted Your Rental Officer will point this out to You at rental commencement. You should check the Vehicle for damage before driving it. If You believe there is additional damage not noted please ask a Redspot staff member to check the Vehicle for You before You drive away.

Redspot staff are provided with and trained to use a purpose made tool called a damage gauge to accurately and fairly determine if any scratches or dents on the Vehicle are to be considered fair wear and tear or damage that You will be liable for in accordance with Your Rental Agreement Terms and Conditions.

If the Vehicle is damaged during Your rental Redspot will follow these procedures.

When You return the vehicle Redspot will inspect it. Redspot prefers to do this before You leave the rental location however at times this may not be possible, especially if You return the Vehicle after hours.

You are responsible for the Vehicle until an inspection is completed. It is possible for the Vehicle to be damaged after You have returned it to Redspot's office and before Redspot has completed an inspection. If this is a concern Redspot suggests You return the Vehicle during business hours and notify it prior to Your return that You require an immediate inspection.

Redspot will check over the body, windscreen, windows, interior, wheels, tools and accessories of the Vehicle.

Redspot inspects Vehicles three times for each rental, the first inspection is carried out at the rental parking bay where Your Vehicle is parked ready for Your rental. This inspection follows a check list called a Vehicle Check Out Report a copy of which is given to You.

The next inspection is carried out when You return the Vehicle from rental. This inspection also follows a check list called a Vehicle Check In Report. If You return the Vehicle during business hours Redspot will make every effort to inspect it while You wait. If for any reason this is not possible Redspot will inspect it not more than 1 hour after You return. You are entitled to receive a copy of this report.

A third inspection of Your Vehicle is carried out during vehicle cleaning and preparation for rental. Any new damage that may not have obvious during the check in inspection may be detected while the Vehicle is cleaned.

Redspot records Vehicle damage in 5 ways;

1. By use of a marker on or near the damaged part or panel, and
2. By use of a Vehicle Damage Sticker placed within the Vehicle, and
3. On a vehicle details page in it's car rental program, and
4. On a Vehicle Check In Report , and
5. On a Vehicle Check Out Report.

A Redspot staff member will carefully check for such records at the time of rental and vehicle return. Please note that if any undercarriage or mechanical damage is suspected the Vehicle will need to be inspected and assessed by a qualified technician

Vehicle manufacturers and resellers generally acknowledge Redspot's vehicle service and repair standards to be the best in the rental vehicle industry. You can rest assured that when You deal with Redspot You're dealing with the best the industry has to offer.

Answers to Common Questions

WHAT ABOUT PRIOR VEHICLE DAMAGE?

Wherever possible we will rent Vehicles that have no prior damage. However where a Vehicle is rented with existing damage it will be recorded. Redspot will not rent a Vehicle with damage which renders it to be un-roadworthy or in any way unsafe to drive.

WHAT HAPPENS IF THE VEHICLE IS DAMAGED DURING THE RENTAL?

If the Vehicle is damaged during the rental and is no longer roadworthy or safe to drive we will terminate the Rental Agreement. Any monies paid by You to Redspot at the commencement of the rental and not used to cover costs at the end of the rental will be refunded to You.

CAN I HAVE A REPLACEMENT VEHICLE?

If the Vehicle is damaged during the rental and is no longer roadworthy or safe to drive and we have terminated the Rental Agreement, Redspot will only consider renting another vehicle to You (under a new rental agreement) if you were not at fault and once it and its insurers are satisfied there is minimal risk of a further accident or incident occurring. We will act expeditiously to review all relevant accident details and reports, once these are available. Under these circumstances it is unlikely that Redspot will be unable to rent another vehicle to You immediately.

HOW DO WE RECORD EXISTING VEHICLE DAMAGE?

We will inspect Your Vehicle before the rental period commences. If there is any existing damage it will be recorded on a Vehicle Check Out Report a copy of which will be given to You. It will also be noted in code on Your printed rental agreement.

