

1. YOUR RENTAL CONTRACT

- 1.1 This Contract (**Rental Contract**) You have entered into with Europcar consists of the rental document You have signed for the hire of the Vehicle (**Rental Agreement**) and these terms and conditions of rental (**Terms and Conditions**). When We refer to the Rental Contract We mean both the Rental Agreement and the Terms and Conditions.
- 1.2 The date of the Rental Contract is the date that is shown in the Rental Agreement.
- 1.3 Please read the Rental Contract carefully. If there is anything that You do not understand please ask at the Rental Station before signing the Rental Contract, as Your signature is Your acknowledgement that You have read and understood the Rental Contract in its entirety and that You are bound by it.
- 1.4 There are words and phrases used in the Rental Contract that have a particular meaning that You need to be familiar with.

Accident means an unintended, unforeseen, happening, incident or mishap, which is neither expected nor designed.

Authorised Driver means any driver approved and recorded by Us, either on the Rental Agreement or by prior written 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 more than 12 persons including the driver.

Cover Products means Super Peace of Mind (**SPOM**), Super Collision Damage Waiver (**SCDW**), Peace of Mind (**POM**), Collision Damage Waiver (**CDW**), Loss Damage Waiver (**LDW**) and Windscreen Headlight and Tyre Puncture (**VWI**).

Customer Own Insurance means that You have a Corporate Services Agreement with Us under which Your Rental Contract provides no cover for Damage or Third Party Loss arising from the use of the Vehicle. All Damage and Third Party Loss is then Your sole responsibility and **must** be paid in full by You. Further, You indemnify Us for all Damage or Third Party Loss.

Damage means any loss or damage to the Vehicle, including that caused by hail, theft of the Vehicle, towing and salvage fees, assessing fees or Loss of Use.

Damage Liability Fee (DLF) means the amount payable to Us in the event of Damage or Third Party Loss. The maximum amount payable is shown in the Rental Agreement and is subject to GST.

Debit Card means Debit MasterCard or Visa Debit Card.

Europcar means CLA Trading Pty Ltd ABN 81 082 220 399 trading as Europcar Australia "the owner" on the Rental Agreement or where applicable an independent Europcar licensee.

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

Loss of Use means the fee calculated at the daily rate shown in the Rental Agreement being Our loss because the Vehicle needs repair and We are waiting for the repairs to be completed or it is a write-off or has been stolen and We are waiting for it to be replaced.

Off Road means any area that is not a gazetted road nor a sealed road nor an Unsealed Road and includes but is not limited to unformed roads, fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, rivers, flood waters, sand, deserts, rocks, fields and paddocks.

Overhead Damage means:

- (a) Damage at or above the level of the top of the front windscreen of the Vehicle;
- (b) Damage to any part of the pantech or box section of a Commercial Vehicle; or

(c) Third Party Loss, caused by:

- (i) contact between the part of the Vehicle that is at or above the level of the top of the front windscreen with objects overhanging or obstructing its path;
- (ii) use of a Commercial Vehicle so that its height exceeds that permitted by law, by-law, regulation or advisory sign in the area of use;
- (iii) objects being placed on the roof of the Vehicle; or
- (iv) You or any person standing or sitting on the roof of the Vehicle.

Premium Location Surcharge (PLS) means the extra amount payable to Us when a Vehicle is hired from a premium location. The amount is shown in the Rental Agreement, is subject to GST and is adjusted when a DLF and, if applicable, an SVALF are payable.

Rental Charges means all rental and associated charges plus GST or other taxes and levies required by law and credit card and vehicle registration recovery fees, all shown in the Rental Agreement.

Rental Station means the branch or rental location from which You hired the Vehicle.

Rental Period means the period shown in the Rental Agreement or as extended by Us.

Single Vehicle Accident means an Accident that occurs on an Unsealed Road where Unsealed Road Cover - 4WD or Unsealed Road Cover - ALWD have been purchased and the Accident does not involve an impact between the Vehicle and another moving vehicle. It includes but is not limited to:

- (a) impacts with animals, roadside infrastructure, vegetation, rocks and obstacles;
- (b) rollovers; or
- (c) impacts with any stationary object, including other stationary parked vehicles.

