

TERMS & CONDITIONS (Effective 1 May 2012)

1. INTERPRETING YOUR RENTAL AGREEMENT

1.1 In these Terms and Conditions:

'Accessory' means keys and remote door opening devices and any removable equipment supplied with the Vehicle, including (without limitation) any global positioning system receiver or similar device or any child restraint, booster, trolley, trailer or similar equipment which may or may not attract an additional charge for usage;

'Authorised Driver' means You and any additional driver who executes the Rental Document as an 'Authorised Driver';

'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;

'Excess Amount' means the amount shown as 'Liability Excess' on the Rental Document after taking into consideration any reduction where the Excess Reduction Option is offered to and accepted by You on the Rental Document;

'Excess Reduction Option' means the option of the same name if offered and accepted by You on the Rental Document;

'Financing Statement' means the respective meaning that term has in the PPSA;

'Network' means the Network Licensee as identified in the Rental Document;

'Network Insurance Policy' means a policy of liability insurance held by Network for You and an Authorised Driver's liability to a third party for damage to the property of that third party which is caused by the permitted and/or legal use of the Vehicle by You or an Authorised Driver;

'Manufacturer's Specifications' means the specifications of the manufacturer of the Vehicle as set out in the Vehicle's operations manual.

'Overhead Damage' means damage to the Vehicle or property of any third party caused by the Vehicle coming into contact with;

- (a) anything above the top of the door seal and the top of the front and back windscreens; or
- (b) any part of the pantech or box section of a Commercial Vehicle;

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

'Register' means the respective meaning that term has in the PPSA;

'Rental Charges' means all Rental and associated charges plus GST or other taxes and levy's required as specified on the Rental Document or payable under this Rental Agreement;

'Rental Document' means the form entitled 'Rental Agreement' and related forms on which all personal and other details are recorded, and which is completed at the time the Vehicle is rented;

'Rental Period' means the period commencing on the date shown on the Rental Document and ending on the date that you return the Vehicle to Network;

'Reversing Damage' means damage to the vehicle or third party caused by the vehicle coming into contact with anything whilst the Vehicle is in reverse;

'Security Agreement' means the respective meaning that term has in the PPSA;

'Security Interest' means the respective meaning that term has in the PPSA;

'Single Vehicle Accident' means an accident not involving a collision between the Vehicle and another vehicle, other than a parked vehicle;

'Underbody Damage' means damage to the Vehicle caused by the Vehicle coming into contact with any thing below the bottom of the door seal and the bottom of the front and rear bumper

bars (Including but not limited to or parts of the drive train, chassis, steering, suspension, brakes, exhaust, floor pan and fuel systems);

'Vehicle' means the vehicle described on the Rental Document (or any substitute vehicle), and includes its parts, components, keys, remote opening devices, all Accessories and contents supplied by Network;

'You' or **'Your'** refers to the person(s) with whom the Rental Agreement is made; and

'Your Account' means your debit card or credit card nominated at the date and time that the rental commences as shown in the Rental Document to which Your Rental Charges are to be debited.

2. NATURE OF AGREEMENT

- 2.1 Except to the extent otherwise imposed by law, these terms and conditions made available to You at the time of the Rental together with the Rental Document comprise the Agreement and sets out all the terms, conditions, warranties and undertakings concerning your rental of the Vehicle and any Accessories and on which Network agrees to rent the Vehicle and Accessories to you for the Rental Period. When we refer to Rental Agreement we mean both the Rental Document and these terms and conditions.

3. DRIVER

- 3.1 You agree and acknowledge that:

- (a) only You or an Authorised Driver will drive the Vehicle; and
- (b) You and any Authorised Driver hold a current licence (not being a learner's licence or provisional licence) to drive the Vehicle and have been licensed to drive vehicles of the same category as the Vehicle for at least 12 consecutive months; and
- (c) You and any Authorised Driver are 21 years and over.

