ABOUT THESE TERMS AND CONDITIONS

These Terms and Conditions are provided to help you understand the key terms that apply to your booking with SIXT Australia. They are designed to give you a clear overview of the important matters that will form part of your Rental Agreement once you proceed with your rental. Please read them carefully to ensure you are aware of your rights and responsibilities, including conditions relating to vehicle use, charges, insurance, and liability. If you have any questions, our team is available to assist you.

COMMUNICATIONS

By making a booking you are consenting to Sixt Australia, Sixt SE and their related bodies corporate sending you updates, offers and other marketing communications in accordance with our Privacy Policy. If you do not wish to receive such communications, you may unsubscribe by clicking on the unsubscribe link at the bottom of our messages.

OUR COMMITMENT TO YOU

SIXT is a leading vehicle rental group in Australia with a network of franchised and corporately owned locations. We aim to meet your vehicle rental needs on every occasion and to make the experience as easy as possible. Your input as a customer informs what we do and how we do it so if you feel that something is working well or could be improved, please let us know via the *Contact* section on our website www.sixt.com.au so we can direct you to the right area of our business.

CONSUMER RIGHTS STATEMENT

All your rights set out in the Rental Agreement are in addition to your rights as a consumer under applicable consumer protection legislation, including the Australian Consumer Law. Your consumer rights are not excluded, restricted or modified by this Rental Agreement and apply to the full extent required by the Australian Consumer Law. You can find out more about your consumer rights from consumer organisations and bodies such as the Australian Competition and Consumer Commission and State/Territory fair trading authorities.

SIXT STATUS PROGRAM

By renting with SIXT you can take advantage of the SIXT Status Program – SIXT's worldwide loyalty program. The more you rent the more offers and promotions you can qualify for. Register online at www.sixt.com.au to manage your profile and login when booking to make sure that all your rentals are counted towards your status.

PREPAID RENTALS

If you have a Prepaid Booking, special conditions attaching to that booking may apply in addition to the rental terms and conditions set out in this document, including limited cancellation, modification, and refund rights (subject to your rights under the Australian Consumer Law). To the extent of any inconsistency between those special conditions and these rental terms and conditions, the special conditions will apply.

RENTAL TERMS AND CONDITIONS

Effective October 2026

1 YOUR RENTAL AGREEMENT

1.1 The contract (**Rental Agreement**) that You will enter into with Us comprises the rental document describing the details of the hire of the Vehicle (**Rental Details Document**) and the Rental Information, any Vehicle Condition Report, these rental terms and conditions (Terms and Conditions) and the Linkt Terms and Conditions. If there is any inconsistency between the Rental Details Document and these Terms and Conditions, the terms of the Rental Information then the Rental Details Document will apply.

1.2 The Rental Agreement is binding and enforceable against You and any person, firm or organisation who makes payment for or is liable to make any payment in connection with the rental of the Vehicle (including any person who has provided a credit card authority form as described in clause 5.17).

1.3 We may vary or replace these Terms and Conditions by providing You 28 days' notice in writing. If You do not accept the variation to these Terms and Conditions, You must return the Vehicle prior to the end of the 28 day notice period.

1.4 Where Your rental is with a licensee of Sixt Australia, Sixt Australia will have all of the rights of the licensee, and is authorised to take any action that the licensee is able to take under this Rental Agreement and any such actions of Sixt Australia shall be valid and binding under this Rental Agreement as if they were taken by the licensee.

1.5 There are words and phrases used in the Rental Agreement that have a particular meaning that You need to be familiar with. These are listed below and Capitalised throughout these Terms and Conditions

Australian Consumer Law means Schedule 2 to the *Competition and Consumer Act 2010*.

Accident means a collision between the Vehicle and any other object, including another vehicle, that results in Damage.

AdBlue means the diesel exhaust fluid used in modern vehicles that have a Selective Catalytic Reduction system (SCR) that is used to reduce emissions of oxides of nitrogen from the exhaust of diesel vehicle engines.

Additional Damage Protection means options You may select at or prior to the commencement of the rental for an extra cost to reduce the amount of Damage Recovery Fee payable under this Rental Agreement where the Loss Damage Waiver provisions apply.

Additional Driver means a person approved by Us to drive the Vehicle, in addition to You, as specified as "2nd Driver" in the Rental Details Document.

Assistance Animal means an animal recognised by law as an assistance animal including an animal trained to assist a person with a disability.

Authorised Driver means any person authorised by Us (by prior written agreement) to drive the Vehicle, including the Hirer and any Additional Driver noted on the Rental Details Document.

Charge Card means the credit card or debit card You nominated for the debiting of charges under the Rental Agreement pursuant to clause 5.16.

Claims Handling Fee means the fee described in clause 13.10(j).

Corporate Services Agreement means an agreement pursuant to which Sixt Australia provides access to a Sixt corporate account, including any agreement setting specific corporate rates, and which applies to Your rental under this Rental Agreement.

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

Damage means loss of or damage to the Vehicle including to the key, keyless start, Vehicle key card or remote any accessory or equipment, however caused, other than reasonable wear and tear, and any other property loss or damage caused by use of the Vehicle during the Rental Period and any subsequent period up until return of the Vehicle.

Damage Costs means the costs specified in clause 13.10.

Damage Recovery Fee (DRF) means the amount specified in the Rental Details Document, which You must pay Us in the event of Damage, theft of the Vehicle or as described in section 13

DPF Burn means the action required when operating a diesel fuelled Vehicle to maintain the Vehicle's diesel fuel system to prevent Vehicle damage, when prompted by the Vehicle's warning indicators.

Early Return Fee means a fee that We may charge where:

(a) You return the Vehicle before the check-in time shown in the Rental Details Document; and

(b) You have not given Us at least 24 hours' notice before You return the Vehicle early;

calculated by reference to Our reasonable estimate of the costs and losses likely to be suffered or incurred by Us as a result of the early return, including:

(a) Administrative and fleet management costs associated with processing the early return;

(b) additional preparation, parking or holding costs incurred as a result of the early return; and

(c) lost revenue for the remaining rental period, having regard to the likelihood that We will be able to re-hire the Vehicle for the remaining rental period,

but excluding any costs that We would have incurred in any event had the Vehicle been returned at the originally agreed return time and capped at the amount specified in the Rental Information

Hirer means the person whose name is listed as Renter 1 in the Rental Details Document and is also referred to in these Terms and Conditions as 'You'.

Hiring Location means the Sixt branch or rental station from which You hired the Vehicle listed on the Rental Details Document next to the checkout time.

Heavy Vehicle has the meaning given in the Heavy Vehicle National Laws and includes any vehicle with a GVM or ATM of more than 4.5t. Heavy Vehicle National **Laws** means Schedule 4 of the Heavy Vehicle National Law Act 2012 (Qld) as adopted and modified in each relevant state or territory, and all associated regulations, as amended or replaced from time to time.

Incident means an Accident, an instance of Damage occurring to the Vehicle, theft of the Vehicle, loss of the Vehicle or other incident where the Vehicle may sustain Damage or You have lost or may lose possession or control of the Vehicle.

Late Return Administration Fee means $40.00 per 24 hour period.

Linkt means Tollaust Pty. Limited (ACN 050 538 693), trading as Linkt, Linkt Terms and Conditions means the terms and conditions pertaining to the Linkt tolling facility which follow these Terms and Conditions and entitled Linkt Terms and Conditions.

Loss of Use Fee has the meaning given in subclause 13.10(i).

Off Road means any area that is:

(a) not a gazetted road;
; or

(b) is an Unsealed Road;

including but not limited to unformed roads, fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, rivers, flood waters or any other body of water, sand, deserts, rocks, fields, paddocks or grassed areas.

Overhead Damage means:

(a) damage at or above the level of the top of the front windscreen of the Vehicle;
; or

(b) loss or damage caused by:

(i) contact between the part of the Vehicle that is at or above the level of the top of the front windscreen with objects overhanging or obstructing its path;

(ii) use of any Vehicle so that its height exceeds that permitted by law, bylaw, regulation or advisory sign in the area of use;

(iii) objects being placed on the roof of the Vehicle;or

(iv) You or any person standing or sitting on the roof of the Vehicle.

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Pantech and Box Damage means damage to any part (including roof and floor) of the pantech or box section, floor, tail lift and/or ramps of a Commercial Vehicle.

Pick Up Time means the time nominated in the booking as the time the rental vehicle is to be picked up, which is also noted in the booking confirmation.

Prepaid Booking means a booking identified at the time of reservation as a prepaid booking with limited cancellation, modification or refund rights.

Recalculated Rental Charge means the Rental Charge recalculated by reference to:

(a) the actual duration of the rental; and

(b) the rates, discounts, and other pricing conditions that would have applied had the Vehicle been booked for that duration from the outset.

Rental Charge has the meaning given to that term in clause 5.5.

Rental Information means the document that containins some of the terms of your rental of the Vehicle which You agreed to at the time of Your booking.

Return Location means the Sixt rental station or branch specified in the Rental Details Document next to the check in time where You must return the Vehicle at the end of the Rental Period.

Security Deposit means an amount held against your Charge Card pursuant to clause 5.26 as security for additional charges which You may incur under the Rental Agreement.

Single Vehicle Accident means an Accident that:

(a) does not involve another vehicle other than a parked vehicle;

(b) involves another vehicle but the vehicle or the driver has not been identified to Sixt; or

(c) involves another vehicle where, at the time of the Accident, the Sixt rental Vehicle was driving in reverse and the other vehicle was stationary.

Single Vehicle Accident Fee (**SVAF**) means the charge that may apply when You are involved in Single Vehicle Accident.

Sixt means the entity You are hiring the Vehicle from as specified at the bottom of the Rental Details Document, which may be Sixt Australia or one of its licensees.

Sixt Australia means Kingmill Pty Ltd ABN 58 003 966 647 trading as Sixt Australia.

Sixt Charge Account means a Sixt corporate account for which a nominated payment card or monthly billing has been nominated as the method of payment of charges related to any rentals made under that account.

Sixt Service Provider means the party that operates the Hiring Location of the rental You have booked, being either Sixt Australia or one of its licensees.

Snow Pass means the additional fee payable that allows the Vehicle to be driven on sealed roads and sealed carparks above the Snow Line subject to these Terms and Conditions and available at selected Hiring Locations only.

Snow Line means the gates or any area where it is indicated or required that snow chains are to be carried to the Vehicle.

Sunset and Sunrise means, in relation to any location, the local sunset and sunrise times specified for that location by the Australian Government Geoscience Australia as reported on their website, currently located at: http://www.ga.gov.au/geodesy/astro/sunrise.jsp.

Telematics Data means, where a Vehicle is fitted with telematics technology, data provided to Us through such technology relating to Your use of the vehicle which may include, but is not limited to, oil life, fuel levels, tire pressure, battery state of charge, distance, speed, vehicle location data (including global positioning satellite (GPS) coordinates and direction of travel), vehicle damage detection data, vehicle diagnostic information (such as advice that the engine warning light has activated), braking, acceleration and cornering data.

Underbody Damage means any damage to the Vehicle including the drive train, chassis, steering, suspension, brakes, exhaust, cooling system, floor pan and fuel systems that is caused by or directly results from contact between the underside of the Vehicle and any part of the road way or any object or obstruction including kerbs, gutters, speed or road humps, barriers or wheel stops; and includes the area from the door seal, top of the front and rear bumper and below, whether or not any other parts of the Vehicle are damaged at the same time.

Unmanned Location means a rental station located in a regional or remote location, or an airport location which does not always have staff present during the normal operating hours of that location.

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

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

Vehicle Condition Report means any report on the condition of the Vehicle and any existing damage to the Vehicle which is attached to or provided to You together with the Rental Details Document and/or the Vehicle Condition section in the Rental Details Document.

We, Us, Our or Sixt means the entity You are hiring the Vehicle from as specified at the bottom of the Rental Details Document, which may be Sixt Australia or one of its licensees.

You, Your means the person renting the Vehicle described as the "Renter 1" in Rental Details Document.

2 YOUR BOOKING

2.1 When You make a booking, We will record Your request for a rental vehicle in our reservation system and will endeavour to ensure that a vehicle of the vehicle class booked is available for You at the Pick Up Time at the Hiring Location, subject to availability. There may be times where, despite Your booking, no vehicle is available for Your rental. When the vehicle requested in the booking is not available, We will endeavour to supply You an alternative vehicle, subject to availability, which may be in a different car class.

Vehicle Class

2.2 Your booking is for a particular vehicle class (which includes more than one specific make and model of vehicle) and not necessarily for the vehicle that is displayed in Your booking. You may receive any vehicle in the vehicle class for Your rental.

2.3 Even if You have a valid booking, We may refuse to provide You a rental car where You do not present a valid drivers licence acceptable to Us, do not provide the required Security Deposit or Charge Card, fail to pay the Rental Charges, are intoxicated, aggressive or confrontational with Our staff or due to Your prior conduct.

2.4 To be able to rent from Us or another Sixt Service Provider, You must present Your driver licence to the Sixt representative at the Hiring Location. Your driver licence must be a non-provisional driver licence that is current for the entire period of Your rental and is valid for the class of vehicle that You are renting. If Your driver licence is not an Australian driver license, it must be one of: a photo licence that is in English, an International Driver Permit or a foreign photo licence with a NATII certified translation.