Single Vehicle Accident Liability Fee (SVALF) means the amount payable to Us in the event of Damage or Third Party Loss arising from a Single Vehicle Accident and applies only if You have purchased Unsealed Road Cover - 4WD or Unsealed Road Cover - ALWD. The maximum amount payable is shown in the Rental Agreement, is additional to the DLF and is subject to GST.

Snow Cover means the additional cover that allows the Vehicle to be driven in areas above the Snow Line.

Snow Line means the gates leading to any of the national parks or snowfields in Australia between 1 June and 31 October, or any area where it is indicated or required that snow chains are to be fitted to the Vehicle.

Start of Rental means the date and time that the rental commences at the Rental Station shown in the Rental Agreement.

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

Underbody Damage means any damage to the underside of the Vehicle and includes but is not limited to all parts of the drive train, chassis, steering, suspension, brakes, exhaust, floor pan and fuel systems.

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.

Unsealed Road Cover - 4WD means the additional cover that allows some classes of Vehicle to be used on an Unsealed Road provided that the road is gazetted but it never allows the use of the Vehicle Off Road.

Unsealed Road Cover - ALWD means the additional cover that allows some classes of Vehicle to be used on an Unsealed Road provided that the road is gazetted and graded and maintained by a local, state, territory or government body, authority or council but it never allows the use of the Vehicle Off Road.

Vehicle means the vehicle described in the Rental Agreement and includes its parts, components, accessories, audio equipment and tools or

any vehicle substituted by Us pursuant to the Rental Contract.

We, Us, Our means Europcar or one of its franchisees or affiliates as shown in the Rental Agreement.

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

Your Europcar Account means Your credit card, Europcar charge account or Debit Card nominated at the Start of Rental for the debiting of charges under the Rental Contract.

2. RENTAL PERIOD

- 2.1 Your rental of the Vehicle from Us is for the Rental Period and at the rate shown in the Rental Agreement.
- 2.2 The Vehicle **must** be returned to the Rental Station on the date and by the time shown in the Rental Agreement.
- 2.3 We understand that circumstances change and that You may require the Vehicle for longer than the Rental Period. If so, You **must** notify Us at least 2 hours prior to the expiration of the Rental Period.
- 2.4 If We have agreed to an extension of the Rental Period and Your extended Rental Period is longer than 30 days, You **must** take the Vehicle to Your nearest Europcar rental station on day 29 and every 30 days thereafter to pay Your additional Rental Charges for the extended Rental Period **unless** You have Our prior written agreement varying these conditions.
- 2.5 If You fail to notify Us at least 2 hours before the expiration of the Rental Period that You require an extension, We may:
 - (a) terminate the Rental Contract; and
 - (b) recover the Vehicle by lawful means.
- 2.6 A 'No Show' fee may apply if You fail to notify Us of Your intended cancellation prior to the date and time of the commencement of Your reservation.
- 2.7 We reserve the right to substitute a suitable replacement vehicle at any time.

3. COSTS, CHARGES & PAYMENT

- 3.1 At the Start of Rental You must provide Your credit card or Debit Card which We may preauthorise as security to pay Your Rental Charges. Payment by Debit Card is not acceptable on all Vehicles and You should check with the Rental Station that Your proposed means of payment is acceptable to Us before signing the Rental Contract.
- 3.2 When collecting the Vehicle the primary cardholder **must** be present.
- 3.3 At the end of the Rental Period You **must** pay Us:
 - (a) the Rental Charges;
 - (b) all reasonable costs to return the Vehicle to the same condition it was in at the Start of Rental including but not limited to extra cleaning; and
 - (c) any amounts payable under clauses 3.8, 4.6 and 4.7.
- 3.4 If there is Damage or Third Party Loss You **must** pay Us:
 - (a) the DLF; and
 - (b) the SVALF where Unsealed Road Cover - 4WD or Unsealed Road Cover - ALWD have been purchased and a Single Vehicle Accident has occurred,

unless Your Rental Contract is for Customer Own Insurance in which case You are liable for all Damage or Third Party Loss.
- 3.5 If the DLF and SVALF are payable under clause 3.4 and there is no Third Party Loss:
 - (a) upon return of the Vehicle to the Rental Station We may make an estimate of Damage and charge Your Europcar Account the estimated amount up to but not exceeding the DLF and SVALF shown in Your Rental Agreement; and
 - (b) once Damage has been assessed We will:
 - (i) debit Your Europcar Account with the difference up to a total amount not exceeding the DLF and SVALF shown in Your Rental Agreement; or

- (ii) credit Your Europcar Account with the difference; and forward to You a tax invoice for the assessed amount.