- 3.2 You are responsible for the acts and omissions of an Authorised Driver or any other person You allow to drive the Vehicle and neither You nor any unauthorised driver will have the benefit of the Network Insurance Policy or the Excess Reduction Option (if accepted or included in Your rate) if You allow an unauthorised driver to drive the Vehicle.

4. USE OF THE VEHICLE

- 4.1 You and any Authorised Driver must:

- (a) unless authorised in writing by Network, not use, or allow the Vehicle to be used, for any illegal purpose, race, contest or performance test of any kind;
- (b) must only use the Vehicle on a road which is properly formed and constructed as a sealed, metalled or gravel road (unless the Vehicle is a 4 wheel drive vehicle and prior cover has been obtained from Network);
- (c) not, without Network's prior written consent, use, or allow the Vehicle to be used, to push anything;
- (d) not carry, or allow the Vehicle to carry, more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle;
- (e) not be under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit in the State or Territory in which the Vehicle is driven;
- (f) not, without Network's prior written consent, use or allow the Vehicle to be used to carry passengers for payment of any kind;
- (g) not use the Vehicle when it is damaged or unsafe;
- (h) not drive the Vehicle after an accident or hitting an object (including an animal) until You have obtained Network's approval to do so;
- (i) not use the Vehicle to transport goods, except in compliance with all necessary approvals, permits, licences and government requirements (to be obtained at Your cost) and in accordance with the Manufacturer's Specifications and Network's recommendations;

- (j) not, without Network's prior written consent, use the Vehicle to carry any inflammable substance or any other explosive or corrosive substances;
 - (k) not use the Vehicle for the conveyance or towing of any load unless You have Network's prior written consent; the load is correctly loaded and secured and not in excess of that for which the Vehicle was manufactured; for towing, the Vehicle is fitted with a tow bar; and the conveyance or towing is undertaken in accordance with the Manufacturer's Specifications and Network's recommendations; and
 - (l) not use the Vehicle in contravention of any law.
- 4.2 You must pay for any unauthorised repairs to the Vehicle and for all parking, speeding and traffic infringements and tolls in respect of the Vehicle during the Rental Period.

5. RENTAL PERIOD

- 5.1 Your Rental of the Vehicle from Network is for the Rental Period and at the rate shown in the Rental Document;
- 5.2 If you require the Vehicle for longer than the Rental Period please notify Network at least 12 hours prior to the expiration of the Rental Period;
- 5.3 If you fail to notify us at least 12 hours before the expiration of the Rental Period that You require an extension, we may:
- (a) terminate the Rental Agreement; and
 - (b) recover the Vehicle by lawful means.
- 5.4 We reserve the right to substitute a suitable replacement vehicle at any time.

6. MAINTENANCE, SECURITY AND SAFETY

- 6.1 You and Network acknowledge that the Vehicle is generally in undamaged condition save as to otherwise acknowledge by You and Network in writing on the vehicle condition report prepared at the start of the Rental Period.
- 6.2 You and any Authorised Driver must:
- (a) maintain all of the Vehicle's engine oils and engine coolant levels to the Manufacturer's Specifications;
 - (b) fill the Vehicle with only the fuel type specified in the Manufacturer's Specifications;
 - (c) keep the Vehicle locked and the keys under Your or the Authorised Driver's personal control at all times; and
 - (d) comply with any applicable road safety laws and regulations (including those relating to seat belt, child restraint laws and the use of a mobile phone while driving).
- 6.3 You must not have repairs to the Vehicle carried out unless Network authorises You to do so. Network will reimburse You for any repairs to the Vehicle authorised by it in writing, provided that the cost of those repairs is verified. To the extent that Network cannot verify the cost of repairs, Network will not reimburse You.