2.5 To be able to rent from Us or another Sixt Service Provider, You must at our request pay the applicable Security Deposit or have a hold placed on Your Charge Card, as security for additional charges You may incur under the Rental Agreement. For more details see section 5 (in particular, 5.26. For acceptable payment methods see section 5.16.

2.6 You may cancel Your booking prior to the date and time of the commencement of Your rental. Cancellation fees may apply.

2.7 A 'No Show' fee may apply if You have a Prepaid Booking and You fail to notify Us of Your cancellation of the booking prior to the date and time of the commencement of Your rental.

Late Pickup:

2.8 Where a vehicle is available, we will hold that vehicle for You for 4 hours after the Pick Up Time (or until the rental station's closing time if the Pick Up time is within 4 hours of closing time) in the event You are running late. If You do not attend the rental counter at the Hiring Location within this time, the vehicle may be rented to another customer and You may lose Your

booking. In this event, You may still be able to rent a vehicle if a vehicle is available, however the price quoted in the booking will not apply and the Rental Charges will be recalculated based on the rates that apply at that time, which may be higher than the rates that applied to Your original booking. Please contact Us as soon as possible if You know You are arriving late so that we can do our best to accommodate You.

2.9 If You made Your booking through Sixt Australia, this section 2 is subject to any booking terms and conditions provided to You at the time of booking.

Third Party Booking

2.10 If You have made a booking for a Sixt vehicle rental through a third party - for example via another website or travel provider - Your arrangement is with the third party and not with Us, and these Terms and Conditions do not apply. Your legal rights, including in relation to variations and cancellations, are as described in the agreement You made with the third party. You do not have rights against Us or any other Sixt Service Provider in relation to that booking unless and until You enter into the Rental Agreement with a Sixt Service Provider.

Variations to Bookings

2.11 Subject to some exceptions listed below, You are able to vary Your Sixt booking prior to the Pick Up Time by selecting the "Manage Bookings" tab on the www.sixt.com.au website, by calling Our customer support team on 13 74 98 (+61 2 8337 2700 International) or by emailing modifybooking@sixt.com.au. If You have created a Sixt online account, You can also view and modify your booking by logging in via the www.sixt.com.au website. If You did not use Your account when booking, you may need to link Your booking to Your account prior to being able to modify it. For assistance linking your booking to Your account, please contact Us.

2.12 (**new rates may apply**) When You make a variation request, You will be quoted the new charges that will apply to the varied booking. In most cases, the new charges will be calculated at the rates in effect at that time, and not at the rates which applied at the time You first made Your booking. The new rates may be higher than the original rates. This means that the total cost of the varied booking may be higher even if the car class and length of Rental Period has not changed or has been reduced.

2.13 (**vehicle availability**) Your variation request will be subject to our estimated vehicle availability. You will not be able to vary a booking if We estimate that we do not have sufficient vehicles of the vehicle class requested for the proposed Rental Period.

2.14 (**changing Hirer name or Hiring Location not permitted**) Once You have made a booking, You cannot change the name of the Hirer (Your name) or the Hiring Location for Your booking. If You do want to change the Hirer name or Hiring Location, You will need to cancel Your existing booking and make a new booking.

2.15 (**changing Return Location**) Depending on the Hiring Location of Your rental booking, You may be able to vary the Return Location to a number of other select locations. If You change the Return Location to a location that that is different to the Hiring Location (we call this a "**One-Way Rental**"), a one-way fee may apply. One-Way Rentals are available between specific locations only and may be further restricted during particular time periods. All requests for One-Way rentals are subject to Our approval and You may be unable to vary the Return Location to Your desired location.

2.16 (**adding membership number or discount code**) In most cases, You will not be able to modify Your booking to add a membership number or discount code. This includes an Auto Club membership number, which must be provided at the time of booking to qualify for any applicable discounts or offers.

Location closure and change of hours

2.17 In the event of Sixt Pick-up Location closure, We may, at Our discretion, cancel any existing Booking at that location and refund all amounts paid, move a Booking from an impacted location to a nearby location or provide transport to an alternative location. In the event a Sixt location changes operating hours, the pick-up and drop off times of a Booking may be varied by Sixt Australia to align with the new operating hours.

3 YOUR RENTAL PERIOD

3.1 Your rental of the Vehicle from Us is for the Rental Period at the rate shown in the Rental Details Document.

3.2 The Vehicle (including keys, keyless start, Vehicle key card or remote and any other accessory or equipment supplied) **must** be returned to the Sixt rental station specified in the Rental Details Document next to the check in time (**Return Location**) at the check in time shown in the Rental Details Document.

Early Return- 24 hours' notice and Early Return Fee

3.3 You may end Your rental earlier than the check in time shown in the Rental Details Document by returning the Vehicle to the Return Location.

3.4 If Your plans change and You intend to return the Vehicle early, You should notify Us as soon as possible and, where practicable, at least 24 hours before returning the Vehicle.

3.5 If You return the Vehicle early and the booking is not a Prepaid Booking, We will calculate the Recalculated Rental Charge in accordance with this Rental Agreement.

3.6 Because longer rental periods may attract discounted pricing, the Recalculated Rental Charge may be higher or lower than the Rental Charge calculated for the originally agreed Rental Period.

3.7 If the Recalculated Rental Charge exceeds the Rental Charge calculated for the originally agreed Rental Period, You must pay the difference.

3.8 If the Recalculated Rental Charge is less than the Rental Charge calculated for the originally agreed Rental Period, We will adjust the amount payable by You or refund You the difference, less any Early Return Fee that applies.

3.9 We will not charge an Early Return Fee if You give Us at least 24 hours' notice before You return the Vehicle early or there are external circumstances such as severe weather events or personal emergencies which reasonably prevented you from giving us 24 hours" notice of the early return of the Vehicle.

3.10 If You return the Vehicle early and the booking is a Prepaid Booking, You will not be entitled to a refund of any unused portion of the prepaid Rental Charges, but We will not charge an Early Return Fee.

Extending the Rental Period

3.11 We understand that circumstances change and You may require the Vehicle for longer than the Rental Period. If so, You must contact Us prior to the expiration of the Rental Period to request an extension. We may approve or deny Your request.

3.12 If We do not approve Your request for an extension to the Rental Period, You must return the Vehicle by the check in time specified in the Rental Details Document.

3.13 If We approve Your request for an extension to the Rental Period We will process a further hold on your Charge Card at that time for the estimated additional Rental Charges resulting from the extension and confirm the new check in time that will apply.

Late Return:

3.14 If You fail to return the Vehicle (including the keys, Vehicle key card, remote or keyless start) at the end of the Rental Period and We have not agreed an extension to the Rental Period in accordance with clauses 3.11-3.13, We will continue to charge You, for one additional 24 hour period from the end of the Rental Period, the Rental Charges calculated as described in clause 5.7 until the Vehicle (and key, key card, remote or keyless start) is returned. Where the key, key card, remote or keyless start is lost, clause 14.2(e) will apply.

3.15 If the Vehicle is returned to Us more than 24 hours after the check in time shown in the Rental Details Document (or any later check in time We agree to under clause 3.13) We will continue to charge You for all Rental Charges. We may also charge you a Late Return Administration Fee for each 24 hour period You are charged for under this clause 3.15.

3.16 Further to clauses 3.14 and 3.15, if We are unable to reach You, after 2 attempts, using the contact details You provided or We suspect the Vehicle will not be promptly returned We may:

(a) recover the Vehicle by lawful means and charge You Our reasonable costs of recovery; and/or

(b) report the Vehicle as stolen.

Once the Vehicle is reported stolen, clause 14.3 will apply and We may charge You the fees and charges listed in clause 14.3 in place of the Rental Charges.

4 RENTALS OVER 28 DAYS

4.1 If Your rental exceeds 28 days, Sixt will process a hold on your Charge Card for the estimated Rental Charges for the first 28 days of the Rental Period at the commencement of the rental. On the 28th day, Sixt will take payment of the actual Rental Charges for first 28 days of the rental and process a hold in the amount of the estimated Rental Charges for the next 28 days of the rental continuing in cycles of 28 days thereafter.

4.2 Please take care to observe any mileage restrictions notified by any Sixt representatives or noted in the Rental Details Document or your Sixt booking confirmation and contact the Hiring Location immediately if the Vehicle's mileage exceeds the stated amount.

4.3 When any kilometre restriction is exceeded or the Vehicle requires servicing or repair, We may ask You to return the Vehicle and You must return the Vehicle as directed. We will provide You with a similar alternative Vehicle for the remainder of the Rental Period if that is the case.

5 CHARGES AND PAYMENTS

Pre-authorisation of estimated Rental Charges

5.1 Prior to picking up the Vehicle, a hold will be placed on your Charge Card (in the form of a pre-authorisation) in the amount of the estimated Rental Charges. The amount will exclude:

(a) any Rental Charges We have agreed are to be charged to a Sixt Charge Account, in which case such estimated Rental Charges will be Charged to the relevant Sixt Charge Account at this time;

(b) any Rental Charges You have prepaid to Sixt in which case all prepaid amounts will be applied against the estimated Rental Charges payable; or

(c) any Rental Charges covered by a valid rental voucher accepted by Sixt issued by a third party that You have booked Your rental with.

5.2 The estimated Rental Charges are the Rental Charges We know about at the start of the rental, calculated based on the agreed Rental Period and any options You have selected and will be specified in the Rental Details Document. For rentals over 28 days, the estimated Rental Charges include the Rental Charges for the next 28 days of the rental.

5.3 The estimated Rental Charges may not be all of the charges which You must pay under the Rental Agreement as additional charges, as relevant to You, may apply if circumstances change (for example where You do not return the Vehicle on time, use additional services or if there is Damage to the Vehicle etc.).

Final Rental Charges

5.4 After the conclusion of the rental You must pay and We will charge You:

(a) all Rental Charges calculated based on the actual period of the rental (being the period from the actual Vehicle check out time to the actual return time), including any Recalculated Rental Charge that applies under clauses 3.3 to 3.10, less any amount paid at the start of the rental;

(b) any charges payable for roadside assistance in accordance with clause 11.5 and 11.6;

(c) any cleaning fees applicable pursuant to clause 10.6 and all other reasonable costs required to return the Vehicle and any equipment supplied to the same condition it was in at the commencement of the rental in accordance with clause 10.7

(d) any amount payable in relation to tolls or infringements;

(e) any amounts payable in relation to Damage or loss or theft of the Vehicle in accordance with Sections 13, 14 and 15;

(f) all applicable card payment fees;

(g) any Late Return Administration Fee;

(h) any Early Return Fee payable under clauses 3.3 to 3.10; and

(i) any other amount payable under the Rental Agreement;

except for any Rental Charges or other charges that We have agreed are to be charged to a Sixt Charge Account, which will be charged to the relevant Sixt Charge Account and must be paid by the relevant Sixt Charge Account holder.

Summary of Rental Charges

5.5 Rental Charges payable comprise the following charges (as applicable):

(a) **Base rental rate** – the base daily rate for the rental;

(b) **Vehicle Registration Recovery Fee** - the daily amount payable to Us to recover Our costs of registering and licensing the Vehicle as a rental Vehicle;

(c) Cost of hiring any **additional equipment** You have requested;

(d) Cost of any **Additional Damage Protection** or **Roadside Protection** You have selected;

(e) **Additional Driver Fee** – a daily fee charged for adding an Additional Driver to the Rental Agreement (subject to Our approval);

(f) **Young Driver Fee** - a daily surcharge for each driver aged under the age of 25;

(g) **Excess Kilometre Charge** – the charges payable if You exceed any free kilometre allowance applicable to the rental. We will use the Vehicle's odometer to calculate the number of kilometres travelled during the rental. The free kilometre allowance and rate for each additional kilometre (where applicable) is specified in Your booking confirmation from Sixt;

(h) **Early Return Fee** –a fee that may apply if You return the Vehicle early without giving Us at least 24 hours' notice, as described in clauses 3.3 to 3.10;

(i) **One Way Fee** - a charge for returning Your Vehicle to a Sixt rental station different to the Hiring Location that You rented the Vehicle from. The amount of the One Way Fee varies depending on the type of Vehicle and the Hiring Location and will be calculated based on driving distance between the Hiring Location and the Sixt rental station where the Vehicle is returned;

(j) **Premium Location Fee** - the extra amount payable when a Vehicle is hired from a rental station located at an airport or some city or remote locations. The Premium Location Fee is applied as a percentage to all Rental Charges and is shown in the Rental Details Document;

(k) **Fuel charges** – Unless you have hired an electric vehicle, the Vehicle is supplied with a full tank of fuel. If You return the Vehicle without a full tank of fuel, a refuelling charge will apply which will be calculated by reference to the fuel cost plus labour cost . At some Hiring Locations a **Prepaid Fuel** option may be available allowing You to pay for fuel usage in advance eliminating the need to pay for fuel at the end of Rental. Unused fuel which has been prepaid will not be refunded. You must also pay for any fuel used for any delivery and collection service We agree to provide You. **Electric vehicles** are supplied with at least 80% battery level. If you return an electric vehicle with less than 80% battery level, We will charge you for the battery You used unless You have purchased Prepaid Fuel which allows You to pay for battery usage in advance, eliminating the need to pay for battery usage at the end of Rental. Unused battery which has been prepaid will not be refunded. You must also pay for any battery used for any delivery and collection service We agree to provide You.