- 3.6 If You have not paid the DLF and SVALF as required by clauses 3.4 and 3.5 You are in breach of the Rental Contract. You then have no cover and are liable for each of the items and amounts payable under clause 4.7.
 - 3.7 The Vehicle is supplied with a full tank of fuel. If You do not take the "prepaid fuel" option and return the Vehicle without a full tank of fuel a refuelling charge will apply. You **must** also pay for any fuel used for the delivery and collection service.
 - 3.8 You are liable for and **must** pay:
 - (a) all tolls or levies;
 - (b) speeding and traffic fines, infringements and penalties;
 - (c) costs, infringements or penalties arising from parking, clamping, towing, or release from compounds; and
 - (d) court fees or costs, arising from the use of the Vehicle whether You were driving the Vehicle or not.
 - 3.9 We may supply Your details to any regulatory authority upon its request and an administration fee applies if We do. If We have paid any amount for which You are liable under clause 3.8 You will also be charged that amount together with the administration fee.
 - 3.10 All amounts payable under the Rental Contract are subject to subsequent verification and adjustment and details of any adjustments will be provided to You as soon as practicable. If a refund is due to You it will be credited to Your Europcar Account. If any amount is due to Us You authorise Us to charge Your Europcar Account with that amount, including the DLF, the SVALF and any amounts payable under clauses 3.8, 4.6 or 4.7. These charges may be made at any time during or after the end of the Rental Period.
 - 3.11 If You hired the Vehicle from a premium location a PLS will apply.
 - 3.12 If currency conversion is required for payment of amounts due to Us under the Rental Contract, We will apply the commercial exchange rate valid at the time We credit or debit Your Europcar Account.
 - 3.13 If You fail to pay Us any amount due under the Rental Contract You **must** also:
 - (a) pay Us interest on that overdue amount calculated at the rate of 10% per annum and starting 7 days after the date that overdue amount became payable to Us and ending on the date of payment of all amounts due; and
 - (b) pay the reasonable costs and charges We incur in recovering or attempting to recover that overdue amount, including mercantile or debt collection fees, commission and any legal costs.
- ## 4. COVERS AND WAIVERS
- 4.1 The DLF and, if applicable the SVALF, each shown in the Rental Agreement **must** be paid if there is Damage or Third Party Loss unless Your Rental Contract is for Customer Own Insurance in which case You are liable for all Damage or Third Party Loss.
 - 4.2 If Cover Products are purchased to reduce Your liability We will provide cover for Damage or Third Party Loss but You **must** pay the reduced DLF shown in the Rental Agreement.
 - 4.3 The DLF and SVALF shown in the Rental Agreement are payable for each separate event and whether You are at fault or not.
 - 4.4 The Rental Contract provides no cover for personal property owned by You, any unauthorised driver or any passenger even if Cover Products have been purchased.
 - 4.5 If there is Damage or Third Party Loss and You have purchased:
 - (a) SPOM, which is Our premium cover, Your DLF liability is reduced to the amount shown in the Rental Agreement, which for some classes of Vehicle may be nil, and it includes WWI;
 - (b) SCDW, Your DLF liability is reduced to the amount shown in the Rental Agreement, which for some classes of Vehicle may be

nil, but it does **not** include WWI;

- (c) POM, Your DLF liability is reduced to the amount shown in the Rental Agreement, but never to nil, and it includes WWI;
- (d) LDW or CDW, Your DLF liability is reduced to the amount shown in the Rental Agreement but never to nil and it does **not** include WWI;
- (e) WWI, there is cover for windscreen, headlight, wheel and tyre damage unless caused recklessly or by a deliberate, wilful or criminal act or by driver abuse, but there is **no** reduction in Your DLF and **no** cover for damage to side and rear windows.

and each level of cover is subject to You not being in breach of the Rental Contract.