7. RETURN OF VEHICLE AND REPOSSESSION

- 7.1 You must return the Vehicle and Accessories to Network:
- (a) to the same place of hire on the date and by the time shown in the Rental Document;; and
 - (b) in the same condition as it was at the commencement of the Rental Period, fair wear and tear excepted (excluding windscreens and tyre damage).
- 7.2 If You tell Network that You wish to return the Vehicle to a location other than that stated on the Rental Document, Network will advise You of the amount of the 'one-way fee' that You will incur.
- 7.3 You must return the Vehicle during normal business hours. If You return the Vehicle later than the time shown on the Rental Document, You must pay all additional Rental Charges.
- 7.4 If:
- (a) You return the Vehicle on a date, or at a time, or to a place other than that shown on the Rental Document; or
 - (b) You do not comply with any special conditions set out in the 'rates' section on the Rental Document, the rates shown on the Rental Document will not apply and You

must pay the Network standard rate for the Vehicle for the Rental Period.

- 7.5 Network may request the immediate return of the Vehicle, or Network may re-take the Vehicle without notice, if Network reasonably suspects that:
- (a) the Vehicle may be used for an unlawful purpose;
 - (b) damage to the Vehicle, or injury to persons or property is likely to occur; or
 - (c) the Vehicle will be involved in an industrial dispute.
- 7.6 Network may re-take the Vehicle after written notice to You if:
- (a) You do not return the Vehicle on the date and by the time shown on the Rental Document and You have not informed Network of a new return date and time; or
 - (b) the credit limit on Your method of payment would be exceeded by the debiting of the Rental Charges for a requested extension of the rental of the Vehicle.
- 7.7 If You do not return the Vehicle when required by this Agreement, then after Network sends to Your address a written demand to You to return it, Network may take steps to recover and repossess the Vehicle where and when it is found. You authorise Network to enter any premises owned or occupied by You, or where necessary, You agree to make all reasonable efforts to obtain the right for Network to enter any premises in order to recover and repossess the Vehicle.
- 7.8 If the Vehicle is found illegally parked, apparently abandoned or are used or obtained as prohibited under this Agreement, Network may recover the Vehicle without sending a written demand under clause 7.7. To the extent permitted by law, You waive any right to any hearing or to receive any notice or legal process as a precondition of Network recovering the Vehicle in accordance with this clause.
- 7.9 From the date that Network sends You a demand pursuant to clause 7.7, Network may exercise its legal rights to recover and repossess the Vehicle. You agree to cooperate with Network to recover the Vehicle.
- 7.10 You must reimburse Network for its reasonable costs of recovering or repossessing the Vehicle where such costs are a consequence of Your failure to return the Vehicle when required by this Agreement.
- 7.11 Except to the extent that Network is at fault, You indemnify Network against any claim made by any third party resulting from Network's recovery or repossession of the Vehicle.
- 7.12 In the event You rent the Vehicle for more than 30 days, Network reserves the right to terminate the rental at any time on 30 days written or verbal notice to You.
- 7.13 You must pay Network all Rental Charges for the period up to the return/re-taking of the Vehicle as well as any additional costs Network incurs in re-taking the Vehicle.

8. FUEL

- 8.1 You must fill the Vehicle only with the fuel type specified in the Manufacturer's Specifications.
- 8.2 The Vehicle must be returned with the amount of fuel equal to that at the time of Rental. If You return the Vehicle with less fuel than it had when You rented it, the difference will be charged at a rate which may include a service component.
- 8.3 The fuel level of the Vehicle at the time You rent it and at the time You return it to Network is determined by visual inspection by Network of the Vehicle's fuel gauge.
- 8.4 Any excess fuel will not be purchased from you.

9. INCIDENT LIABILITY, DAMAGE AND LOSS OF PROPERTY

- 9.1 You are liable:
- (a) for the loss of, and all damage to, the Vehicle regardless of fault; and
 - (b) for all damage to the property of any person:
 - (i) which is caused or contributed to by You or any person who drives the Vehicle; or
 - (ii) which arises from the rental or use of the Vehicle by You or any person who drives the Vehicle.

