

# Macarthur Hire

ABN 11 110 414 063

## Rental Terms and Conditions

### 1 Introduction

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#### 1.1 Rental Contract

Your contract to hire a Vehicle from Macarthur Hire (**Rental Contract**) comprises:

- (a) the agreement (**Rental Agreement**) You have signed to hire the Vehicle from Us;
- (b) the Handover Inspection Report;
- (c) these rental Terms and Conditions (**Terms and Conditions**);

and together they create binding and enforceable legal obligations.

#### 1.2 Relevant law

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

#### 1.3 Australian Consumer Law

You have consumer rights conferred by the Australian Consumer Law and neither this clause nor any other provision of the Rental Contract excludes, restricts or modifies any implied terms, guarantees or rights You may have under those laws or any other Federal, State or Territory legislation.

#### 1.4 Electronic signatures

We may use electronic signatures as a means of entry into the Rental Contract. When You insert an electronic signature You consent to the use of this means of acknowledgment and acceptance of these Terms and Conditions and Your obligations under the Rental Contract.

#### 1.5 Amending these Terms and Conditions

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

### 2 Who may drive the Vehicle?

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#### IMPORTANT NOTICE

**A breach of any part of this clause 2 is a Major Breach of the Rental Contract. See clause 11 for further details.**

#### 2.1 Authorised Drivers

- (a) Only You or an Authorised Driver, who each meet all of the requirements of this clause 2, can drive the Vehicle.
- (b) Allowing anyone who is not an Authorised Driver to drive constitutes a Major Breach of the Rental Contract that excludes You and any Authorised Driver from all entitlement to Damage Cover indemnity under clause 7 of these Terms and Conditions.

#### 2.2 Age limits

- (a) There is a minimum and maximum age limit for those renting Our Vehicles.
- (b) You and any Authorised Driver must be at least 21 and not over 75 years of age and have no less than 12 months driving experience, unless We have agreed to a variation of that restriction before the Start of the Rental and it is shown in the Rental Agreement.

#### 2.3 Licence requirements

- (a) You and any Authorised Driver **must** also have a current valid licence to drive the Vehicle which is:
  - (i) issued in an Australian state or territory or an international licence (with a valid International Driving Permit or an approved translation into English if the licence is not issued in English);
  - (ii) appropriate for the class of the Vehicle; and
  - (iii) not subject to any restriction or condition.
- (b) Learner drivers and provisional and probationary licence holders are not acceptable and **must not** drive the Vehicle.

#### 2.4 Cancelled and suspended licences

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

- (a) is cancelled or suspended, including as a result of an accumulation of demerit points; or
- (b) has been cancelled or suspended, within three (3) years of the date of the Rental Agreement.

#### 2.5 False and misleading information

The Vehicle **must never** be driven by You or an Authorised Driver who has provided a false or misleading name, age, address or driver's licence.

## 2.6 Prior insurance history

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

## 3 Prohibited Use

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### IMPORTANT NOTICE

**A breach of any part of this clause 3 is a Major Breach of the Rental Contract. See clause 11 for further details.**

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

- (a) whilst intoxicated or under the influence of drugs or alcohol or with a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit set by law;
- (b) recklessly or dangerously; or
- (c) whilst there is Damage to the Vehicle or it is unroadworthy or unsafe.

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

- (a) fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;
- (b) use the Vehicle:
  - (i) for any illegal purpose;
  - (ii) to move or carry dangerous, hazardous, biohazardous, infectious, or inflammable, goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
  - (iii) as a Tool of Trade;
  - (iv) to propel or tow another vehicle, trailer or boat;
  - (v) in any opencast or underground mining activity;
  - (vi) to carry or transport illegal drugs or substances;
  - (vii) in connection with the motor trade for experiments, tests, trials or demonstration purposes;
  - (viii) in racing, rallies, reliability trials, speed or hill climbing tests, or for testing in preparation thereof; or
  - (ix) in an unsafe or unroadworthy condition; or
- (c) use a mobile phone:
  - (i) to make or receive a phone call, perform any audio function or as a navigational device, **unless** the Vehicle is stationary and the body of the phone is secured in a mounting affixed to the Vehicle and its use does not require manual operation of the phone; or
  - (ii) to send a text message, video message, email or similar communication **unless** the Vehicle is parked.