4.6 You **must** always pay and there is **no** cover for:

- (a) the DLF if there is Damage or Third Party Loss;
- (b) the SVALF if You have purchased Unsealed Road Cover - 4WD or Unsealed Road Cover - ALWD and there is Damage or Third Party Loss caused by a Single Vehicle Accident;
- (c) the cost of rectifying windscreen, headlight, wheel or tyre damage unless You have purchased SPOM, POM or WWI;
- (d) Damage or Third Party Loss that occurs whilst a Commercial Vehicle is being driven in reverse;
- (e) Damage that is caused to a Vehicle with a convertible roof by overfilling the luggage compartment above the recommended level, and then activating the convertible roof mechanism;
- (f) Overhead Damage;
- (g) Damage or Third Party Loss caused deliberately or recklessly by You, any unauthorised driver or any passenger of the Vehicle;
- (h) Underbody Damage and any Damage linked to that Underbody Damage caused by contact between the underside of the Vehicle and any part of the road way or any object or obstruction including but not limited to kerbs, gutters, speed or road humps, barriers or wheel stops;
- (i) Damage caused by total or partial inundation or immersion of the Vehicle in water or exposure of the Vehicle to salt water, including that which occurs whilst the Vehicle is being transported;
- (j) Damage or Third Party Loss caused or contributed to by You or any driver where You or the driver leaves the scene of the Accident prior to the attendance of the police or reporting the Accident to the police;
- (k) the full cost of replacing or repairing any accessories supplied by Us including, but not limited to child restraints and GPS units and lost keys;
- (l) Damage caused by use of the incorrect fuel type;
- (m) Damage or Third Party Loss if the Vehicle is taken into any area prohibited by the Rental Contract;
- (n) property that is stolen from the Vehicle, lost or damaged during the Rental Period or left in the Vehicle after the Vehicle is returned to the Rental Station;
- (o) loss or damage to Your property, the property of a member of Your immediate family or of an entity related to You, that arises from the use of the Vehicle; or
- (p) Damage or Third Party Loss if Your Rental Contract is for Customer Own Insurance.

4.7 If You or any driver whether authorised by Us or not breach the Rental Contract there is **no** cover and You and any driver are each liable for:

- (a) Damage;
- (b) Third Party Loss;
- (c) storage, repossession and recovery fees;
- (d) roadside assistance; and

(e) administrative and legal costs of recovery, **even** if Cover Products have been purchased.

5. CUSTOMER OWN INSURANCE

5.1 If You have a Corporate Services Agreement with Us that provides for Customer Own Insurance and if Your Rental Agreement records that Your Rental Contract is for Customer Own Insurance:

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

that arises from the use of the Vehicle.

6. YOUR RESPONSIBILITIES

6.1 In this section, We set out the responsibilities You have to Us when You hire one of Our Vehicles. You should be aware that a failure to fulfill any of these responsibilities is a breach of the Rental Contract with the consequences that are set out in clause 4.7.

6.2 The Vehicle **must** only be driven by You.

6.3 You **must**:

- (a) be no less than 21 years of age and additional charges will apply for specific vehicles and drivers under the age of 25;
- (b) hold a full, current, unrestricted driving licence for the Rental Period valid for the Vehicle and which is written in English or an international licence translated into English;
- (c) allow Us to inspect Your licence at any time during the Rental Period; and
- (d) fully inspect the Vehicle at the Start of Rental to ensure the condition of the Vehicle and any pre-existing damage is accurately noted and shown in the Rental Agreement. If there is any discrepancy You must notify Us prior to leaving the Rental Station; and
- (e) tell Us if You will be using the Vehicle to drive interstate.

6.4 During the Rental Period You **must**:

- (a) take all reasonable care of the Vehicle:
 - (i) to prevent Damage or Third Party Loss;
 - (ii) to ensure that the Vehicle is not overloaded by the number of persons or by the weight of goods carried;
 - (iii) by using any security device fitted to or supplied with the Vehicle; and
 - (iv) by protecting the Vehicle against inclement weather;
- (b) keep the Vehicle locked and the keys under Your personal control at all times and You **must** be able to produce those keys in the event of a theft of the Vehicle;
- (c) maintain all of the Vehicle's engine and brake oils, engine coolant levels and tyre pressures;
- (d) use the correct fuel type;
- (e) comply with all seat belt laws and fines may be imposed on any driver or passenger who does not have a seat belt properly adjusted and fastened;
- (f) comply with all child restraint laws and ensure that for all children under the age of seven years the restraint has been fitted correctly according to the age of the child and that the restraint is properly adjusted and fastened;
- (g) return the Vehicle and any accessories supplied by Us including, but not limited to, child restraints and GPS units in the same condition as at the Start of Rental;
- (h) adhere to any mileage instructions displayed in the

Vehicle or set by the Rental Station; and

- (i) immediately upon request provide Us and any regulatory authority Your full, accurate and up-to-date information relating to the use of the Vehicle during the Rental Period.