(l) **AdBlue** –Vehicles which require the use of AdBlue must be refilled to the full level at the end of the rental. If You do not refill the AdBlue at the end of Your rental, a refilling charge will apply which will be calculated by reference to AdBlue cost plus labour cost.

(m) Any additional fees which apply from time to time as advised by Us at or prior to the time of entry into this Rental Agreement.

5.6 Where the rental is subject to a valid Corporate Services Agreement, the Rental Charges will be calculated in accordance with the Corporate Services Agreement. Where a contract fee or contract administration fee applies, this will be calculated at 3.5% of all rental charges, or as otherwise described in the Corporate Services Agreement.

Calculation of daily Rental Charges

5.7 All **Rental Charges** which are a **daily charge** such as base rental rate the Additional Driver Fee, Young Driver Fee, the daily cost of any Additional Damage Protection selected and the Vehicle Registration Recovery Fee will be calculated as follows:

(a) the daily amount will be charged **per complete 24 hour period** commencing at the Vehicle check out time;

(b) no additional charge will apply for a further period of up to 29 minutes in excess of any 24 hour period;

(c) the full daily rate will apply for any further period of 30 minutes or more in excess of any 24 hour period.

Toll Payments

5.8 Tollaust Pty. Limited (ACN 050 538 693) (**Linkt**) provides a toll payment facility for payment of tolls incurred when the Vehicle is driven on a toll road during Your rental of the Vehicle.

5.9 Linkt will charge You and You must pay for tolls in accordance with the Linkt Terms and Conditions which form part of the Rental Agreement including the following amounts:

(a) the amount of any toll incurred (including any video matching fee); and

(b) a service fee of $3.30 (including GST) for each calendar day on which a toll is incurred and charged using the Linkt toll payment facility;

unless toll fees have been charged by the toll road operator directly to You and paid by way of an alternative arrangements that You have made (such as via a tag) or We have agreed for such charges to be charged to a Sixt Charge Account.

5.10 In the event payment is not received by Linkt and overdue toll charges are transferred to Sixt in accordance with clause 6.3 of the Linkt Terms and Conditions, You must pay these overdue toll charges to Us immediately (including the service fee).

5.11 You may use Your own tolling tag in the Vehicle during the Rental Period. You are responsible for correctly mounting the tag (no mounting will be provided by Sixt). There is no damage protection for any Damage caused by incorrect mounting or installation of any toll tag and You will be responsible for all Damage Costs We incur. In the event any tag is faulty, is not detected on a toll road or payment using the tag otherwise fails, You may be charged by Linkt in accordance with clause 5.9 and the Linkt Terms and Conditions.

5.12 You must never add the Vehicle to a personal etag account. If You do this, Sixt will not be liable to You in the event You are charged for trips outside of Your Rental Period.

Fines and Infringements

5.13 You are liable for and must pay all fines and infringements incurred during Your rental of the Vehicle, including all speeding and traffic fines, infringements and penalties and all fines, infringements and penalties arising from parking, clamping, towing, or release of the Vehicle from compounds.

5.14 We may supply Your details to any regulatory authority issuing a fine or infringement notice incurred during the period of Your rental. We will inform you of any fine or infringement notice and each time We do so We will charge a handling fee in the amount shown on the Rental Details Document (including GST).

5.15 If We have paid the amount of any fine, infringement or penalty that You are liable for under clause 5.13 We will also charge You that amount.

Method of payment and authority

5.16 Unless We have agreed that all Rental Charges and other charges associated with Your rental are to be charged to a Sixt Charge Account, prior to the commencement of Your rental You must provide a credit card (or at some select Sixt Hiring Locations a debit card may be used), that is acceptable to Us, for payment of any charges due under the Rental Agreement (**Charge Card**).

5.17 The Charge Card provided **must** be in Your name. At some Hiring Locations We may approve a credit card in another name to be used as the Charge Card providing that the cardholder has completed a credit card authority in the form specified by Us and presents acceptable identification in person at a Sixt location prior to commencement of the rental.

5.18 You must ensure that Your Charge Card is valid and has sufficient funds to cover the charges You incur under the Rental Agreement and if this is no longer the case, You must nominate an alternative Charge Card to be used for payment of charges.

5.19 All charges incurred under this Rental Agreement and payable by You (including without limitation all Rental Charges and all Damage Costs payable under sections 13, 14 or 15) will be charged to the Charge Card. You authorise Sixt to charge (in the manner described in these Terms and Conditions) all charges payable by You under the Rental Agreement, including without limitation all Rental Charges and all Damage Costs payable under sections 13, 14 or 15, to the Charge Card.

5.20 There may be instances where We are unable to determine all charges payable until some time after the conclusion of the Rental Period and the release of the Security Deposit – for example: where We receive infringement notices after the Rental Period has ended, where the Vehicle has not been returned on time, where there is damage which requires assessment or where a police investigation is ongoing. You agree that We may charge the Charge Card during the Rental Period and for a reasonable time after the end of the rental period being in most cases a period of 60 days after the return of the Vehicle or a longer period where exceptional circumstances exist, in relation to such charges and authorise Us to do so.

5.21 **Card payment fees** apply and will vary depending on payment card used.

5.22 Payment by debit card is not accepted on all Vehicles or at all Hiring Locations. Please check with the Hiring Location that Your proposed means of payment is accepted before signing the Rental Agreement. Where accepted, a debit card must be a Debit MasterCard or Visa Debit Card which shows Your name printed on the card. Cards without Your name are not accepted as debit cards.

5.23 For a list of accepted credit cards please contact Us.

5.24 Cash payments are not permitted.

Unpaid Amounts and Enforcement Costs

5.25 If payment for any amount due under the Rental Agreement using Your Charge Card fails and You do not pay such amount by alternative means after We have tried to contact You using any of the contact details provided at the commencement of Your rental:

(a) We may terminate Your rental in which case the Rental Period will be at an end and You must immediately return the Vehicle to the Return Location and `clause 16.2 applies;

(b) You must pay Us interest on that overdue amount calculated at the rate equal to the standard business overdraft rate charged from time to time by the ANZ Bank starting 7 days after the date that overdue amount became payable to Us and ending on the date of payment of all amounts due; and

(c) 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 or court costs.

We may also terminate Your rental in the event any Corporate Services Agreement applying to the rental is terminated, there is a default in relation to fees due and payable on any Sixt Charge Account to which any Rental Charges under the Rental Agreement are to be charged or We reasonably believe Rental Charges to be charged to the Sixt Charge Account will not be paid.

Security Deposit

5.26 At the commencement of the rental, and in addition to paying the estimated Rental Charges, We may place a hold on Your Charge Card, as security for additional charges which You may incur under the Rental Agreement (**Security Deposit**).

5.27 You will be required to at our request to pay the Security Deposit on Your Charge Card as security to cover additional charges You accrue under the Rental Agreement. The Security Deposit will be refunded after the conclusion of the rental subject to and in accordance with the terms of the Rental Agreement. Where a hold has been placed on your Charge Card as

a Security Deposit, any additional charges due under the Rental Agreement upon return of the Vehicle will be processed against this pre-authorisation.

5.28 The amount of the Security Deposit required is the amount displayed at the time of booking and is also set out in the booking confirmation. This amount must be paid by credit card or at our request by a hold placed on your Charge Card.

5.29 A higher Security Deposit amount may be required if the Sixt Service Provider agrees to accept payment of the Security Deposit by debit card or cash. Payment of the Security Deposit by debit card or cash is not available at all locations and is subject to prior approval.

5.30 The Security Deposit amount will vary depending on the type of Vehicle You hire and the Hiring Location and will be notified to You on collection of the Vehicle.

5.31 At the end of the rental, We may process any additional charges incurred by You against this pre-preauthorisation. (See also clauses 10.9 and 10.10 **Release of Security Deposit**)

Third Party Payors

5.32 Regardless of any other provision of this Rental Agreement, where another person is responsible for paying any of the Rental Charges or any other charges payable under the Rental Agreement pursuant to an agreement We have with that person (**Third Party Payor**), We will only charge You and You will only be responsible for, the charges that the Third Party Payor is not responsible for under Our agreement with them. Furthermore, where We agree with the holder of a Sixt Charge Account that any charges under the Rental Agreement are to be charged to a Sixt Charge Account, those charges will not be charged to You but will instead be charged to the Sixt Charge Account.

Timing, verification and adjustment of charges

5.33 All amounts payable under the Rental Agreement are subject to subsequent verification and adjustment. Details of any adjustments will be provided to You as soon as practicable, and before any additional amounts are charged to You. If a refund is due to You it will be credited to the Charge Card. If any amount is due to Us You authorise Us to charge Your Charge Card with that amount. Such adjustments may be made during or after the end of the Rental Period.

Notifications of charges

5.34 We will notify You of all charges to Your Charge Card, including all final Rental Charges as set out in clause 5.4 and where any calculation of a charge is not specifically set out in these Terms and Conditions We will act reasonably in determining such charges .

5.35 We will notify you 24 hours prior to processing any Rental Charges that are not set out in clause 5.4

5.36 If You dispute any charge, please notify Us of the reasons and We will review the charge in question.

6 SIXT STATUS PROGRAM AND SIXT ACCOUNT

6.1 Sixt Australia and its licensees participate in the Sixt Status Program, offering benefits and offers to customers renting in Australia based on their allocated Sixt status.

6.2 To ensure your rental is counted towards your status, please register an account at www.sixt.com.au and login when booking. You can add past rentals to your account by contacting our customer service team at customerservice@sixt.com.au or by calling 1300 284 752 or +61 2 8337 2991.

6.3 If you do not wish to participate in the Sixt Status Program, you may unsubscribe to status and promotional communications by using the unsubscribe link at the bottom of promotional messages or by contacting privacy@sixt.com.au. This will not remove your data and past rental history. For details of your rights in relation to your data, please see our Privacy Policy.

6.4 If You have an account with us, You must keep Your account details up to date otherwise we may not be able to assist you with Your rentals or provide status benefits to You.

6.5 Benefits and offers provided under the Sixt Status Program are subject to any terms and conditions published on the www.sixt.com.au website including validity dates and may change from time to time.

6.6 Some Sixt Status Program offers and benefits may be unavailable when renting using a Sixt corporate account, booking through third parties or in conjunction with other offers, discounts or promotions.

6.7 Unless otherwise agreed by Sixt Australia, rentals under a Sixt corporate account are not counted towards your Sixt status.

6.8 Offers and benefits may vary in different countries and may be subject to availability. Please check with Your local Sixt provider for current benefits offered when renting outside Australia.

6.9 Sixt Australia reserves the right to vary or replace the Sixt Status Program, including status tiers, tier eligibility and benefits, from time to time.

7 MY NRMA MEMBERSHIP

7.1 You agree to become a member of the NRMA. You will be entitled to the member benefits that come with a My NRMA subscription. This entitles you to various offers from NRMA businesses like SIXT and NRMA Parks & Lodges, and NRMA third party partners like fuel discounts. You can find out more about member benefits here https://www.mynrma.com.au/membership/benefits-perks

7.2 Please read your Membership terms and Conditions, which are here. They contain important information about your membership.

7.3 NRMA will handle your personal information in accordance with our Privacy Policy. We may contact you to manage your NRMA Membership and to provide you with information and offers from the NRMA and our businesses. You can alter your consent at any time by contacting us on 13 11 22.

8 YOUR RESPONSIBILITIES

Who may drive the Vehicle

8.1 You must ensure that the Vehicle is **only** driven by an Authorised Driver (which includes the Hirer and any Additional Driver approved by Us and noted in the Rental Details Document).

8.2 Unless otherwise approved by Us in writing, to hire or drive a Vehicle You **must**:

(a) be no less than 21 years of age for a standard vehicle and no less than 25 years of age for other specified classes of Vehicle; and

(b) hold a full, current, unrestricted drivers licence for the Rental Period that is valid and appropriate for the class of Vehicle rented, that shows Your current residential address and that is one of a photo licence in English, an international photo licence with a NATII certified translation or an international drivers permit.

Responsibilities of Additional Drivers

8.3 The Hirer must ensure that any Additional Driver or other Authorised Driver in control or possession of the Vehicle complies with all of the obligations of the Hirer under this Agreement with respect to use of the Vehicle. The Hirer is responsible for any use of the Vehicle by the Additional Driver or any other Authorised Driver who does not comply with this Agreement.

8.4 Additional fees will apply if You nominate an Additional Driver. An Additional Driver is listed on the Rental Agreement and is authorised to drive the rental Vehicle subject to the terms of the Rental Agreement. An Additional Driver must meet Sixt Australia's standard rental preconditions and may be required to sign the Rental Agreement.

Your responsibility prior to the start of the rental

8.5 Prior to the start of Your rental You must:

(a) Allow Us to inspect Your licence and that of any Additional Driver - You agree that We have the right to verify the validity of Your driver licence, that of any Additional Driver, at any time through any reasonable means;

(b) pay the estimated rental charges and any required Security Deposit and provide a Charge Card for additional charges in accordance with section 5;

(c) fully inspect the Vehicle to ensure that the condition of the Vehicle and any pre-existing damage is accurately noted in Vehicle Condition Report, and that all equipment hired is present.