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

- (a) damage the Vehicle deliberately, intentionally, maliciously or recklessly or allow anyone else to do so;
- (b) modify the Vehicle in any way or make any alteration or addition to it and no decals, branding or logos may be applied or removed from the Vehicle;
- (c) sell, rent, lease or dispose of the Vehicle; or
- (d) register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009.

3.4 You and any Authorised Driver **must not** use the Vehicle to carry:

- (a) passengers for:
  - (i) hire, fare or reward, except under a private pooling arrangement; or
  - (ii) for rideshare or peer to peer purposes;
- (b) more than the number of passengers for which the Vehicle is licenced; or
- (c) any load that exceeds the limits for which the Vehicle was designed, constructed, registered or licenced.

## 4 Prohibited areas of use

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### IMPORTANT NOTICE

**A breach of any part of this clause 4 is a Major Breach of the Rental Contract. See clause 11 for further details.**

4.1 The Vehicle **must never** be driven:

- (a) on an Unsealed Road;
- (b) Off Road; or
- (c) in any area where snow has fallen or is likely to fall.

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

- (a) roads that are prone to flooding or are flooded;
- (b) beaches, sand dunes, streams, rivers, creeks, salt lakes, dams and floodwaters or any area exposed to saltwater;
- (c) any road where the police or an authority has issued a warning;

- (d) any road that is closed; and
  - (e) any road where it would be unsafe to drive the Vehicle.
- 4.3 The Vehicle **must never** be driven or used:
- (a) interstate; or
  - (b) onto any island that is off mainland Australia,
- unless** We have given Our written permission prior to the Start of the Rental and it is noted on the Rental Agreement.

## 5 Your obligations

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### IMPORTANT NOTICE

**A breach of any of clauses 5.5, 5.6, 5.7, 5.8, or 5.9 is a Major Breach of the Rental Contract. See clause 11 for further details.**

#### 5.1 Start of the Rental

At the Start of the Rental and before collecting the Vehicle You **must**:

- (a) present Your driver's licence and that of any Authorised Driver and permit copies of the drivers' licences to be made and kept by Us;
- (b) present Your passport if You are not an Australian citizen;
- (c) fully inspect the Vehicle to ensure that the condition of the Vehicle and any pre-existing damage is accurately noted and shown in the Handover Inspection Report and if there is any discrepancy You **must** notify Us prior to leaving the Rental Station; and
- (d) pay the anticipated Rental Charges and the Security Deposit.

#### 5.2 Security Deposit

- (a) The Security Deposit will be retained by Us as a security for the performance of any of Your obligations and liabilities under the Rental Contract and is fully refundable to You ten (10) business days after the End of the Rental provided that:
  - (i) all amounts due to Us under the Rental Contract have been paid, including toll road charges and refuelling costs;
  - (ii) the Vehicle has been returned to the Rental Station at the date and time set in the Rental Agreement;
  - (iii) there is no Damage (except for reasonable wear and tear) or Third Party Loss;
  - (iv) the exterior and interior of the Vehicle are clean;
  - (v) the Vehicle has a full tank of fuel; and
  - (vi) there has not been a Major Breach of the Rental Contract,
- (b) If at the End of the Rental You fail to pay any of the amounts in clause 5.2(a) for which You are liable, We will apply the Security Deposit against those outstanding amounts.