6.5 You **must never**:

- (a) use the Vehicle when it is damaged or unsafe;
- (b) drive the Vehicle whilst under the influence of alcohol or drugs or have a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit in the state or territory where the Vehicle is driven;
- (c) fail or refuse to undergo any breath, blood, oral fluid or urine test or drug impairment assessment in the state or territory in which the Vehicle is driven;
- (d) drive the Vehicle whilst Your driving licence is subject to any restriction or condition;
- (e) commit:
 - (i) any wilful, deliberate or criminal act, including an act of driver abuse; or
 - (ii) an act of connivance with any person acting for You or on Your behalf, that causes Damage or Third Party Loss;
- (f) drive the Vehicle dangerously or recklessly;
- (g) use a mobile phone or a GPS unit whilst the Vehicle is in motion or stationary but not parked unless the body of the phone or GPS unit is affixed to the Vehicle and the phone or GPS unit is not being held or touched at any time whilst being used;
- (h) leave the keys to the Vehicle in it or with it whilst it is unattended or unoccupied by You or any passenger;
- (i) leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator;
- (j) modify the Vehicle in any way and no roof racks or towbars are permitted unless fitted by Us;
- (k) use the Vehicle for carriage of passengers or property for hire, fare or reward unless the Vehicle is a Commercial Vehicle and You have Our prior written authority;
- (l) use the Vehicle for off-roading, reliability trials, contest, speed testing, driving instruction, to propel or tow another vehicle, in violation of any legislation, order or regulation affecting the use, loading or condition of the Vehicle, or for any illegal purpose;
- (m) use the Vehicle for transporting any animals, unless specifically approved by Us. Additional cleaning charges may apply and will be shown in the Rental Agreement; or
- (n) sell, rent or dispose of the Vehicle.

6.6 You and any passengers **must not** smoke in the Vehicle. It is an offence in some Australian states to smoke in a vehicle where there are passengers of less than 18 years of age. Additional cleaning charges will apply if there is a breach of this condition.

6.7 Parts of Australia are not suitable for access by rental vehicles. To prevent damage to the Vehicle and for Your own personal safety We strictly enforce conditions that restrict Your use of the Vehicle.

6.8 Unless We have given Our prior written consent, You **must never** take the Vehicle:

- (a) on any Unsealed Road **unless** Unsealed Road Cover - 4WD or Unsealed Road Cover - ALWD has been purchased; or
- (b) above the Snow Line **unless** Snow Cover has been purchased.

6.9 You **must never** take the Vehicle:

- (a) Off Road;
- (b) between mainland Australia and Tasmania in either direction;
- (c) onto any island that is off mainland Australia or Tasmania, with the exception of:

- (i) Kangaroo Island;
- (ii) Stradbroke Island;
- (iii) Magnetic Island;
- (iv) Bribie Island; or
- (v) Phillip Island;

- (d) through any river, stream, creek or tidal crossing;
- (e) 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;
- (f) on any road where the police or any government or statutory authority has issued a warning, caution or which has been closed;
- (g) onto any road where We have notified You that the use of the Vehicle is prohibited;
- (h) in Queensland:
 - (i) north of Chillagoe or Georgetown;
 - (ii) north of Cooktown or Laura;
 - (iii) on the Burke Development Road;
 - (iv) north of Maggieville;
 - (v) on Unsealed Roads north and west of Mt Isa;
 - (vi) on the Bloomfield track; or
 - (vii) on the Savannah Way;
- (i) on the Tanami Track and the Gunbarrel Highway in Western Australia and the Northern Territory; or
- (j) on the road from Jim Jim Falls to Twin Falls in the Northern Territory,

even if Unsealed Road Cover - 4WD or Unsealed Road Cover - ALWD has been purchased.

6.10 There are other prohibited areas where You **must never** take the Vehicle:

- (a) in Western Australia:
 - (i) on the Gibb River Road;
 - (ii) on the Cape Leveque Road;
 - (iii) on the road to Windjana Gorge;
 - (iv) on the Cardabia - Ningaloo Road; or
 - (v) on the access road from the Great Northern Highway to the Purnululu National Park, commonly known as the Bungle Bungles;

or

- (b) in the Northern Territory on the Larapinta and Namitjira Drives, commonly known as the Mereenie Loop,

unless the Vehicle is a 4WD **and** You have purchased Unsealed Road Cover - 4WD **and** You have hired a second spare wheel from Us.