8.6 If there is any discrepancy between the Vehicle Condition Report and the actual conditions of the Vehicle You must notify Us prior to leaving

the Hiring Location so that any damage can be noted on the Vehicle Condition Report.

8.7 In the event that Your inspection is in poor light or bad weather resulting in any existing damage to the Vehicle being obscured, We will allow You a further period of 60 minutes from the time the Vehicle leaves the Hiring Location to report any damage which was occasioned prior to the start of the rental and which is not recorded in the Vehicle Condition Report. You must, where possible, photograph any such damage and supply such photos to Us as soon as practicable.

8.8 You acknowledge that Sixt may rely on the Vehicle Condition Report when assessing any Damage to the Vehicle.

Your responsibilities during the rental

8.9 During the Rental Period and any subsequent period until the Vehicle is returned You and any other Authorised Driver must:

(a) (**Take Care of the Vehicle**) take all reasonable care of the Vehicle including taking care to:
  (i) prevent Damage, theft of the Vehicle and Third Party Loss;
  (ii) ensure that the Vehicle is not overloaded by the number of persons or by the weight of goods carried and following any weight guidelines notified in the Vehicle, in the operating manual or advised by Sixt staff. (If You are unsure of the number of passengers or weight of goods that the Vehicle can carry, please contact the Hiring Location);
  (iii) correctly use any security device fitted to or supplied with the Vehicle;
  (iv) protect the Vehicle against inclement weather including by closing the sunroof or convertible roof to prevent the entry of rain or where practicable, by garaging the Vehicle to prevent Damage caused by hail; and
  (v) prevent damage as a result of loading or unloading the Vehicle by ensuring the load is appropriately secured;

(b) (**Keep Vehicle Secure**) keep the Vehicle locked and secure and the keys and any keyless start, Vehicle key card or remote control device under Your personal control at all times - You must be able to produce the key, keyless start, key card or remote in the event of a theft of the Vehicle;

(c) (**Maintenance**) maintain the Vehicle's engine and brake oils, engine coolant levels and tyre pressures;

(d) (**Fuel Type**) not put anything other than the correct fuel type in the fuel tank;

(e) (**Operating Manual**) operate the Vehicle and any additional equipment in line with the operating manual including, but not limited to the use of Adblue and in the case of Commercial Vehicles, any application specific instructions, including, but not limited to the use of Adblue and any requirements pertaining to DPF burn;

(f) (**Warning Indicators**) correctly observe any warning indicators that may appear in the Vehicle and comply with the requirements in clauses 8.11 and 8.12;

(g) (**No Smoking**) not smoke, and ensure that no passenger smokes, in the Vehicle (additional Cleaning Fees will apply in case this condition is breached – see clause 10.6);

(h) (**Comply with Law**) comply with all applicable laws including:
  (i) all mandatory seat belt laws, (fines may be imposed by the police on any driver or passenger who does not have a seat belt properly adjusted and fastened);
  (ii) all child restraint laws (including by ensuring that all children under the age of seven years are secured in a restraint that has been fitted correctly according to the weight and age of the child and that the restraint is correctly adjusted and fastened);
  (iii) all laws relating to vehicle loading and transportation of goods.

(i) (**Mileage instructions**) adhere to any mileage instructions displayed in the Vehicle or set by the Hiring Location;

(j) (**Service Mileage**) notify Us immediately if the Vehicle has reached the mileage when the next service is due, as indicated on the service sticker affixed to the windscreen;

(k) (**Provide Information**) immediately upon request provide Us and any regulatory authority full, accurate and up-to-date information relating to the use of the Vehicle; and

(l) (**Driver Licence**) hold a valid driver licence as described in clause 8.2(b) and present such licence to Us upon request;

(m) (**Recall**) return the Vehicle upon request if it is subject to a recall.

(n) (**Heavy Vehicle**) when hiring a Heavy Vehicle:
  (i) comply with the National Heavy Vehicle Laws;
  (ii) ensure You and all Authorised Drivers hold the correct licence to operate the Heavy Vehicle;
  (iii) comply with the Heavy Vehicle's GTM and ATM classification;
  (iii) safely restrain any load within the dimensions of the Heavy Vehicle;
  (iv) manage driver fatigue and ensure where applicable that You and each Authorised Driver maintains an appropriate work diary or log book;
  (v) promptly report any issues or defects to Us; and
  (vi) seek your own advice on how the chain of responsibility under the National Heavy Vehicle Laws apply to Your use of the Heavy Vehicle.

8.10 You and any other Authorised Driver **must never**:

(a) (**No Unsafe Use**) use the Vehicle when it is unsafe or if it has a visible fault or fault warning light;

(b) (**No Drugs and Alcohol**) drive the Vehicle whilst under the influence of alcohol or drugs or whilst having a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit in the state or territory where the Vehicle is driven;

(c) (**Drug and Alcohol Testing**) fail or refuse to undergo any breath, blood, oral fluid or urine test or drug impairment assessment by any competent authority in the state or territory in which the Vehicle is driven;

(d) (**No Criminal Act**) commit:
  (i) any wilful, deliberate or criminal act, including an act of driver abuse; or
  (ii) an act of connivance with any person acting for You or on Your behalf, that causes Damage or Third Party Loss;
  or use the Vehicle for any illegal purpose or in a manner which would result in a criminal offence;

(e) (**No Dangerous Driving**) drive the Vehicle dangerously or recklessly;

(f) (**Prohibited Use**) use the Vehicle for off-roading, reliability trials, a race, rally or contest, speed testing or driving instruction;

(g) (**No Disposal of Vehicle**) sell, rent, salvage, dispose of or otherwise part with possession of the Vehicle;

(h) (**PPSR**) register or claim to be entitled to register any interest in the Vehicle under the *Personal Property Securities Act 2009*;

(i) (**False Information**) provide Us with information You know to be false or misleading, or knowingly fail to give us all the relevant information You have when assisting Us with investigations pertaining to any Accident or other Incident, or any court proceedings related to Your Rental Agreement;

(j) (**Dangerous goods**) use the Vehicle for carrying any dangerous goods or substances, any flammable items or toxic substances;

(k) (**Traffic laws**) use the Vehicle in contravention of any law or legislation controlling vehicle traffic;

(l) (**Handheld Device**) use a mobile phone, GPS unit or other handheld device whilst the Vehicle is in motion or stationary but not parked, unless the body of the phone or GPS unit is affixed to the Vehicle and the phone or GPS unit is not being held or touched at any time whilst being used;

(m) (**Keys**) leave the keys to the Vehicle or any keyless start, Vehicle key card or remote door control device in or with the Vehicle whilst it is unattended or unoccupied by You or any passenger;

(n) (**Leaving Vehicle Unattended**) leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator, except if Your health or safety would otherwise be endangered;

(o) (**No Modifications and Repairs**) modify, tamper with, or repair the Vehicle in any way or allow any person to do so, including, but not limited to, the installation of roof racks and towbars without Our prior written agreement except as expressly authorised in the Rental Agreement;

(a) (**No Towing**)
  (i) allow the Vehicle to be towed without Our permission except in an emergency where towing is arranged or performed by emergency services or through Our roadside assistance provider; or
  (ii) use the Vehicle to tow or propel another vehicle.

(b) (**No Licence Restriction**) drive the Vehicle whilst Your driver licence is subject to any suspension, restriction or condition;

(c) (**No Commercial Use**) use the Vehicle for the transport of passengers or property for hire, fare or reward unless the Vehicle is a Commercial Vehicle or You have Our prior written authority;

(d) (**Animals**) use the Vehicle to transport an animal without obtaining Our prior approval, except in the case of an Assistance Animal in which case approval is not required;

(e) (**Ferry or Ship**) transport the Vehicle on a ferry or ship or other watercraft without Our permission, other than by public ferry legally able to transport vehicles between two gazetted roads, or to the islands listed in clause 9.1(h). (**Important**: Even if We grant You permission, You will be fully responsible for all Damage Costs whilst the Vehicle is being so transported, and such liability will not be limited even if You have purchased Additional Damage Protection); or

(f) (**Telematics**) remove, modify, turn off or tamper with any telematics technology or remove or modify any Vehicle signage relating to telematics technology or allow any person to do so.

Warning Indicators and Vehicle Faults

8.11 If:

(a) a warning indicator appears in the Vehicle; or

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

You must respond in the manner required in the Vehicle manual or as directed by a Sixt representative. If You are unsure what a warning indicated is telling You or how to respond appropriately, You must not use the Vehicle and must contact the Hiring Location.

8.12 If the Vehicle develops any fault or a fault message appears, You must inform Us immediately via the contact details in the Vehicle or in the Rental Details Document and not use the Vehicle unless We have authorised You to do so. If You fail to notify Us, and continue to use the Vehicle unless there are exceptional circumstances, You may be held responsible for any Damage.

8.13 You must not let anyone work on the Vehicle or arrange or undertake any repairs to the Vehicle or towing or salvage of it unless We have given You Our prior authority. If We have provided Our prior authority, You must keep and produce to Us the original tax invoices and receipts for any repairs, towing or salvage costs and, where We have authorised and agreed to reimburse such amounts prior to them being incurred, We will reimburse You for such expenses upon the relevant tax invoices and receipts being produced. There is no damage protection for any damage or loss caused to the Vehicle as a result of unauthorised towing, salvage, or repair to the Vehicle and full Damage Costs will be payable by You.

9 RESTRICTED AREAS

9.1 Parts of Australia are not suitable for access by rental vehicles. To prevent Damage to the Vehicle and for Your own personal safety We strictly enforce conditions that restrict use of the Vehicle in such areas. Unless We have given Our prior written consent, You **must never** take the Vehicle:

(a) on any Unsealed Road unless it is a four wheel drive (4WD) vehicle which has a transfer case with an independent Low range and Hi range gearing capability and all terrain tyres as confirmed by the Hiring Location;

(b) in any area above the Snow Line, where snow chains are required unless You have purchased Snow Pass;

(c) Off Road;

(d) in any airside area of an airport including but not limited to an area beyond security screening, runways, taxiways, tarmacs, aircraft operations areas, airside security zone or areas where ground support vehicles operate;

(e) between mainland Australia and Tasmania in either direction;

(f) across state borders into or out of the Northern Territory or Western Australia; and

(g) into or out of Weipa (Queensland);

(h) onto any island with the exception of:
  (i) Kangaroo Island;
  (ii) Stradbroke Island;
  (iii) Magnetic Island;
  (iv) Bribie Island;
  (v) Phillip Island; or
  (vi) Bruny Island,

(i) through any river, stream, creek or tidal crossing;

(j) through flood waters or on flood prone roads or on any road where the state or condition of the road make the use of the Vehicle unsafe;

(k) on any road where the police or any government or statutory authority has issued a warning, caution or which has been closed;

(l) onto any road or region where We have notified You that the use of the Vehicle is prohibited;

(m) **in the Kakadu region**:
  (i) Jim Jim and Twin Falls;

(n) **in the Katherine region**:
  (i) Central Arnhem Road to Gove beyond Bulman;

(o) **in the Broome region**:
  (i) on Cable Beach; or
  (ii) on any other beach in the region; or
  (iii) on any roads south of Eighty Mile Beach when renting from Hiring Locations in the Northern Territory, Broome WA or Kimberley Region WA;

(p) **in the Kimberley region**:
  (i) Mitchell Plateau;
  (ii) Kalumburu;
  (iii) Kalumburu Road north of Drysdale River Station;
  (iv) on the Canning Stock Route;
  (v) on the Tanami Track; or
  (vi) outside any town or city limits between Sunset and Sunrise;

(q) **in Central Australia:**
  (i) on the Tanami Track west of Rabbit Flat;
  (ii) on the Gunbarrell Highway;
  (iii) on the Canning Stock Route;
  (iv) on the Donahue Highway;
  (v) on the Strzelecki Track;
  (vi) on the Oodnadatta Track, subject to prior approval by Us upon receipt of evidence to travel this route accompanied by another vehicle; or
  (vii) on the Birdsville Track, subject to prior approval by Us upon receipt of evidence to travel this route accompanied by another vehicle;

(r) **onto any Aboriginal Land** which require a permit, unless Sixt have given prior written approval upon submission of a valid entry permit - any entry to Aboriginal Land without a permit is illegal;

(s) **in Queensland**:
  (iii) on the Gulf Developmental Road;
  (iv) on the Telegraph Track;
  (v) on the Peninsula Developmental Road between Lakeland and Coen;
  (vi) on the Peninsula Developmental Road between Bramwell Station and Bamaga;
  (vii) on the Bloomfield Track (the Coast Road, or Cape Tribulation-Bloomfield Road) between Cape Tribulation and Cooktown; or
  (viii) on Burke Developmental Road between Chilagoe and Normanton;

(t) **in Northern Territory:**

(i) outside any town or city limits between Sunset and Sunrise with the exception of Uluru-Kata Tjuta National Park; or

(ii) in any other remote area specified by Sixt upon entry into the Rental Agreement between Sunset or Sunrise.