9.2 Subject to clause 3.2, and subject to payments being made in accordance with clauses 9.3 and 9.4 and subject to Your strict compliance with the reporting requirements of clause 10.1, Network waives Your liability under clause 9.1 for damage to, or loss of, the Vehicle and will ensure that You and any Authorised Driver are entitled to be indemnified under the Network Insurance Policy, if You pay the Excess Amount for each separate event involving:

- (i) damage (including hail damage) to, or loss of, the Vehicle; or
- (ii) damage to the property of any third party which is caused by the use of the Vehicle by You or an Authorised Driver.

9.3 In addition to the payments in clause 9.2, You must always pay to Network the following costs and fees:

- (a) the cost of repairing any:
 - (i) Overhead Damage, Reversing Damage or Underbody Damage;
 - (ii) water damage to the Vehicle;
 - (iii) damage to the Vehicle or to the property of any third party caused by a breach of clauses 3 (Driver), 4.1 (Use of the Vehicle) or 6 (Maintenance, Security and Safety);
 - (iv) damage to a tyre or an accessory not attributable to normal wear and tear; and
 - (v) damage to the Vehicle or to the property of any third party caused deliberately or recklessly by You, any other driver of the Vehicle or any passenger carried during the Rental Period;
- (b) the cost of replacing, if lost or stolen, an Accessory; and
- (c) if You have breached the Rental Agreement, a per day loss of revenue fee based on the estimated downtime of the Vehicle.

9.4

- (a) For the purposes of this clause 9.4, 'Recovery Costs' means, in relation to the loss of, or damage to, the Vehicle:
 - (i) any appraisal fees;
 - (ii) any towing, storage and recovery costs; and
 - (iii) an administrative fee reflecting the cost of making arrangements for repairs and towing and other administrative activities.
- (b) If clause 9.2 or 9.3 applies, You must pay to Network, or Network may debit Your Account with, the Excess Amount at the time of loss of, or damage to, the Vehicle pending Network's assessment of the loss and damage and, if applicable, the repair of the Vehicle, subject to Your right to a refund under clause 9.5(b).
- (c) For the purposes of calculating any refund under clause 9.5(b), Network will add the Recovery Costs to the amount of the costs of damage and repair to the Vehicle.
- (d) If clause 9.3 applies, and if the total of the Recovery Costs and the costs and fees that You must pay under clause 9.3 is greater than the Excess Amount, You must pay to Network, or Network may debit Your Account with, the difference.

9.5

- (a) Where You are required to pay Network under this clause 9, the amount You must pay for any loss, damage, repair, cost or fee:
 - (i) may be reasonably determined by Network; and
 - (ii) in relation to damage to the Vehicle, is the lesser of the cost of repairs to the Vehicle or the market value of the Vehicle at the time of the damage.
- (b) If the amount determined by Network and paid by You under this clause 9.5 exceeds the final cost of the loss, damage or repair, Network will refund the difference to You.

(c) Network will provide details to You of the final cost of the loss, damage or repair on request by You.

10. CLAIMS AND PROCEEDINGS

10.1 Where the use of the Vehicle by You, an Authorised Driver, or any other person results in an accident or claim ('Incident'), or where damage or loss is sustained to the Vehicle or the property of any third party, You must ensure that You or any Authorised Driver:

- (a) promptly reports the Incident to the local police (if required by law);
- (b) promptly reports the Incident in writing to Network (within 24hrs);
- (c) within 48hrs of an incident submit to Network an incident report outlining the circumstance;
- (d) does not, without Network's prior written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability in relation to the Incident;
- (e) permits Network or its insurer at its own cost to bring, defend, enforce or settle any legal proceedings against a third party in Your name in relation to the Incident;
- (f) completes and furnishes to Network within a reasonable time any statement, information or assistance which Network or its insurer may reasonably require, including attending at a lawyer's office and at Court to give evidence.

10.2 You agree to report any traffic or parking infringement which occurs during the Rental Period to Network as soon as possible after it occurs.