#### 5.3 During Your rental

During Your rental:

- (a) You **must**:
  - (i) inspect the Vehicle daily for oil, water and fuel leaks, Damage and check tyre pressure; and
  - (ii) adhere to any mileage instructions displayed in the Vehicle or set by the Rental Station.
- (b) You **must not**:
  - (i) use the Vehicle for transporting any pets or animals, with the exception of accredited or trained assistance animals, **unless** specifically approved by Us;
  - (ii) smoke in the Vehicle (including the use of e-cigarettes) and You **must** take reasonable steps to prevent passengers from doing so. It is an offence in some Australian states to smoke in a vehicle where there are passengers of less than 18 years of age; or
  - (iii) use the Vehicle to move infectious, biohazardous or biomedical waste, **unless** specifically approved by Us.

Additional cleaning, disinfection and deodorising charges will apply.

#### 5.4 Seat belts and restraints

You **must** comply with all mandatory:

- (a) seat belt laws and fines may be imposed by the police on any driver or passenger who does not have a seat belt properly adjusted and fastened; and
- (b) child restraint laws and ensure that for all children under the age of seven years the restraint has been fitted correctly according to the weight and age of the child and that the restraint is properly adjusted and fastened.

#### 5.5 Vehicle to be locked and keys kept in Your possession

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

#### 5.6 Reasonable care

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

- (a) preventing it from being damaged;
- (b) making sure that it is protected from the weather;
- (c) properly securing any goods, property or equipment carried in the Vehicle;
- (d) maintaining the engine and brake oils and coolant level and tyre pressures;
- (e) using the correct fuel type;
- (f) making sure it is not overloaded; and
- (g) ensure a commercial Vehicle is loaded so that:
  - (i) it does not exceed its applicable mass and dimension limits; and
  - (ii) the load is properly restrained so that it complies with load performance standards, including the Load Restraint Guides (issued by the National Transport Commission).

#### 5.7 Maintenance for longer term rentals

- (a) If the Rental Period exceeds 30 days You **must** return the Vehicle to the nearest Rental Station for it to be serviced or exchanged when:
  - (i) the next scheduled service is due, as noted on the sticker on the inside of the windscreen;
  - (ii) a service indicator is illuminated on the dashboard; or
  - (iii) the Vehicle has travelled 10,000 kilometres since the Start of Rental or since it was last serviced, whichever comes first.
- (b) We will pay for the service, parts, tyres and any other issues with the Vehicle providing that these issues were not caused by You or any Authorised Driver.
- (c) If You fail to have the Vehicle serviced You will be liable for any Damage caused to the Vehicle.

#### 5.8 Notification of Vehicle fault

- (a) You must inform Us immediately if:
  - (i) a warning light or fault message appears;
  - (ii) You see or become aware of low engine or brake oils, or engine coolant levels; or
  - (iii) the Vehicle develops any fault during the Rental Period.
- (b) If You fail to notify Us and continue to use the Vehicle You will be responsible for any Damage or Third Party Loss.

#### 5.9 Repair without authority prohibited

You **must not** let anyone else repair or work on the Vehicle or tow or salvage it without Our prior written authority to do so.

#### 5.10 Repair with authority

- (a) Where We have given You Our prior authority to repair the Vehicle as the result of a breakdown or Vehicle fault, You **must** keep and produce to Us the original tax invoices and receipts for any repairs, towing or salvage and You will be reimbursed only if these expenses have been authorised by Us.
- (b) There is no entitlement to reimbursement if the breakdown or fault was caused by an Accident or is the result of a Major Breach of the Rental Contract.

#### 5.11 Staying with the Vehicle after an Accident

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

## 6 Rental Period, costs and charges

### 6.1 Your Rental

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

### 6.2 Extending the Rental Period

- (a) We understand that circumstances change and that You may require the Vehicle for longer than the Rental Period. If so, You **must** notify Us **no less** than 24 hours prior to the expiration of the Rental Period.
- (b) If You fail to notify Us at least 24 hours before the expiration of the Rental Period that You require an extension, and fail to return the Vehicle on the scheduled date and at the time shown in the Rental Agreement, We may:
  - (i) terminate the Rental Contract; and
  - (ii) if the location of the Vehicle is known, recover it by lawful means or if it is unknown, after making reasonable attempts to contact You, report the Vehicle as stolen to the Police.