Any damage is recorded in a coding system using both numbers and letters. The numbers and lower case letters represent panels or parts of the Vehicle, the upper case letters represent the type of damage. An explanation or key to this coding can be found on the Vehicle Check Out Report.

If You notice any damage not recorded on the Vehicle Check Out Report You must immediately report this to us before driving the Vehicle and we will verify and record any damage.

HOW DO WE DETERMINE VEHICLE DAMAGE?

Most Vehicle damage is determined by a visual check over the body, interior, tools and accessories of the Vehicle using a special tool called a damage gauge. When You return the Vehicle we will inspect it. We prefer to do this before You leave our rental location however this may not be possible at all times. If mechanical or undercarriage damage is involved, professional inspection by a technician will be required.

HOW DO WE NOTIFY YOU OF VEHICLE DAMAGE?

If You have already left the rental premises we will use our best endeavours to assess and report any new damage to You and contact You without delay by the fastest communication method possible. If You have elected to pay a damage liability we will also notify You of the new damage in writing and advise all costs once known.

WHAT IS DAMAGE FOR WHICH YOU ARE LIABLE?

The damage present on the Vehicle upon return from rental will either be new damage or fair wear and tear. Unless present at rental commencement the following will be considered new damage:

Body: Any holes or tears, any scratches (or combination of scratches) more than 30mm long, dents (or combination of dents) greater than 32mm in diameter and or 2mm in depth and all scrapes that cause paint damage.

Glass: Any damage to any glass panel on the vehicle

Lights: Any holes, chips, bullseyes, scrapes or scratches longer than 30 mm

Tyres: Any split, torn, mismatched, re-treaded or disfigured tyres

Wheels: Any damage which disfigures or makes the wheel un-roadworthy

Interior Damage: Any burns, tears, holes, stains, extensive odours on any upholstery or interior trim item

Under body: Any cracks, holes, exhaust or under body damage

Accessories and Equipment: Any item missing or damaged.

You may also be liable for any loss or damage as a result of unauthorised repair to the vehicle, subject to the terms of the Rental Agreement.

HOW DO WE KNOW IF THE DAMAGE IS NEW?

Any damage that is not recorded on the Vehicle Check-Out Report or otherwise recorded as detailed above under PROCEDURE is considered new damage.

HOW & WHEN DO YOU PAY FOR DAMAGE?

Provided You are not in breach of the Rental Agreement Your liability is only up to the amount noted on the Rental Agreement Part A "Loss or Damage Liability" or "LDL" and where the damage is as a result of a subsequent event "Subsequent Loss or Damage Liability" or "SLDL" and where damage is as a result of driving on an Unsealed Road "Unsealed Road Loss or Damage Liability" or "ULDL". The

LDL, SLDL and ULDL is payable immediately at the end of the Rental Agreement or earlier as may be required by us. When Vehicle damage and all costs have been assessed You will receive a letter outlining costs to repair the Vehicle, charges for the time and loss of use of the Vehicle, towing and storage charges, third party claims and our claims administration fee.

When the Vehicle is repaired and any other claims have been settled any monies remaining from the LDL, SLDL and ULDL collected from You will be refunded to You.

HOW ARE THIRD PARTY RECOVERIES AND CLAIMS HANDLED?

In the event that there is a third party involved who was at fault we will attempt to recover all costs from the third party provided in our opinion it is commercially viable to do so. Your Loss or Damage Liability will be refunded in full if we are able to recover all our costs. We will deduct any debt recovery charge we incur in recovering the debt from a third party.

If we are unable to recover any or only a portion of our costs from a third party even though You may not be at fault You will remain liable for these unrecovered costs.

If You receive a claim for damage from a third party, You should send the letter or claim to us within seven days of receipt. If You believe the third party claim is fraudulent, You must tell us.