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9.2 Travel in the following areas and routes is subject to seasonal road conditions and permission must be expressly given by Us prior to travel:

(a) in the Northern Territory:
  (i) on Larapinta Drive or Namatjira Drive, also known as the Mereenie Loop Road; and
  (ii) on the Tanami Road, east of Rabbit Flat;

(b) in Western Australia:
  (i) on the Spring Creek Track, (the access road to the Purnululu National Park (Bungle Bungles));
  (ii) on the Gibb River Road, and all Unsealed Roads adjacent to this road;
  (iii) on the Fairfield-Leopold Downs Road, and all Unsealed Roads adjacent to this road; and
  (iv) on the Duncan Highway, and all Unsealed Roads adjacent to this road;

(c) in Queensland:
  (i) on the Cape York Peninsula;

and even if We have granted You permission to travel in these areas and routes and You have purchased Additional Damage Protection, the standard DRF and SVAF (as specified in the Rental Details Document) amount, as notified to you prior to the commencement of the rental, will apply on a non-reducible basis in the event of any Damage being occasioned in these areas.

10 RETURN OF THE VEHICLE

10.1 At the end of the Rental Period, You must return the Vehicle, the Vehicle key, Vehicle key card, remote or keyless start and any accessories or equipment supplied by Us:

(a) to the Return Location listed next to the check in time in the Rental Details Document;
(b) in the same condition it was in at the commencement of the rental, subject to reasonable wear and tear; and
(c) at the date and time listed in the Rental Details Document as the check in time.

(Please also see clauses 3.14, 3.15 and 3.16 for consequences of late return of the Vehicle and clause 5.4 for charges payable at the end of the Rental Period.)

10.2 If You return the Vehicle to a Sixt rental station different to the Return Location shown in the Rental Details Document, We may charge You a One Way Fee as described in clause 5.5(i).

10.3 If You return the Vehicle:

(a) to an Unmanned Location (without Our prior consent);
(b) outside of the rental station's operating hours; or
(c) to any place other than a Sixt rental station;

the Vehicle shall not be considered returned until the location is next attended by Sixt staff and We have had an opportunity to inspect the Vehicle. Until this time, We will continue to charge You the Rental Charges and You remain responsible for all Damage that occurs for any reason until such time as the Vehicle is deemed returned.

Inspection

10.4 After return of the Vehicle We will carry out a post rental inspection. Please allow extra time after return of the Vehicle to complete the inspection with Our staff. Where the Vehicle is excessively dirty, the inspection may need to occur after cleaning is complete.

10.5 If You are not able to wait for the inspection to occur, leave the rental station before the inspection or return the Vehicle after hours, the inspection of the Vehicle will occur in Your absence. In this case We will use Our best endeavours to confirm the condition of the Vehicle with You within 4 working hours of the conduct of inspection where Damage is detected.

Vehicle Condition and Cleaning

10.6 If upon return the Vehicle requires cleaning exceeding fair wear and use (for example as a result of food, drink and other stains and marks, animal fur, mud, dirt, sand, smoke or tobacco product damage) a cleaning fee will apply to recover the additional cleaning costs incurred by Us. If we use a third party or if We clean the Vehicle then an amount for our reasonable estimate of costs. The amount of the cleaning fee will depend on the extent of cleaning required.

10.7 If upon return the Vehicle or any accessory or equipment supplied is otherwise not in the same condition it was supplied in (subject to reasonable wear and tear) We may charge You for and You must pay all other reasonable costs required to return the Vehicle and any equipment supplied to the same condition it was in at the commencement of the rental.

10.8 Vehicles must not be driven through an automatic car wash. Damage that occurs from driving a Vehicle through an automatic car wash is not subject to the otherwise applicable DRF or covered by any Additional Damage Protection, and You will be liable for all costs associated with damage caused.

Release of Security Deposit

10.9 Where a hold has been placed on your Charge Card as a Security Deposit, any additional charges due under the Rental Agreement upon return of the Vehicle will be processed against this pre-preauthorisation. Any excess amount of Security Deposit after such charges have been processed will be released.

10.10 Please note that it may take several business days for Your financial institution to process the release of the Security Deposit and that the amount of time this will take is not within Sixt's control.

11 OUR RESPONSIBILITIES

Vehicle Quality

11.1 We are responsible for ensuring that during the Rental Period the Vehicle provided is of acceptable quality and in good working order.

Vehicle Repair or Replacement

11.2 If the Vehicle breaks down during the Rental Period through no fault of the driver or a third party, We will recover and repair the Vehicle as soon as possible. If the Vehicle cannot be repaired We will use Our best endeavours to provide a replacement Vehicle of an equivalent size and standard to the previous Vehicle for the remainder of the Rental Period.

11.3 We reserve the right not to repair or replace the Vehicle where:

(a) it is involved in a major Accident or there has been major Damage,
(b) the cause of the relevant Vehicle breakdown or fault is a breach of the Rental Agreement; or
(c) the Vehicle requires replacement due to Damage, loss or theft of the Vehicle that was caused by a breach of the Rental Agreement.

In this event, the rental shall be terminated and the Rental Period shall be at an end.

11.4 In the event We authorise You to allow someone to undertake repairs to the Vehicle or salvage or towing of the Vehicle and We agree to reimburse such costs, We will do so strictly in accordance with clause 8.13.

Roadside Assistance

11.5 During the Rental Period, free roadside assistance is provided for mechanical faults in the Vehicle but fees and charges apply for driver induced errors and faults.

11.6 Examples of driver induced errors and faults where roadside assistance fees and charges apply are:

(a) a flat battery (and not due to mechanical fault);
(b) lost keys, keyless start, Vehicle key card or remote control device;
(c) the key, keyless start, Vehicle key card or remote control device has been locked in the Vehicle;
(d) changing a wheel as the result of a flat tyre; or
(e) running out of fuel or in the case of an electric vehicle, running out of charge.

11.7 If You have purchased Roadside Protection (available at select Hiring Locations only) then during the Rental Period or any shorter period that Roadside Protection has been paid for, no additional charges will apply for the following roadside assistance:

(a) where the Vehicle has run out of fuel, provision of sufficient fuel to allow the Vehicle to be driven to the nearest service station or providing a Vehicle tow to the nearest service station when providing sufficient fuel is not possible or practical;
(b) where an electric Vehicle has run out of charge, providing a Vehicle tow to the nearest charging station;
(c) unlocking the Vehicle when the keys, keyless start or remote control device has been locked in the Vehicle;
(d) changing a wheel as the result of a flat tyre (however You will be still be liable for the cost of the replacement wheel or tyre in accordance with clause 14 unless the wheel or tyre was damaged due to an inherent mechanical fault or fair wear and tear or unless you have purchased Additional Damage Protection which expressly includes tyre protection);
(e) starting the Vehicle if the battery is flat because the headlights or interior lights or the air-conditioning, entertainment system or other electrical equipment has been left operating when the engine is not running or, in the case of an electric vehicle, providing a tow to the nearest charging station;
(f) replacement of a battery which has failed as a result of the headlights or interior lights or the air-conditioning, entertainment system or other electrical equipment being left operating when the engine is not running or, in the case of an electric vehicle, providing a tow to the nearest charging station; and
(g) towing, as a result of something You, or the Additional Driver has done to, or caused to the Vehicle (except in the event of an Accident or where the Vehicle needs to be towed due to a breach of the Rental Agreement);

except in the circumstances described in clause 11.8.

11.8 Sixt reserves the right to refuse to provide roadside assistance, or charge its actual costs for providing roadside assistance when the Vehicle is in an area that is a restricted area in breach of section 9 or it is otherwise unsafe to do so.

12 ACCIDENT, DAMAGE, LOSS OR THEFT OF VEHICLE

12.1 This section 12 describes what You must do if there is an Incident. Your liability for the cost of any Damage to or theft or loss of the Vehicle is dealt with in sections 13, 14 and 15.

When to Notify the Police

12.2 You must notify the police immediately if there is an Accident or other Incident where:
(a) a person is injured;
(b) the other party failed to stop or exchange details;
(c) the Vehicle or any other vehicle is towed;
(d) any driver involved appears to be under the influence of drugs or alcohol;
(e) the Accident or Incident is required to be notified to the police under applicable legislation;
(f) theft of the Vehicle is discovered; or
(g) We instruct to do so.

What to do if there is an Accident

12.3 In the event of an Accident You need to:
(a) make the Vehicle secure;
(b) notify the Police in the circumstance described in clause 12.2 and remain at the scene until police attend;
(c) get the details of all persons involved in the accident, (including names, phone numbers, email addresses, mailing addresses and third party insurance details) and record the registration of any vehicles involved;
(d) get the names and contact details of any witnesses;
(e) do not admit liability or make or give any offer, promise of payment, settlement, waiver, release or indemnity unless We have given You written consent;
(f) notify Us in accordance with clause 12.4.

You must notify Us and provide assistance

12.4 if there is an Incident, You **must:**
(a) **notify Us** (by contacting the Hiring Location) as soon as possible after the Accident, Damage or other Incident and **no later than 24 hours after it occurs** `unless there are circumstances under which it is impractical or impossible for You to contact Us within 24 hours, and You can produce documented evidence of those circumstances on Our request – Important - if You do not do so, You will not have the benefit of any reduced liability We offer under section 13 and You will be liable for all damage costs in accordance with clause 14.2(i)**;**
(b) provide full details of the Accident, Damage or other Incident by completing an **Incident Report Form,** which We will supply to You, and you must return the completed Incident Report Form **no later than 7 days after it receipt from us** unless there are circumstances under which it is impractical or impossible for You to complete the Incident Report Form with 7 days, and You can produce documented evidence of those circumstances on Our request – Important - if You do not complete the **Incident Report Form in the required timeframe**, **You may not have the benefit of any reduced liability** We offer under section 13 and You may be liable for all damage costs in accordance with clause 14.2(i)**;**
(c) supply Us with any information concerning the driver of the Vehicle and You must allow Us direct access to the driver of the Vehicle and You must fully cooperate in allowing Us to gain such access;
(d) **complete and provide all other documentation and details** that We require, including but not limited to the details of any driver involved and any police report or police report number and forward any third party correspondence or court documents to Us within 7 days of receipt; and
(e) **remain in contact with Us** and provide assistance with the investigation of any Accidents or other Incidents and attend any court proceedings related to Your Rental Agreement as reasonably requested by Us, until We notify You that Your assistance is no longer required.

Claims

12.5 In relation to any instance of Damage, You must:
(a) permit and assist Us to bring, defend, enforce or settle any legal proceedings against a third party, including attending at a lawyer's office and/or court; and
(b) allow Us to claim in Your name under any applicable substitute vehicle insurance, and do everything that may be required to assist Us in making such a claim.

13 DAMAGE PROTECTION AND PAYMENT OF DRF/SVAF

Loss Damage Waiver

13.1 Your liability (or that of the Sixt Charge Account Holder) in relation to any single instance of Damage, loss of the Vehicle or theft of the Vehicle will be limited to any DRF and SVAF payable under this section 13, except in the circumstances described in sections 14 (Exclusions to Damage Protection) and 15 (Customer Own Insurance). This section 13 should at all times be read as subject to section 14 and 15 of these Terms and Conditions.

What You must pay us for Damage

13.2 Each time there is Damage or theft or loss of the Vehicle, You will be responsible for and must pay the Damage Costs described in clause 13.10 as reasonably assessed by Us, up to a total of the amount of:
(a) the Damage Recovery Fee (DRF) as specified in the Rental Details Document or otherwise notified to you at the time of entry into the Rental Agreement; or
(b) where the Damage occurred in a Single Vehicle Accident and Your Rental Details Document specifies that a Single Vehicle Accident Fee (SVAF) applies, the total of the Damage Recovery Fee amount and the Single Vehicle Accident Fee amount each as specified in the Rental Details Document;

except in the circumstances described in sections 14 or 15 of these Terms and Conditions in which case You will be responsible for all Damage Costs as described in those sections.

13.3 You may be required to pay the DRF and or the SVAF more than once if more than one instance of Damage or loss or theft of the Vehicle occurs.

13.4 If You have purchased Additional Damage Protection, the amount of the DRF payable will be reduced from the standard rate applicable to a reduced rate (except as specified in clause 9.2 dealing with travel in areas subject to seasonal road conditions).

13.5 There are also circumstances in which We will not charge You the DRF or SVAF which are described in clause 13.9.

How DRF and SVAF will be charged

13.6 Prior to assessing the Damage Costs payable in relation to any instance of Damage or loss or theft of the Vehicle, We may inspect the Vehicle and consider any claims received, make a reasonable estimate of the Damage Costs and charge You as follows:

(a) if Our estimate of the Damage Costs is less than the total of the DRF and (if it applies) the SVAF, We may charge You Our estimate of the Damage Costs; and

(b) if We reasonably estimate that the Damage Costs will exceed the total of the DRF and (if it applies) the SVAF, We may charge You the total of the DRF and (if it applies) SVAF.

13.7 Once Damage Costs have been assessed, We will charge You the amount assessed up to the total of the DRF and (if it applies) the SVAF. If We have already charged You an amount based on Our estimate of Damage Costs in accordance with clause 13.6, We will make the following adjustments:

(a) if the Damage Costs as assessed are greater than the amount of estimated Damage Costs charged, We will charge You the difference, but ensuring the total amount charged in relation to that instance of Damage, theft or loss of the Vehicle does not exceed the total of the DRF and any applicable SVAF amount; and

(b) if the Damage Costs as assessed are less than the amount of estimated Damage Costs charged, We will refund You the difference,

and will provide a tax invoice for the damage charges.