### 6.3 Cancellation and 'No Show'

- (a) You will be charged the Rental Charges for the Rental Period as booked if:
  - (i) Your booking is cancelled within 24 hours prior to the Start of the Rental; or
  - (ii) You fail to notify Us of Your intended cancellation prior to the Start of the Rental and fail to pick up the Vehicle;

**unless** We are able to rent the Vehicle to another renter for an equivalent term and rate.
- (b) A cancellation is not effective until acknowledged and confirmed by Us.

### 6.4 Fines and infringements

- (a) You and any Authorised Driver **must** pay
  - (i) fines or charges imposed for parking;
  - (ii) infringements and fines imposed for speeding and other driving offences; and
  - (iii) fines or charges imposed for release of the Vehicle if it has been seized by a regulatory authority.
- (b) An administrative fee applies if We are required to nominate You as the responsible driver if any fine or infringement is unpaid.

#### 6.5 Tolls

- (a) You and any Authorised Driver **must** pay all tolls.
- (b) If an electronic tag (**e-tag**) is fitted for use of the Vehicle on toll roads:
  - (i) the e-tag **must not** be removed from the Vehicle; and
  - (ii) all toll charges will be debited from Your nominated credit card within a reasonable time after We receive an invoice from the toll road operator and prior to refund of the Security Deposit.
- (c) If an e-tag is not fitted to the Vehicle:
  - (i) it is Your responsibility to fit an e-tag to the Vehicle or purchase a day pass for payment of tolls when using the Vehicle on toll roads; and
  - (ii) if You fail to do so and We are required to nominate You as the responsible party We will charge You an administrative fee for each nomination.

#### 6.6 Daily 120 kilometre limit

- (a) A daily limit of 120 kilometres applies unless You have Our prior written approval to have this limit waived and it is noted on the Rental Agreement.
- (b) For each day You exceed that limit (calculated over the Rental Period) You will incur an additional fee of thirty cents (30c) per kilometre.

#### 6.7 Return of the Vehicle

- (a) You **must** return the Vehicle:
  - (i) to the Rental Station;
  - (ii) on the date and by the time shown in the Rental Agreement;
  - (iii) in a reasonable state of cleanliness;
  - (iv) in the same mechanical condition, it was in at the Start of the Rental, fair wear and tear excepted; and
  - (v) with a full tank of fuel.
- (b) If You return the Vehicle:
  - (i) with less than a full tank of fuel a refuelling charge of \$55 (including GST) plus the cost of the fuel, will apply;
  - (ii) earlier than the date shown in the Rental Agreement there is no entitlement to a refund;
  - (iii) more than one hour after the date and time set for its return in the Rental Agreement, We will charge You \$25 per hour up to one full day's rental and a further full day's rental at the standard rate for each 24 hour period or part thereof until the Vehicle is returned to Us; or
  - (iv) at any time outside Our normal business hours, You **must** pay for the daily Rental Charges and all Damage until the Rental Station next opens for business **unless** We have agreed to an after business hours drop off and it is shown on the Rental Agreement.

#### 6.8 Post rental inspection procedure

- (a) We will take reasonable steps to conduct a post rental inspection in Your presence; and
- (b) If You do not wish to wait for the full inspection, We will use reasonable endeavours to conduct the inspection within twenty four (24) hours and if Damage is detected, We will notify You as soon as it is reasonably practical to do so.

#### 6.9 End of the Rental requirements

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

- (a) the balance of the Rental Charges, including any charges for excess kilometres (if any);
- (b) the Damage Excess if there is Damage or Third Party Loss as a result of an Accident or the Vehicle is stolen;
- (c) any costs We incur, including:
  - (i) refuelling costs; and
  - (ii) extra cleaning costs;
- (d) for all Damage and Third Party Loss arising from a Major Breach of the Rental Contract; and
- (e) for all Damage and Third Party Loss for which Damage Cover is excluded pursuant to clause 8.1.