7. OUR RESPONSIBILITIES

7.1 When You make a reservation with Us We will provide a Vehicle that is in good working order for the Rental Period.

7.2 If the Vehicle breaks down during the Rental Period because of Our negligence or wilful default, 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.

7.3 If it is not possible to conduct an inspection of the Vehicle with You at the end of the Rental Period, We will use Our best endeavours to confirm the condition of the Vehicle with You within 4 working hours of the Final Inspection.

7.4 We are only responsible for any direct loss that You suffer as a result

of Our breach of the Rental Contract. We are not responsible for missed flights, disrupted travel or holiday plans, loss of enjoyment or opportunity, indirect or consequential loss.

8. BREAKDOWN, ACCIDENT & REPAIR

- 8.1 Inherent mechanical faults in the Vehicle receive free roadside assistance.
- 8.2 Fees and charges apply for all other faults or driver induced errors, including but not limited to:
- incorrect refuelling;
 - a flat battery;
 - lost keys;
 - keys locked in the Vehicle; or
 - tyre changing other than as a result of a tyre puncture.
- 8.3 We reserve the right not to replace the Vehicle if it is involved in a major Accident or there has been major Damage or You have breached the Rental Contract.
- 8.4 If:
- a warning light appears;
 - You see or become aware of low engine or brake oils, engine coolant levels or tyre pressures; or
 - the Vehicle develops any fault during the Rental Period,
- You **must** inform Us immediately via the contact details in the Vehicle and in the Rental Agreement and not use the Vehicle unless We have authorised You to do so. If You fail to notify Us and continue to use the Vehicle You will be responsible for any Damage or Third Party Loss.
- 8.5 You **must** not let anyone work on the Vehicle or arrange or undertake any repairs to the Vehicle or towing or salvage of it unless We have given You Our prior authority. You **must** keep and produce to Us the original tax invoices and receipts for any repairs, towing or salvage and You will be reimbursed only if these expenses have been authorised by Us. Any entitlement to reimbursement is subject to there being no breach of the Rental Contract.
- 8.6 You **must** immediately report any Accident or theft of the Vehicle to Us in writing and complete all documentation that We require and forward any third party correspondence or court documents to Us within 7 days of receipt.
- 8.7 If You have an Accident in which:
- a person is injured;
 - the other party failed to stop or exchange details;
 - the Vehicle or any other vehicle is towed; or
 - a driver appears to be under the influence of intoxicating liquor or drugs;
- a report **must** also be made to the police immediately.
- 8.8 If the Vehicle is stolen a report **must** be made to the police immediately the theft is discovered.
- 8.9 If You have an Accident You **must** also:
- make the Vehicle secure;
 - get the names and addresses of all persons involved, including witnesses;
 - supply Us with any information concerning the driver of the Vehicle and You **must** allow Us direct access to the driver of the Vehicle and You **must** fully co-operate in allowing Us to gain such access;
 - not make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability;
 - 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
 - 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.

9. END OF RENTAL CONTRACT

- 9.1 At the end of the Rental Period, in addition to Your obligations under clauses 3.3, 3.4 and 3.5, You **must** return the Vehicle to Us:
- to the Rental Station;
 - in the same condition it was in at the Start of Rental; and
 - at the date and time set in the Rental Agreement.
- 9.2 We allow a grace period of 30 minutes for the return of the Vehicle but if it is returned to Us more than 30 minutes after the time set for its return in the Rental Agreement You will be charged one full day's extra rental. Standard daily rates will apply if the Vehicle is returned to Us more than 24 hours after the time set for its return in the Rental Agreement unless the Rental Contract has been extended by Us. You will also be liable for any repossession charges, Damage or Third Party Loss or any costs We incur.
- 9.3 If You return the Vehicle to a rental station other than that shown in the Rental Agreement, or when the Rental Station is closed, or any place other than a Europcar rental station:
- a one way fee may apply;
 - You will be deemed to have returned the Vehicle only after the Final Inspection of it has been conducted by Us; and
 - the Rental Charges will continue and You will be responsible for Damage and Third Party Loss until that Final Inspection.
- 9.4 If a bond has been prepaid to Us it is fully refundable to You **provided** that at the end of the Rental Period:
- all amounts due to Us under the Rental Contract have been paid;
 - the Vehicle has been returned to the Rental Station at the date and time set in the Rental Agreement;
 - there is no Damage or Third Party Loss;
 - the interior and exterior are clean;
 - the Vehicle has a full tank of fuel; and
 - the Rental Contract has not been breached.