13.8 Where We subsequently recover all or a portion of the Damage Costs from a responsible third party or their insurer, or successfully defend any third party loss such that the Damage Costs We actually suffer become less than the total amount of DRF and SVAF paid, We will refund You the excess, however in this event We may retain an additional amount to cover the reasonable administrative, collection or legal costs incurred in connection with such recovery or defence, which may include but is not limited to the Claims Handling Fee.

When we will not charge the DRF and SVAF

13.9 We will not charge You the DRF or SVAF in relation to an Accident where acting reasonably We determine that You were not at fault and:

(a) You are ordinarily an Australian resident;
(b) You hold a valid Australian drivers licence;
(c) You have completed Our Incident Report Form, within the timeframe set out in clause 12.4(b) to the extent possible and relevant and have included:
  (i) the name, residential address, contact phone and licence number of any person involved (**Third Party**);
  (ii) the registration numbers of all vehicles involved;
  (iii) an accurate written and diagrammatic description of the Accident and location; and
  (iv) the names of attending police officers and the stations at which they are based, and a copy of any police report; and
(d) We have received an admission of fault from the Third Party's insurer; provided that

if there is no Third Party Insurer and the Third Party has admitted fault then we will charge you a reasonable estimate of Your liability for the loss up to the limit of the applicable DRF and We will reimburse You via your nominated credit card within 14 days of when we receive payments from the Third Party for the loss.

For the avoidance of doubt, and without limitation, the Customer will considered at fault in circumstances where the Customer has breached clause 8 and/or 9 of these Terms and Conditions.

What are Damage Costs?

13.10 **Damage Costs** means:

(c) the cost of repair or replacement of the Vehicle or any part of the Vehicle (including key, keyless start, Vehicle access card, remote control device or other accessory);
(d) the cost of repair or replacement of any equipment provided with the Vehicle;
(e) towing and salvage fees;
(f) storage, repossession and recovery costs actually and reasonably incurred including fees for the release of the Vehicle from compounds;
(g) costs of any other property loss or damage caused by You in an Accident;
(h) **Assessing Fees**, being fees incurred by us to have any Damage assessed to determine repair cost using any third party assessor, which vary based on the extent of the relevant Damage;
(i) **Loss of Use Fee,** being a fee calculated at 75% of the daily base rate shown in the Rental Details Document charged daily for the number of days the Vehicle is unable to be utilised by Us while We are waiting for repairs to be completed or (in the event it is a write-off or has been impounded, lost or stolen) while We are waiting for it to be recovered or replaced, or while We are waiting on keys, keyless start or remote control device to be replaced; and
(j) **Claims Handling Fee,** being a fee charged for handling Your claim and for making arrangements for repairs, towing and other administrative tasks associated with Damage or loss or theft of the Vehicle, ranging from $75 (plus GST) to $250 (plus GST) depending on the value of each claim.

Sixt Charge Account

13.11 If We have an agreement with a Sixt Charge Account holder for Damage Costs under this Rental Agreement to be charged to the Sixt Charge Account, all charges expressed in this Section 13 as being charged to, payable by or refunded to You will instead be charged to, payable by and refunded to the Sixt Charge Account holder.

14 EXCLUSIONS TO DAMAGE PROTECTION

Damage not covered by the Section 12 Damage Waiver

14.1 Whether or not You have purchased Additional Damage Protection or paid the Damage Recovery Fee or Single Vehicle Accident Fee, You are fully responsible for all Damage Costs, and You must pay and **We will charge You for all Our Damage Costs** in relation to any Damage or loss or theft of the Vehicle **caused**:

(a) by a **breach of clauses 8.9 or 8.10** of these Terms and Conditions, other than subclause 8.10(r) (no commercial use);
(b) **intentionally, deliberately or recklessly** by You, any Authorised Driver, any unauthorised driver or any passenger of the Vehicle;
(c) by total or partial inundation, intrusion or immersion of the Vehicle in **water** or exposure of the Vehicle to salt water;
(d) by use of the **incorrect fuel type, or by putting anything other than the correct fuel type in the fuel tank**;
(e) to the Vehicle with a **convertible roof** by overfilling the luggage compartment above the recommended level, and then activating the convertible roof mechanism;
(f) by Your failure to observe any **warning indicators** that may appear in the Vehicle. If You are unsure as to what a warning indicator is telling You to do, You must contact the Hiring Location as soon as possible for advice on further action;
(g) as a result of You **attaching any equipment** to the Vehicle, or using that equipment, including, but not limited to roof racks, bike racks, snow chains, trailers. tailgate lifters, ramps and any associated equipment;

(h) as a result of any **towing**, **Vehicle repairs or modifications**, carried out without Our prior approval;
(i) by incorrect use or failure to use AdBlue, or by filling the Vehicle's AdBlue tank with any alternative product; or
(j) damage or mechanical failure caused as a result of Your **failure to promptly clean** any component of the Vehicle of mud, dirt and dust, when using the Vehicle for mining, civil or construction projects or environments, or in other remote areas; and
(k) by installation or use of a toll tag in the Vehicle.

14.2 Additionally, whether or not You have purchased Additional Damage Protection or paid the Damage Recovery Fee or Single Vehicle Accident Fee, You are fully responsible for all Damage Costs, and You must pay and **We will charge You for all Our Damage Costs** in relation to:

(a) Damage to the Vehicle's **windscreen, side windows, rear-window, overhead glazing, mirror glass, or tyres** (unless such damage was accidental and You have purchased Additional Damage Protection that expressly includes windscreen, side windows, rear-window, overhead glazing, mirror glass, and tyres);
(b) Damage to the **interior of the Vehicle** (unless such damage was accidental and You have purchased Additional Damage Protection that expressly includes interior protection);
(c) Damage to the Vehicle's **wheels**;
(d) **Overhead Damage, Pantech and Box Damageor Underbody Damage**;
(e) Damage to or loss or theft of any **accessories or equipment** supplied by Us including, but not limited to child restraints, strollers, GPS units, lost keys, keyless start, Vehicle key card and remote control devices, tailgate lifters or ramps;
(f) Damage due directly to **hail or lightning** strikes, (unless You have purchased Additional Damage Protection that expressly includes panel and body, windscreen, rear window, overhead glazing and interior protection);
(g) Damage or loss of the Vehicle due to use of the Vehicle in an area or in a way that is **prohibited** under Section 9 of these Terms and Conditions, other than subclause 9.1 (state borders) or subclause 9.1(r) (Aboriginal land);
(h) Damage or loss of the Vehicle occurring while the Vehicle was being transported by **ferry or ship**;
(i) any Damage or loss or theft of the Vehicle that is **not notified** to us within 24 hours in accordance with clause 12.4(a);
(j) Damage occurring in any Accident where the driver was under the influence of **drugs or alcohol** in breach of clause 8.10(b) or where the driver subsequently failed to undergo a drug or alcohol assessment in breach of clause 8.10(c);
(k) Damage occurring while the Vehicle is being driven by a driver that is not an Authorised Driver licensed in accordance with clause 8.2(b); and Damage occurring as a result of an Accident where You or the driver of the Vehicle does not notify the police as required under clause 12.2 or leaves the scene of the Accident prior to the police attending.

Failure to return the Vehicle

14.3 If You fail to return the Vehicle and We report the Vehicle as stolen in accordance with clause 3.16 , You are responsible for all Damage Costs and any other costs We incur in connection with the loss of or recovery of the Vehicle, and We may charge You the following amounts:

(a) all Damage Costs (as set out in clause 13.10) including without limitation the replacement value of the Vehicle and any accessory or equipment and Loss of Use Fees;
(b) Our reasonable costs involved in recovering or attempting to recover the Vehicle which may exceed the Claims Handling Fee, including Our internal costs and any legal costs; and
(c) where the Vehicle is recovered and there is damage to the Vehicle, Damage Costs in relation to such damage.

14.4 If We have charged You the replacement value of the Vehicle and the Vehicle is subsequently returned or recovered, We will refund this amount less other Damage Costs We sustain (such as costs with respect to damage to the Vehicle, or loss or damage to an accessory or equipment).

Towing or Salvage costs

14.5 If the Vehicle requires towing or salvage because of something that You or another driver or passenger has done or caused to be done to the Vehicle, You are responsible for, must pay and We will charge You for all towing or salvage costs We incur unless clause 11.7 (which applies when Roadside Protection has been purchased) states otherwise.

Your property

14.6 You are responsible for all property owned by You or any other driver or passenger. Sixt is not responsible to You or any other person in relation to property that is stolen from the Vehicle, lost or damaged prior to return of the Vehicle or left in the Vehicle after the Vehicle is returned to the Sixt rental station.

Sixt Charge Account

14.7 If We have an agreement with a Sixt Charge Account holder for Damage Costs under this Rental Agreement to be charged to the Sixt Charge Account, all charges expressed in this Section 14 as being charged to, payable by or refunded to You will instead be charged to, payable by and refunded to the Sixt Charge Account holder.

15 CUSTOMER OWN INSURANCE

15.1 If Your Rental Details Document records that Your rental is for Customer Own Insurance or if a Corporate Services Agreement is in place **which provides** that no damage protection applies and that the customer is liable for all loss and damage in relation to the rental (**Customer Own Insurance**), You (or in the event Customer Own insurance is specified in a Corporate Services Agreement, the relevant corporate account holder):

(a) are responsible for all Damage and loss or theft of the Vehicle and must pay in full all Our Damage Costs which will be charged to Your Charge Card or Sixt Charge Account;
(b) must indemnify Us for Damage Costs resulting from Damage or loss or theft of the Vehicle occurring for any reason during the Rental Period or any subsequent period during which the Vehicle is not returned to a Sixt rental station and any third party demand, claim, including a claim for legal costs, action or proceeding made, arising therefrom; and
(c) must ensure You hold for the duration of Your rental an insurance policy covering Your liability under this clause and provide Us a copy of and certificate of currency for the policy or the policy wording upon request.

16 TERMINATION OF THE RENTAL

Termination of the Rental

16.1 We may terminate the rental in the event of:

(a) a breach of the Rental Agreement that causes Damage or loss of or theft of the Vehicle or that has put the Vehicle at immediate threat of loss or Damage;
(b) a reckless breach of road or traffic legislation;
(c) a breach of section 9 of these Terms and Conditions; or
(d) the Vehicle being involved in a major Accident or where there has been major Damage;

and in accordance with clause 5.25.

16.2 If the rental is terminated as described in clause 16.1:

(a) the Rental Period shall be at an end and You must immediately return the Vehicle;
(b) We may also take immediate possession of the Vehicle, and for this purpose You give Us permission to access and enter Your premises to repossess the Vehicle without using unreasonable force or causing damage;
(c) You must pay and We may charge You all amounts due under the Rental Agreement including all amount listed in clause 5.4 and any charges related to overdue payments as listed in clause 5.25; and
(d) the Rental Agreement and all Our rights under the Rental Agreement shall otherwise remain in full force and effect.

17 TELEMATICS AND TRACKING

17.1 We may use telematics technology (including GPS tracking) in the Vehicle. By hiring a Sixt Vehicle You expressly consent to telematics technology being used in the Vehicle during the Rental Period and any subsequent period until the Vehicle is returned.

17.2 In the event that telematics technology is fitted in the Vehicle, We may receive Telematics Data concerning Your use of the Vehicle and may evaluate, analyse and use such data or issue commands to the Vehicle both during and after the Rental Period for the purposes of:

(a) monitoring Your compliance with or enforcing the terms of the Rental Agreement;
(b) calculating or verifying the Rental Charges applicable to Your rental;
(c) locking or unlocking the Vehicle for the purposes of facilitating Your rental;
(d) locating, securing or immobilising the Vehicle in the event it is lost or stolen or we suspect that the Vehicle is lost or stolen or You fail to return the Vehicle at the check in time applicable to the rental; and
(e) assisting law enforcement or regulatory bodies with any investigation, including through disclosure of Telematics Data to such bodies.

18 PRIVACY POLICY

18.1 Our Privacy Policy (**located at www.sixt.com.au/privacy**) sets out how and for what purpose We collect, use, store and disclose personal information.

18.2 By entering into the Rental Agreement and by providing Us personal information You represent and We proceed on the basis that You have read and agree to the terms of Our Privacy Policy and consent to Your personal information being collected, used and disclosed for the purposes and in the manner described in the Privacy Policy.

18.3 Without limiting anything in these Terms and Conditions or the Privacy Policy You agree that:

(a) if the Vehicle incurs a toll during the Rental Period or any subsequent period in which the Vehicle has not been returned We may disclose Your personal information including the details of any Charge Card provided for payment of Rental Fees to Linkt;
(b) if We receive an infringement notice or fine We may disclose Your personal information to the authority imposing the infringement notice or fine;
(c) if You default in the payment of any moneys owed to Us under the Rental Agreement, We may 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;
(d) We may also provide Your information to a debt collection agency where any amounts owed under the Rental Agreement are overdue;
(e) We may provide Your information to a third party where it is reasonably necessary for the establishment, exercise or defence of a legal or equitable claim, including anticipated legal proceedings; and
(f) We may disclose Your personal information to banks or debit and credit card providers to verify any transactions or if You dispute any transaction.