#### 6.10 Credit card authority

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

- (a) the Rental Charges;
- (b) tolls;

- (c) speeding and traffic fines and infringements;
- (d) fines or charges imposed for parking;
- (e) administrative charges for unpaid tolls, fines or infringements;
- (f) extra cleaning costs;
- (g) refuelling costs; or
- (h) the Damage Excess.

#### 6.11 Default in payment

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

- (a) You **must** pay Us interest on that overdue amount calculated at the rate of 10% per annum and starting seven (7) days after the date that overdue amount became payable to Us and ending on the date of payment of all amounts due;
- (b) We may engage a mercantile agent or debt collector and You **must** pay the reasonable costs and charges We incur in recovering or attempting to recover that overdue amount, including mercantile or debt collection fees, commission and any legal costs; and
- (c) You authorise Us to provide information of that default to a credit reporting body and to obtain an up-to-date consumer credit report on You. Personal information may be used and disclosed by the credit reporting body in accordance with the Privacy Act to create or maintain a credit information file containing information about You, including defaults in excess of 60 days and the debt owed to Us.

## 7 Damage Cover

### 7.1 Damage Excess

- (a) Standard Damage Cover is included in the Rental Charges.
- (b) Subject to these Terms and Conditions, We will indemnify You and any Authorised Driver for any Damage to the Vehicle, its theft and Third Party Loss but You **must** pay up to the Damage Excess shown on the Rental Agreement for each Accident or theft claim **unless**:
  - (i) You have fully completed an Incident Report Form with:
    - (A) the name, residential address, contact phone and licence number of any person involved (**Third Party**);
    - (B) the registration number of all vehicles involved;
    - (C) an accurate written and diagrammatic description of the Accident and location; and
    - (D) the names and addresses of all attending police officers and the stations at which they are based;
  - (ii) you have taken all necessary steps to assist Us in Our investigation of the Accident or theft claim;
  - (iii) We agree You were not at fault; and
  - (iv) the other party was insured and their insurance company accepts liability.

### 7.2 When is the Damage Excess payable?

Unless You have expressly authorised a charge to Your credit card at an earlier time an amount up to, but not exceeding, the Damage Excess will be charged to Your credit card:

- (a) for single vehicle Accidents, after a repairer's estimate or tax invoice verifying the amount charged for Damage has been sent to You;
- (b) if the Vehicle has been stolen, after We have made reasonable enquiries and in Our opinion it is unlikely the Vehicle will be recovered; and
- (c) for Accidents in which there is also Third Party Loss, after We have made an estimate of Your total liability. Supporting documents and particulars of the claim for Third Party Loss will be forwarded to You as soon as practicable.

### 7.3 Younger age additional Damage Excess

An additional Damage Excess applies to You or any Authorised Driver who is 21 to 24 years of age.

### 7.4 Claims Administration fee

All Accident, attempted theft and theft claims will incur a claims administration fee of \$100 in addition to the Damage Excess liability. This fee is to compensate Us for the labour and associated costs with processing Your claim.

## 8 Damage Cover Exclusions

### 8.1 General exclusions

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

- (a) Damage or Third Party Loss arising from:
  - (i) a Major Breach of the Rental Contract;
  - (ii) any deliberate, intentional, malicious or criminal act by You, an Authorised Driver or any person who is acting with Your express or implied consent; or
  - (iii) the use of the Vehicle by any driver who is not an Authorised Driver or who is less than 21 or more than 75 years of age;
- (b) Overhead Damage;

- (c) Underbody Damage;
- (d) Damage caused by:
  - (i) immersion of the Vehicle in water, including salt water; or
  - (ii) use of the incorrect fuel type;
  - (iii) loading or unloading the Vehicle, except for reasonable wear and tear; or
  - (iv) Your failure to properly secure goods, property or equipment carried in or on the Vehicle;
- (e) damage to the tyres or rims of the Vehicle, other than by normal wear and tear; and
- (f) the full cost of replacing or repairing any accessories supplied by Us including, but not limited to GPS units, lost keys, keyless start and remote-control devices;
- (g) loss or damage to, or deterioration of, goods or property carried in or on the Vehicle whether owned by You or a Third Party and You agree to fully indemnify Us for any claims for Third Party Loss that occurs during the Rental Period; and
- (h) Third Party Loss resulting from goods or property falling from the Vehicle.