Provided You have not breached the Rental Agreement we will act on Your behalf until settlement of the claim. If You have breached the Rental Agreement we may decide not act on Your behalf and You will be liable for all costs.

WHO REPAIRS OUR VEHICLES?

In the event of damage to the Vehicle we will select the repairer. The repairer we select will be a licensed repairer who is endorsed by our Insurers and who will carry out high quality repairs using quality replacement parts.

We will carry out repairs to the Vehicle so as to minimise costs and time off the road taking into account availability of parts, repairer workload and our existing bookings. Provided the Vehicle is roadworthy we may decide to rent it before repairs are carried out.

We may also obtain a repair quotation for Our Vehicle and use it as the basis of Our recovery of costs from You. We may also choose not to repair Our Vehicle at this time or at all, at Our discretion.

WHO DO I CONTACT FOR DISPUTES?

Disputes may arise over damage, liability for damage, the costs and other matters relating to Vehicle damage. Where You believe You have been dealt with unfairly by us or if You believe we have made an error You should raise

Your concerns with the Assistant Claims Manager whose contact details appear at the end of this document.

If You and the Assistant Claims Manager are unable to reach a settlement Your case will be reviewed by the Claims Manager. If You are still unsatisfied at the handling of the matter You should follow Redspot's Dispute Resolution Policy which is outlined in Schedule 3 of this Rental Agreement.

CONTACT DETAILS

Claims Department

Email: claims@redspot.com.au

Mail: Redspot Head Office Pty Ltd

PO Box 886

Mascot NSW 1460 Australia

Fax: 02 9667 4144

Phone: 1300 668 810

Schedule 2 – Security Bond Information

Credit Card Bonds

At the start of each rental Redspot requires a credit card deposit (by the way of pre authorisation). A pre-authorisation simply secures an amount of Your credit card allowing Redspot access to the funds for any additional charges for fuel, rental extensions, traffic infringements or if damage is caused to the Vehicle while under Your care.

Please note that Redspot is unable to cancel a pre-authorisation once it has been processed. The pre-authorisation is automatically cancelled by the customer's credit card provider after a period of up

to 28 days after being issued if the pre-authorisation is not used by Redspot. Redspot can sometimes assist in this matter, however it is up to the customers individual bank to release the funds.

Schedule 3 – Dispute Resolution Policy

Redspot is committed to providing its customers with quality products and services. However Redspot understands that occasionally problems may arise and seeks to resolve these as quickly as possible. If You have a comment or complaint about any aspect of Your experience with Redspot we want to hear about it. Your feedback helps us to identify and address issues with our service and thereby improve the Redspot experience for all customers.

If possible we ask that You raise any issues or provide feedback directly with the rental location You are collecting the Vehicle from or returning to. If the problem cannot be resolved at this point please raise Your concerns to feedback@redspot.com.au

If it is not possible to raise Your issue directly with the rental location or if it involves another area of Redspot's activities You should email Your comments to feedback@redspot.com.au . Your comments will be acknowledged and an initial response will be provided within five working days. It may take longer to ultimately resolve the issue depending on its complexity.

If You are unsatisfied with the response from Redspot's Customer Relations Team You may ask for the matter to be reviewed. The Customer Relations Team will then pass the matter on to the senior manager with responsibility for the area of Your comments.

Schedule 4 Fitting of Child Restraint Policy

Our intent is to ensure that our customers receive a level of service that they would expect in ensuring that the child seats (restraints) are correctly fitted, meeting all manufacturers safety standards and requirements.

Some of our staff are trained in the fitting of child safety restraints, and only these staff will be able to fit the restraints for you, or to advise you on what they believe to be the best type of restraint and method of fitting.

Please be aware however, that if you have requested a restraint be fitted, that the child restraint you have booked has been installed in the car for your convenience. Please check that the restraint is installed to your requirements before driving off, as Redspot does not take any responsibility for incorrect fitting.

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