19 OUR LIABILITY

19.1 Unless otherwise expressly stated, to the extent permitted by law, Our liability in connection with this Rental Agreement and any law (including in relation to breach of any consumer warranty) is limited at Your election to the replacement, repair, or re-supply of the Vehicle for the remainder of the Rental Period or reimbursement of Your Rental Charges.

19.2 Subject to clause 18.3 unless We are negligent or, have breached our obligations under these Terms and Conditions, or as required by law, We will not be responsible for any loss (including loss of profits), damage, costs or expenses which You or an Authorised Driver incur, or death or personal injury to You or any other person as a result of Your rental of the Vehicle.

19.3 We are only responsible for any direct loss that You suffer as a result of Our breach of the Rental Agreement. We are not responsible for missed flights, disrupted travel or holiday plans, loss of enjoyment or opportunity, indirect or consequential loss.

19.4 In accordance with clause 14.6 We are not responsible for any of Your property left in the Vehicle or damaged during Your rental.

20 DISPUTE RESOLUTION

20.1 If You believe there has been an error in Your account or if You have any complaint, Our staff at the Hiring Location will help You in every way they can to rectify the error or resolve the complaint. If they are unable to assist You or if Your concerns are not resolved to Your satisfaction You may refer the matter to Our Customer Relations Team to investigate and address Your concerns within 5 business days of receipt.

20.2 Referrals to Our Customer Relations Team can be made via the following:

Post: Customer Relations Manager
Sixt Australia
PO Box 1026
STRATHFIELD NSW 2135
Phone: 1300 284 752 or +61 2 8337 2700
Email: customerservice@sixt.com.au

21 GENERAL

21.1 Nothing in the Rental Agreement excludes, restricts or modifies Your rights under the Australian Consumer Law or other applicable consumer protection legislation.

21.2 The laws of the state in which the Hiring Location is situated govern the Rental Agreement.

21.3 We may register Our interest in the Vehicle on the Personal Properties Securities Register. You agree, to the extent permitted by law, We do not need to notify You if We make, or change, such a registration.

21.4 In the event of any inconsistencies between the terms of the booking and these Terms and Conditions, these Terms and Conditions will prevail.

21.5 If Your rental is under a Sixt corporate account, these Terms and Conditions must be read subject to the relevant Corporate Services Agreement.

21.6 In the event this Rental Agreement is terminated under law, the Rental Period shall be at an end however all rights accrued under the rental agreement shall not be prejudiced and the following sections shall remain in full force and effect section 1, section 3, Section 5, Section 6, Section 7, Section 8, Section 9, Section 11, Section 12, Section 13, Section 14, Section 15, Section 16, Section 17, Section 18, Section 19 and Section 20.

Linkt Terms and Conditions

Tollaust Pty. Limited (ACN 050 538 693), trading as Linkt (***Linkt***), through Sixt as Linkt's agent, offers the Linkt Rental Product to You on the Linkt Terms and Conditions. By signing the Rental Agreement, You accept and agree to be bound by these Linkt Terms and Conditions.

Part A: General

1 Interpretation

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

(a) a reference to these Linkt Terms and Conditions includes any variation to it;

(b) the singular includes the plural and the plural includes the singular;

(c) a gender includes all genders;

(d) a reference to a person includes a firm, a body corporate, an unincorporated association or an authority;

(e) an obligation imposed on two or more parties binds them jointly and severally;

(f) a reference to a time or date is a reference to that time or date in Melbourne, Australia;

(g) any reference to dollars and $ is to Australian currency;

(h) a provision of these Linkt Terms and Conditions must not be interpreted against Linkt just because Linkt prepared these Linkt Terms and Conditions;

(i) a reference to any legislation or subordinate legislation includes any modifications or changes;

(j) headings in these Linkt Terms and Conditions have been inserted for convenience and do not affect the interpretation of these Linkt Terms and Conditions; and

(k) a reference to a clause or a part is a reference to a clause or a part of these Linkt Terms and Conditions.

2 Creation of Linkt Rental Account

If you are a Consumer Customer and your Vehicle incurs a Toll, Linkt will create a Linkt Rental Account for You in connection with Your use of the Vehicle on Toll Roads as agreed under the Rental Agreement, unless You have set up your own valid alterative tolling arrangement (such as bringing your own electronic tolling tag) before You travel on a Toll Road and the Toll costs have been charged to that alternative tolling arrangement by the relevant Toll Road operator.

3 Your Linkt Rental Product

(a) The Linkt Rental Product is provided by Linkt to enable the payment of Tolls and Fees relating to Your Trips using Your Vehicle in accordance with these Linkt Terms and Conditions.

(b) You remain responsible at all times for the acts and omissions of any Authorised Driver and any other person using the Vehicle, including for any Tolls and Fees they incur.

4 When You should contact Linkt

(a) Any questions regarding Tolls or Fees should first be referred to Linkt.

(b) You should contact Linkt using the contact details set out in Part D of these Linkt Terms and Conditions as soon as possible if:

(i) You change Your email or Your mobile phone number; or

(ii) You become aware of anything that may or will affect any payment described in these Linkt Terms and Conditions.

5 Tolls and Fees payable

(a) This clause 5 applies only to Consumer Customers.

(b) You must pay the following to Linkt:

(i) all Tolls incurred in accordance with clause 6;

(ii) the Rental Service Fee; and

(iii) any other costs reasonably incurred by Linkt in enforcing its rights under these Linkt Terms and Conditions, including any reasonable fees or charges imposed by a third party on Linkt where You have refused or failed to pay any amount under these Linkt Terms and Conditions.

(iv) If You fail to pay any Tolls or Fees as required by these Linkt Terms and Conditions: Linkt may refer that failure to a Credit Reporting Agency or to Sixt who may charge You reasonable additional fees or charges; and/or

(v) Linkt may suspend or cancel the Linkt Rental Account and the provision of the Linkt Rental Product to You.

Linkt will not be required to refund to You any reasonable additional fees or charges described in clauses 6 and this clause 5(b)(iv) that are charged to You by a Credit Reporting Agency or Sixt.

6 Payment Charges to Your Linkt Rental Account

(a) If you are a Consumer Customer, all Tolls and Fees incurred in connection with any Trips undertaken by the Vehicles will be charged to Your Linkt Rental Account. For the avoidance of doubt, payment by cash is not an acceptable payment method.

(b) If You are Personnel of a Commercial Customer renting the Vehicle under the Commercial Customer's Sixt corporate account that is linked to the Commercial Customer's Linkt Rental Account, all Tolls and Fees incurred in connection with any Trips undertaken by Vehicles will be charged to the Linkt Rental Account held by the relevant Commercial Customer.

(c) You warrant and represent that You are authorised to have any Tolls and Fees that are incurred in connection with any Trips undertaken by Vehicles charged to the relevant Linkt Rental Account.

6.2 Payment by Nominated Card

(a) This clause 6.2 applies only to Consumer Customers.

(b) If You are using a Nominated Card to pay for the rental of a Vehicle or have otherwise provided a Nominated Card for the payment of Tolls and Fees, You:

(i) agree that Sixt may disclose to Linkt, and you authorise Linkt to receive, all details of your Nominated Card that are required for Linkt to process Your payment of all Tolls and Fees and to otherwise pay all outstanding balances on Your Account;

(ii) warrant and represent to Linkt that You are authorised to use the Nominated Card to meet Your payment obligations under these Linkt Terms and Conditions; and

(iii) authorise Linkt to debit amounts from, or credit funds to, the Nominated Card in respect of Tolls and Fees and other amounts payable to, or from, Linkt under these Linkt Terms and Conditions.

(c) Linkt will debit Tolls and Fees and other amounts payable to, or from, Linkt under these Linkt Terms and Conditions.

(d) You must immediately provide Linkt with details for an alternative Nominated Card, which can be used to meet Your obligations under these Linkt Terms and Conditions, and an authority for Linkt to debit the alternative Nominated Card, if:

(i) the existing Nominated Card is cancelled, suspended or is otherwise not useable; or

(ii) the existing Nominated Card Holder cancels Your authorisation to use the existing Nominated Card.

6.3 Recovery of payments

(a) This clause 6.3 applies only to Consumer Customers.

(b) You acknowledge and agree that Tolls and Fees incurred by Vehicles for Trips on Toll Roads are a debt due and payable by You to Linkt.

(c) If You:

(i) have provided a Nominated Card for the payment of Tolls and Fees under clause 6.2; and

(ii) You do not pay the amount of those Tolls and Fees in full by the relevant Payment Date,

then Linkt may contact You using the details provided to it by Sixt to seek payment of the overdue Tolls and Fees. If You do not pay such overdue Tolls and Fees within 33 days after the date on which Linkt first contacted You in accordance with this clause 6.3(c), Your liability to pay these overdue Tolls and Fees will be transferred to Sixt and Sixt (or a third party acting on Sixt's behalf) may contact You directly to obtain payment of these overdue Tolls and Fees.

7 Errors in charging Tolls and Fees

(a) This clause 7 applies only to Consumer Customers.

(b) If Linkt incorrectly credits You an amount in connection with the Linkt Rental Account, Linkt may recover that amount from You provided that Linkt has given You 10 days prior written notice of its intention to do so.

(c) Linkt will promptly apply any credit due to You in connection with Your Linkt Rental Account by such method as Linkt may reasonably choose.

8 Linkt Rental Account Statement

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

9 What to do if a Vehicle or its number plates are stolen

(a) You must immediately inform Sixt if:

(i) a Vehicle is stolen; or

(ii) one or both number plates for a Vehicle are stolen.

(b) If:

(i) a Trip is undertaken by a Vehicle while stolen; or

(ii) a Trip is undertaken by a vehicle fitted with one or both number plates that have been stolen from a Vehicle; and

(iii) Tolls and Fees are charged to a Linkt Rental Account in connection with a Trip referred to in clause 9(b)(i) or 9(b)(ii) (as applicable),

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

10 GST

(a) Unless otherwise indicated, all Tolls and Fees are inclusive of GST.

(b) If GST is stated as not to be inclusive, You are liable for any GST payable in accordance with applicable law.

11 Liability

To the maximum extent permitted by law, Linkt is not liable (whether in agreement, tort, under statute or otherwise) for any loss (including consequential loss or loss of profit), damage or expense that You or any other person incurs arising directly or indirectly from the use of any Toll Road, the use of the Linkt Rental Product or the use of Your Personal Information by Linkt as contemplated under these Linkt Terms and Conditions.

12 Consent to use and disclose information

(a) You consent to Linkt using or disclosing any information (including personal information) that You provide to Linkt (or which Sixt provides to Linkt, or which Linkt otherwise obtains) only for the purposes contemplated by these Linkt Terms and Conditions (including the exercise of any rights or the performance of any obligations under these Linkt Terms and Conditions) as detailed in Linkt's Privacy Policy (available at www.linkt.com.au/legal/policies/transurban-privacy-policy) or the Linkt Privacy and Credit Reporting Disclosures and Consents document attached at Part B of these Linkt Terms and Conditions.

(b) If you are a Consumer Customer, You consent to any information (including Personal Information) about Your Linkt Rental Account, and any information You provide to Linkt, being disclosed by Linkt to credit reporting bodies, to debt collection agencies or Sixt for the Permitted Purpose (including, but not limited to, in circumstances where You are in payment default).

(c) If you are Personnel, You consent to any information (including Personal Information) about the Linkt Rental Account, and any information You or the Commercial Customer provide to Linkt, being disclosed by Linkt to:

(i) credit reporting bodies to enable Linkt to ascertain Your credit rating only, following the date on which Your Linkt Rental Account is opened or at any time thereafter while Your Linkt Rental Product remains open;

(ii) Sixt, including without limitation personal information including the first name and surname of the Personnel, or to the Commercial Customer, including for reporting purposes in relation to a Linkt Rental Account; or

(iii) credit reporting bodies and to debt collection agencies or Sixt where the Commercial Customer is in payment default.

(d) Linkt's Credit Reporting Policy can be found at www.linkt.com.au/legal/policies/transurban-credit-reporting-policy or You can contact Linkt using the contact details set out in Part D of these Linkt Terms and Conditions to obtain a copy.

(e) You consent to Linkt disclosing any information that is required by law (including by legislation or court order, and including to Sixt).

(f) You consent to Linkt disclosing to Toll Road operators (and the operator's preferred toll service provider) and any State Roads Authority any information (including personal information) required for Toll collection or enforcement.

13 Complaints, questions and disputes

(a) If You have a dispute or wish to make a complaint about the Linkt Rental Product, a payment or an amount charged, refunded or not refunded to a Linkt Rental Account, You should contact Linkt. A customer service officer will provide a response with reasons as soon as possible.

(b) If You believe that Your dispute or complaint has not been properly addressed, You have the right to have the issue reviewed by Linkt's Customer Resolutions Team.

(c) If You are not satisfied with the response, You may take Your complaint to the Tolling Customer Ombudsman.

(d) Unless You tell Linkt that You disagree with your Account Balance within 60 days of receipt of any invoice, You will not be entitled to dispute the Account Balance recorded on the invoice. Where You dispute Your Account Balance, until that dispute is resolved You must continue to comply with these Linkt Terms and Conditions as if the Account Balance recorded on the invoice was correct.