## 8.2 Exclusion for personal items

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

- (a) You;
- (b) Your relative, friend or associate who ordinarily resides with You or with whom You ordinarily reside;
- (c) any relative, friend or associate of an Authorised Driver; or
- (d) Your employees,

that is stolen from the Vehicle, lost or damaged during the Rental Period or left in the Vehicle after the Vehicle is returned to the Rental Station.

## 9 Breakdowns

### 9.1 Roadside assistance

We will provide You with a Vehicle that is of acceptable quality and in good working condition taking into account the age of the Vehicle but breakdowns do occur. Twenty-four-hour roadside assistance is provided free of charge for breakdowns (but not for Accidents) and if the Vehicle breaks down during the Rental Period You **must** contact Us to arrange assistance. If the fault cannot be repaired on site We will recover and repair the Vehicle as soon as possible but if it cannot be repaired, We will use Our best endeavours to provide a replacement Vehicle where one is available.

### 9.2 Assistance not covered

- (a) We are not responsible for:
  - (i) a flat battery;
  - (ii) tyre changing;
  - (iii) lost keys or remote-control device; or
  - (iv) keys or remote-control device locked in the Vehicle.
 Extra charges will apply if any of these services are provided at Your request.
- (b) Roadside assistance does not apply if:
  - (i) the incorrect fuel type is used; or
  - (ii) the breakdown is caused by a Major Breach;
 and You are liable for any Damage caused.

### 9.3 Consequential and other loss

Subject to the Australian Consumer Law, We are not responsible for:

- (a) flights You have missed;
- (b) holiday plans that are disrupted;
- (c) loss or inconvenience caused by natural disasters such as floods, cyclones, hailstorms, earthquakes, bushfires, or pandemics;
- (d) loss of enjoyment; or
- (e) consequential or economic loss.

## 10 Accident and theft reporting



### IMPORTANT NOTICE

**A breach of any part of this clause 10 is a Major Breach of the Rental Contract. See clause 11 for further details.**

#### 10.1 Reporting an Accident or theft to Us

If You or an Authorised Driver has an Accident or if the Vehicle is stolen You **must** report the Accident or theft to Us as soon as practicable but in no case more than 24 hours of it occurring and fully complete an Accident/Theft report form.

#### 10.2 Reporting an Accident or theft to the police

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

- (a) any person is injured;



- (b) the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or
  - (c) the other party appears to be under the influence of drugs or alcohol;
- You or the Authorised Driver **must** also report the theft or Accident to the Police.

### 10.3 **Steps You must take following an Accident**

If You or an Authorised Driver have an Accident You and the Authorised Driver **must**:

- (a) exchange names and addresses, phone numbers and email addresses with the other driver;
- (b) obtain the name of the other driver's insurance company;
- (c) take a photo of the other driver's licence;
- (d) take the registration numbers of all vehicles involved;
- (e) take as many photos as is reasonable showing:
  - (i) the position of the Vehicles before they are moved for towing or salvage;
  - (ii) the Damage to the Vehicle;
  - (iii) the damage to any third party vehicle or property; and
  - (iv) the general area where the Accident occurred, including any road or traffic signs;
- (f) obtain the names, addresses, phone numbers and email addresses of all witnesses;
- (g) forward all third party correspondence or court documents to Us within seven (7) days of receipt; and
- (h) co-operate with Us in the prosecution of any legal proceedings that We may institute or defence of any legal proceedings which may be instituted against You or Us as a result of an Accident, including attending:
  - (i) Our lawyer's office; or
  - (ii) any Court hearing.