We reserve the right to retain all or part of a bond if there is a breach of any of these conditions.

- 9.5 If We terminate the Rental Contract it will not affect Our right to receive any money We are owed under the Rental Contract. We can also claim reasonable costs from You if You do not meet any of the requirements of the Rental Contract.

10. BREACH OF RENTAL CONTRACT

- 10.1 We may terminate the Rental Contract and take immediate possession of the Vehicle if:
- You breach the Rental Contract; or
 - a reckless breach of road or traffic legislation has taken place.
- 10.2 If the Rental Contract is terminated by Us You **must** pay for:
- Damage;
 - Third Party Loss;
 - storage, repossession and recovery fees;
 - roadside assistance;
 - administrative and legal costs of recovery; and
 - all reasonable costs and charges under the Rental Contract.
- 10.3 If We have terminated the Rental Contract You give Us permission to access and enter Your premises to repossess the Vehicle without using unreasonable force or causing damage.

11 APPLICABLE LAW

- 11.1 You have rights conferred by consumer legislation and neither this clause nor any other provision of the Rental Contract is intended to exclude, restrict or modify any implied terms or rights You may have under the Competition and Consumer Act 2010 or any other Federal, State or Territory legislation in Australia.

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

12. DISPUTE RESOLUTION

- 12.1 If You believe there has been an error in Your account or if You have any complaint, Our staff at the Rental Station will help You in every way they can to rectify the error or resolve the complaint. If they are unable to assist You or if Your concerns are not resolved to Your satisfaction You may refer the matter to Our internal dispute resolution (**IDR**) process.
- 12.2 Upon receipt of Your referral to IDR Our IDR officer will acknowledge receipt of Your referral and will investigate the matter and try to reach a satisfactory outcome.
- 12.3 We will advise You of the final outcome of Your IDR referral within 45 days of receipt of that referral and We will use Our best endeavours to do so within 21 days thereof.
- 12.4 Referrals to Our IDR process can be to any of the following :
- Post: Customer Relations Manager,
Europcar Australia,
PO Box 1139, Tullamarine Vic 3043 Australia
- Phone: 1300 72 00 55
Email: customerrelations@europcar.com.au
Fax: +61 3 9335 7600

13. PRIVACY POLICY

- 13.1 We collect and use Your personal information to provide You with the best level of service possible.
- 13.2 We respect Your privacy so We take all reasonable steps to make sure that Your personal information is accurate and up to date and that it is protected from misuse, unauthorised access or wrongful disclosure.
- 13.3 Your personal information may be disclosed to related and non-related third parties with whom We have arrangements to protect Your privacy, such as one of Our program partners.
- 13.4 Your personal information may also be entered into Our centralised database which is managed by Europcar International and may be accessed by personnel, franchisees and licensees within that group, all of which are governed by group rules that protect Your privacy.
- 13.5 We recommend that You visit Our website www.europcar.com.au where Our privacy policy is comprehensively set out.

14. GENERAL

- 14.1 If You agree to make an optional contribution towards Europcar Greenfleet, We will pay the full amount of Your contribution towards that initiative and its administration.
- 14.2 If You are the holder of a corporate account with Us or if Your Corporate Services Agreement with Us provides for Customer Own Insurance these Terms and Conditions **must** be read in conjunction with Your signed Agreement.
- 14.3 If You are a Privilege Loyalty Program member these Terms and Conditions **must** be read in conjunction with the General Terms and Conditions of that program.
- 14.4 In the event of any inconsistencies or ambiguity between the terms of Your corporate account, Your Corporate Services Agreement, Your Customer Own Insurance agreement or Your Privilege Loyalty Program these Terms and Conditions will prevail.

The logo for Europcar, featuring the word "Europcar" in a white, italicized, sans-serif font, underlined, set against a black rectangular background.

www.europcar.com.au