(e) Where You dispute Your Account Balance, Linkt may (at its discretion):

(i) refund to Your Linkt Rental Account all or part of the disputed amount; or

(ii) make other arrangements reasonably necessary to allow for the continued operation of Your Linkt Rental Account, until the dispute is resolved.

(f) The relevant contact details for Linkt, Linkt's Customer Resolutions Team and the Tolling Customer Ombudsman are each set out in Part D of these Linkt Terms and Conditions.

14 Suspension or Termination

(a) Linkt may suspend processing Trips by any or all Vehicles on the Linkt Rental Account if:

(i) Linkt is advised by Sixt to suspend or close the Linkt Rental Account;

(ii) You become bankrupt or appear likely to become bankrupt;

(iii) the Commercial Customer who has permitted You (as Personnel) to use the Vehicle in accordance with the Linkt Terms and Conditions is a company and:

(A) it becomes insolvent (that is, not able to pay all its debts as and when they become due and payable) or has a receiver, manager, administrator or liquidator appointed, or appear likely to do so;

(B) its shareholders pass a resolution for winding up;

(C) an application is made for winding up the company, which is not dismissed or withdrawn within 30 Business Days and which results in an order being made for the company's winding up; or

(D) it enters into an arrangement, composition or compromise with any creditors;

(iv) Linkt considers that a material adverse change has occurred in Your credit rating;

(v) Linkt is required to do so by law; or

(vi) for any other reason (including breach of these Linkt Terms and Conditions by You) where Linkt reasonably considers suspension or cancellation of the processing of any or all Trips on the Linkt Rental Account is necessary.

(b) Linkt may also suspend or cancel the Linkt Rental Account if:

(i) Linkt reasonably believes that the Linkt Rental Account or any payment card linked to the Linkt Rental Account or use of your Linkt Rental Account:

(A) is using Linkt's systems to determine the validity of a credit card;

(B) poses a risk to Linkt or any third party, including the integrity, security or reliability of Linkt or its systems;

(C) was obtained fraudulently or using false details; or

(D) is being, or may be being, used for fraudulent, illegal, dishonest or malicious purposes; or

(ii) You do not cooperate with any investigation in relation to Your Linkt Rental Account regarding suspected fraudulent, illegal, dishonest or malicious behaviour, or if You refuse to provide any information reasonably requested by Linkt in response to a request made by Linkt in connection with any suspected fraudulent, illegal, dishonest or malicious behaviour.

(c) For the purposes of these Linkt Terms and Conditions, fraudulent, illegal, dishonest or malicious behaviour means dishonest activity, which may cause financial loss to any persons or entity including theft of money or other property whether or not deception is used at the time.

15 When these Linkt Terms and Conditions end

(a) These Linkt Terms and Conditions will:

(i) if you are a Consumer Customer, terminate automatically on the earlier of:

(A) the date which is 4 months after the date on which the last transaction occurred on the Linkt Rental Account; and

(B) the date on which the Consumer Customer's liability to pay overdue Tolls and Fees is be transferred to Sixt in accordance with clause 6.3(c),

unless earlier terminated in accordance with the provisions of these Linkt Terms and Conditions; or

(ii) if you are Personnel, terminate only when terminated in accordance with the provisions of these Linkt Terms and Conditions.

(b) The termination of these Linkt Terms and Conditions does not affect any rights that You or Linkt have against each other that arose at or before the termination, including in relation to any outstanding Tolls and or Fees that You have not paid prior to the termination.

16 Notices

(a) Notices (including any communications or statements) may be given by Linkt to You:

(i) by sending an email to Your email address as provided to Linkt by Sixt (or as updated by You under clause 3(b)); or

(ii) if no valid email has been provided to Linkt, by sending a text message to Your mobile number as provided to Linkt by Sixt (or as updated by You under clause 3(b)).

(b) Notices to Linkt may be sent by email to Linkt's email address, using the contact details available on Linkt's website at www.linkt.com.au/sydney/contact-us.

(c) Notices take effect from the time they are received (unless a no-delivery message is received by the sender).

17 General

(a) These Linkt Terms and Conditions are the entire agreement between You and Linkt about the Linkt Rental Account and the other matters covered by these Linkt Terms and Conditions. The only enforceable obligations and liabilities of You and Linkt about the subject matter are those arising out of the provisions of these Linkt Terms and Conditions or at law.

(b) These Linkt Terms and Conditions replace all previous representations, communications and agreements on the subject matter. To the maximum extent permitted by law, the provisions of the *Competition and Consumer Act 2010* (Cth) and the *Fair Trading Act 1987* (NSW) are excluded. Linkt's liability for a breach of any term or warranty under the *Competition and Consumer Act 2010* (Cth) and the *Fair Trading Act 1987* (NSW) which by law cannot be excluded from these Linkt Terms and Conditions is limited to the maximum extent the law allows.

(c) If any part of these Linkt Terms and Conditions is illegal or unenforceable it will not apply.

(d) Any provision of these Linkt Terms and Conditions must be read down to the extent necessary to prevent that provision of these Linkt Terms and Conditions from being invalid, voidable or not enforceable in the circumstances. If a provision of these Linkt Terms and Conditions is still invalid, voidable or not enforceable, the relevant word, words or provision will be deleted, and the rest of these Linkt Terms and Conditions will continue to be fully enforceable.

(e) You will not earn interest on any credit Account Balance or amount You pay to Linkt under these Linkt Terms and Conditions.

(f) Unless otherwise expressly provided by these Linkt Terms and Conditions, a party does not waive a right, power or discretion just because it:

(i) fails to exercise it;

(ii) only exercises part of it; or

(iii) delays in exercising it.

(g) A waiver of one breach of a provision of these Linkt Terms and Conditions does not operate as a waiver of another breach of the same provision or any other provision. A right of Linkt created under these Linkt Terms and Conditions may only be waived in writing signed by Linkt.

(h) You represent and warrant to Linkt that you have the power, authority and capacity to enter into these Linkt Terms and Conditions.

(i) You must pay Linkt an amount equal to any costs (including reasonable legal costs) incurred by Linkt in recovering a debt under these Linkt Terms and Conditions from You.

(j) These Linkt Terms and Conditions and the transactions contemplated by these Linkt Terms and Conditions are governed by the laws of New South Wales.

(k) These Linkt Terms and Conditions may be varied by Linkt upon the provision of 30 days' notice, or in the event of variation resulting from changes to laws, such notice as is reasonable in the circumstances. You acknowledge that such notice will be provided by Linkt on Linkt's website.

18 Definitions

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

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

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

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

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

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

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

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

Commercial Customer means a body corporate, partnership, trust, government department or agency, sole trader or other business or entity holding a Sixt corporate account for the purposes of renting a Vehicle and that is linked to a Linkt Rental Account.

Consumer Customer means a consumer, member of the public or other individual renting a Vehicle (including for a business purpose) and settles Tolls and Fees daily using a Nominated Card, including any individual renting a Vehicle using a Sixt corporate account under which Tolls and Fees are payable by the renter and not the Commercial Customer.

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

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

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

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

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

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

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

Fees means each of the fees and costs (and any taxes applicable to them) described in clauses 5(b)(ii) to 5(b)(iii) inclusive of these Linkt Terms and Conditions.

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

Head, Transport for Victoria means the body corporate of this name established under section 64A of the *Transport Integration Act 2010* (Vic).

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

Intended Recipients means the following parties:

(a) Credit Reporting Agencies;

(b) Associated Contractors;

(c) any bank, financial institution or Clearing House;

(d) Linkt's professional advisers including legal advisers, accounting advisers and other professional advisers;

(e) driver licensing and vehicle registration agencies, law enforcement agencies, public revenue authorities, road safety authorities and solicitors in relation to motor vehicle accidents;

(f) owners and other operators of Toll Roads; and

(g) persons providing services to any of the entities set out in paragraphs (a) to (f) of this definition.

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

(a) the Commercial Customer; or

(b) its Personnel,

including a name, address, phone number, email address, drivers licence number, date of birth, vehicle hire and usage information, billing or financial information, Rental Agreement, Linkt Rental Account, and other Personal Information contained in video and/or camera surveillance of Toll Roads for traffic management or toll violation enforcement purposes conducted by Linkt or obtained by Linkt from third parties.

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

(a) You; or

(b) any Individual,

including a name, address, phone number, email address, drivers licence number, date of birth, vehicle hire and usage information, billing or financial information, Rental Agreement, Linkt Rental Account, and other Personal Information contained in video and/or camera surveillance of Toll Roads for traffic management or toll violation enforcement purposes conducted by Linkt or obtained by Linkt from third parties.

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

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

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

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

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

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

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

Permitted Purposes means any one or more of:

(a) facilitating the use of and carrying out functions and activities relating to:

  (i) Tolls and their enforcement;

  (ii) the Linkt Rental Product;

  (iii) verification of Your Rental Agreement;

  (iv) obtaining feedback about the Linkt Rental Product; and

  (v) analysing information for product development in connection with the Linkt Rental Product System, traffic conditions, travel times and road usage and disclosing aggregate information (including to the public) excluding any Personal Information of Consumer Customers and Commercial Customers including their Personnel;

(b) disclosure to any State Roads Authority for any purpose in connection with Toll Roads;

(c) auditing of the Linkt Rental Product System;

(d) law enforcement;

(e) the enforcement of a law imposing pecuniary penalty;

(f) the protection of the public revenue;

(g) road safety;

(h) release of information to solicitors acting as agents for their clients in relation to motor vehicle accidents where Linkt is compelled to do so by a court order;

(i) obtaining advice and professional services on a confidential basis; and

(j) such other purposes as are permitted by Privacy Laws.

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

Personnel means the directors, officers, agents, employees, individual contractors or subcontractors of a Commercial Customer or other persons who are permitted to rent Vehicles under the Commercial's Customer's corporate Sixt account.

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

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

Rental Agreement means the agreement entered into between You and Sixt for the rental of Vehicles by You.

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

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

Sixt means:

(a) Kingmill Pty Ltd ACN 003 966 649;

(b) any Related Body Corporate of Kingmill Pty Ltd ACN 003 966 649; or

(c) any franchisee or licensee of any of the entities mentioned in paragraphs (a) to (b) of this definition,

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

State Roads Authority means TfNSW, Secretary to the Department of Transport, Head, Transport for Victoria and the Department of Transport and Main Roads (as applicable).

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

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

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

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

Vehicle means the vehicle described in the Rental Agreement that has been rented to a Consumer Customer by Sixt or a vehicle that is rented to Personnel of a Commercial Customer, pursuant to the Rental Agreement and includes any substitute, alternate or additional vehicle.

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

Part B: Privacy and Credit Reporting Disclosure and Consent

Linkt's combined privacy and credit reporting collection statement

What information is being collected

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

Purpose of collection

Linkt collects Personal Information, including Linkt Commercial Rental Product Information and Linkt Consumer Rental Product Information, about You in order to provide the Linkt Rental Product in respect of Vehicles rented from Sixt. Linkt may collect this information from You or from Sixt. Linkt may also collect Credit-Related Information about You from the Credit Reporting Bodies that Linkt deals with and from other Credit Providers who have provided credit to You.

You are not required by law to provide Linkt Commercial Rental Product Information or Linkt Consumer Rental Product Information to Linkt, but if this information is not provided, Linkt will not be able to provide the Linkt Rental Product to You.

Use

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

Disclosure

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

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

Overseas disclosures

In some circumstances, Linkt may hold Personal Information and Credit-Related Information in a different Australian State or Territory or disclose Personal Information and Credit-Related Information to recipients (including Linkt's Associated Contractors) located outside Australia in accordance with any applicable Privacy Laws, including in the Philippines and any other countries listed in our privacy policy from time to time.

Your rights

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

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

Other credit-related matters

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

Where Linkt provides Credit-Related Information to these Credit Reporting Bodies, they may include this information in reports that they subsequently

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

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

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

Consents

1 In exchange for Linkt providing the Linkt Rental Product, and by accepting and agreeing to be bound by these Linkt Terms and Conditions, You consent to and authorise:

(a) the collection, use, holding and disclosure of Personal Information and Credit-Related Information about You by Linkt in accordance with Linkt's combined privacy and credit reporting collection statement set out above and in accordance with any applicable law;

(b) collection of Linkt Commercial Rental Product Information or Linkt Consumer Rental Product Information (as applicable) by any Authorised Information Recipient from any person (including from Sixt and from video and/or camera surveillance of Toll Roads conducted by Linkt or third parties for traffic management or toll violation enforcement purposes);

(c) use and disclosure of Linkt Commercial Rental Product Information or Linkt Consumer Rental Product Information (as applicable) by and to Authorised Information Recipients for the Permitted Purposes; and

(d) disclosure of Linkt Commercial Rental Product Information or Linkt Consumer Rental Product Information (as applicable) in online accounts accessible to any person with access to Your username and password.

Promises made

2 In accepting these Linkt Terms and Conditions, You promise that:

(a) prior to disclosing any information to Linkt or Sixt about You, he or she has obtained Your consent to the matters in clause 1 above; and

(b) all information provided to Linkt about You is or will be accurate, complete and up-to-date, and will not be false or misleading.

Part C: Fee Schedule

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

Part D: Contact details

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