### 10.4 **What you must not do**

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

- (a) make any admission of fault;
- (b) promise to pay any claim for Third Party Loss; or
- (c) release the other party from any liability to pay for Damage as a result of an Accident, theft or attempted theft.

## 11 **Major Breach and its consequences**

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### 11.1 **Major Breach**

You and any Authorised Driver commit a Major Breach of the Rental Contract if there is a breach of any of the following:

- (a) clause 2 (who may drive the Vehicle);
- (b) clause 3 (prohibited use);
- (c) clause 4 (prohibited areas of use);
- (d) clause 5.5 (Vehicle to be locked and keys kept in your possession);
- (e) clause 5.6 (reasonable care);
- (f) clause 5.7 (maintenance for long term rentals);
- (g) clause 5.8 (notification of Vehicle fault); or
- (h) clause 5.9 (repair without authority);

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

- (i) clause 10 (Accident reporting) that prevents Us from properly investigating a claim arising from an Accident or theft or from prosecuting or defending any Accident or theft claim; or
- (j) clause 13.2(d) (removal of the Tracking Device or Dashcam).

### 11.2 **No Damage Cover**

If You or any Authorised Driver:

- (a) commit a Major Breach of the Rental Contract; or
- (b) drive the Vehicle in a reckless manner so that a substantial breach of road safety legislation has occurred;

You and any Authorised Driver:

- (i) have no Damage Cover;
- (ii) are liable for all Damage, theft of the Vehicle and Third Party Loss; and
- (iii) are liable for and **must** pay any additional costs or expenses We incur in recovering the Vehicle.

### 11.3 **Termination and repossession**

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

- (a) there has been a Major Breach; or
- (b) there has been a breach of clause 11.2(b).

### 11.4 **Immobilisation of the Vehicle**

Acting reasonably, if We receive alerts indicating excessive speed or driving of the Vehicle in a manner that may cause injury or harm to a member of the public or Damage to the Vehicle, We may remotely immobilise the Vehicle.



## 12 Personal Property Securities Act 2009 (Cth)(PPSA)

- 12.1 You have no right to, or interest in, the Vehicle other than as a bailee and You must not endeavour to obtain any other right or interest by Yourself or Your nominee.
- 12.2 You acknowledge that:
- (a) the Rental Contract may create a security interest (**Security Interest**) (as that term is defined in the PPSA) in the Vehicle;
  - (b) We have a Security Interest in the Vehicle and the Vehicle will at all times remain subject to that Security Interest; and
  - (c) We may register the Security Interest on the Personal Property Securities Register.

## 13 Privacy

 **IMPORTANT NOTICE**  
A breach of clause 13.2(d) is a Major Breach of the Rental Contract. See clause 11 for further details.

### 13.1 Personal Information

- (a) We are committed to respecting privacy and will not collect, use or disclose Your personal information where doing so would be contrary to law.
- (b) When We collect Your personal information, We will do so only for the purpose of providing rental services to You. If You choose not to provide this information to Us We may not be able to provide those rental services to You.
- (c) We take reasonable steps to make sure Your personal information is accurate, up to date and complete and that it is protected from misuse, loss or unauthorised access, modification or disclosure.

### 13.2 Tracking Device and Dash Cam

- (a) To maintain and protect the Vehicle We may fit a Tracking Device to the Vehicle to enable Us to monitor the condition, performance and operation of the Vehicle and to track the Vehicle's movements.
- (b) A Dash Cam may also be fitted to the Vehicle and may be accessed and used by Us in the event of an Accident or to monitor driving habits.
- (c) Information from the Tracking Device and the Dash Cam may be used during and after the Rental Period. When You sign the Rental Agreement, You are authorising Us and consenting to the use of the Tracking Device and the Dash Cam.
- (d) You **must not** tamper with the Tracking Device or the Dash Cam or remove them from the Vehicle.

## 14 Definitions and interpretation

### 14.1 Definitions

In these Terms and Conditions:

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

- (a) a collision between the Vehicle and another vehicle or object, including animals and roadside infrastructure;
- (b) rollovers; and
- (c) weather events, including hail Damage,

that results in Damage or Third Party Loss.

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

**Damage** means:

- (a) any loss or damage to the Vehicle including its parts, components and accessories, including the GPS unit, that is not fair wear and tear;
- (b) towing and salvage costs;
- (c) assessing fees; and
- (d) Loss of Use,

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

**Damage Cover** means the cover You and an Authorised Driver have for Damage, theft, attempted theft and Third Party Loss under clause 7, subject to the Damage Cover Exclusions in clause 8.

**Damage Excess** means the amount, including GST, up to which You **must** pay Us in the event of an Accident or attempted theft that causes Damage or Third Party Loss or the Vehicle has been stolen and not recovered and includes the additional amount for younger drivers that is payable pursuant to clause 7.3.

**Dash Cam** means the optical recording device installed in the Vehicle that operates from the time the Vehicle is started until the engine is turned off and may be used to record the driving route of the Vehicle or driving habits and may be accessed by Us or Our insurers.

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

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

**Loss of Use** means Our loss calculated on a daily basis at the daily rate shown in the Rental Agreement because the Vehicle is being repaired or replaced if it is written off as a result of an Accident or it has been stolen.

**Major Breach** means a breach of any of the clauses described listed in clause 11.1.

**Off Road** means an area, surface or terrain that is not a sealed or Unsealed Road and includes but is not limited to unformed roads, fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, rivers, flood waters, sand, deserts, rocks, fields and paddocks.

**Overhead Damage** means:

- (a) Damage to the Vehicle;
- (b) Damage to any part of the pantech or box section of a commercial Vehicle that is used for the carriage of goods or passengers; or
- (c) Third Party Loss,

caused by:

- (i) contact between the part of the Vehicle that is at or above the level of the top of the front windscreen with objects overhanging or obstructing its path;
- (ii) objects being placed on the roof of the Vehicle; or
- (iii) You or any person standing or sitting on the roof of the Vehicle.

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

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

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

**Rental Station** means the location from which the Vehicle is rented, as shown on the Rental Agreement.

**Security Deposit** means the amount shown on the Rental Agreement We collect from You at the Start of the Rental as security for the Rental Charges and other fees and charges incurred during Your rental and the amount is fully refundable subject to clause 5.2.

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

**Tool of Trade** means use of the Vehicle for excavating, digging, grading, scraping, drilling, lifting, pumping, spraying, vacuuming and other mechanical work, other than for:

- (a) loading and unloading goods onto or from the Vehicle, by use of a crane mounted on the Vehicle;
- (b) transit to, from, or within, a worksite; or
- (c) transport or haulage.

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

**Underbody Damage** means any damage to the Vehicle caused by or resulting from contact between the underside of the Vehicle and any part of the roadway or any object or obstruction, including kerbs, gutters, speed or road humps, barriers or wheel stops and does not arise as a result of an impact with another vehicle.

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

**Vehicle** means the Vehicle described in the Rental Agreement and includes its parts, tools, components, accessories, keys, keyless start or remote-control device, audio equipment, GPS Tracking Device, child restraints, tools, spare tyre and first aid kit (if fitted) and includes any replacement Vehicle.

**We, Us, Our,** means Nu-tech Car Care Pty Ltd ABN 11 110 414 063, trading as Macarthur Hire.

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

## 14.2 Interpretation

In these Terms and Conditions, **unless** the context otherwise requires:

- (a) headings are for convenience only and do not form part of the Terms and Conditions or affect their interpretation; and
- (b) where You comprises two or more persons each is bound jointly and severally.

I have read and agree to be bound by these Terms and Conditions.			
Renter signature		Date	
Authorised driver signature		Date	