10.3 Network may, at its discretion, terminate your renting of the Vehicle and not provide a replacement vehicle or replacement Accessories after an incident. In the event of termination, Network will refund pro-rata pre paid charges but reserves the right to set off any such pre-paid charges against all charges due and payable with respect to Rental Charges payable and in respect of damages due and payable.

11. PAYMENT OF CHARGES

11.1 At the end of the Rental Period, You must pay Network:

- (a) all Rental Charges;
- (b) all reasonable costs to return the Vehicle to the condition it was in at the start of the Rental Period including but not limited to any cleaning;
- (c) all amounts as per clauses 4.2 and 9;
- (d) any amount paid or payable by Network or You to any person arising out of Your use of the Vehicle or imposed on You or Network by any government or other competent authority; and
- (e) any amount for which You are liable to Network under the Rental Agreement, in respect of a breach of the Rental Agreement or otherwise.

11.2 Each Rental Charge calculated and invoiced to You at the time of the return of the Vehicle is subject to subsequent verification by Network.

11.3 If a Rental Charge is to be adjusted, Network will provide details to You if Network has Your contact details.

11.4 Distance charges are measured from the Vehicle's odometer.

11.5 You authorise Network to charge all amounts payable to Network under the Rental Agreement to Your Account.

11.6 Network will pay, within a reasonable time, any refund due to You by such method as Network may reasonably choose.

11.7 If You fail to pay any amount due under or in connection with the Rental Agreement within 14 days of the date by which You were required to pay the amount, You must also pay Network interest at 10% per annum (compounded daily) on the amount from the expiry of 14 days from the date on which You were required to pay the amount to the date of payment.

12. TERMINATION

12.1 We may terminate the Rental Agreement at any time if you commit a material breach of the Rental Agreement.

12.2 If the Rental Agreement is terminated early for any reason, you agree to pay rental charges that reflect the actual duration of the rental. Such charges may be higher than those that apply for a longer rental period.

13. PERSONAL PROPERTY SECURITIES LAW

13.1 You acknowledge that:

- (a) by renting the Vehicle from Network, You may be granting a Security Interest in the Vehicle (and any proceeds) to Network, and that this Rental Agreement may constitute a Security Agreement;
- (b) any Security Interest arising under this Rental Agreement attaches to the Vehicle when You obtain possession of the Vehicle and not at any other time;
- (c) Network may perfect its Security Interest by lodging a Financing Statement on the PPSA Register; and
- (d) Network will only give You a notice under the PPSA (including a notice of a verification statement) if it is required to do so under the PPSA.

13.2 You must do anything reasonably required by Network to enable Network to register its Security Interest, with the priority it requires, and to maintain the registration.

14. GENERAL PROVISIONS

14.1 Your rights

Certain State and Commonwealth legislation, including the *Trade Practices Act 1974* (Cth), imply warranties or conditions or impose obligations which cannot be excluded, restricted or modified except to a limited extent. These Terms and Conditions do not purport to exclude any statutory rights available to you and must in all cases be read subject to those statutory provisions. If you wish to find out more about your rights as a consumer, you can contact consumer organisations and bodies such as the Australian Competition and Consumer Commission and State/Territory fair trading authorities. Nothing in this clause 14 is intended to reduce or prejudice the statutory rights available to you.

14.2 Liability

- (a) Whenever we are permitted to limit our liability under State and/or Federal statute for breach of an implied condition or warranty, our liability is limited to, at our option, the replacement, repair or re supply of the Vehicle or the reimbursement of the Rental Charges.
- (b) Unless we or one of our employees acting in the course of their employment is negligent, and subject to your statutory rights as referred to in clause 14.1, we are not liable to you for any loss, damage, costs, expenses, damages (including for loss of use or enjoyment) or any other liabilities resulting from:
 - (i) any accident, breakdown or any other failure of the Vehicle; or
 - (ii) loss of or damage to your or anyone else's personal property, which includes, without limitation, personal property left in any Vehicle or brought onto our premises; or
 - (iii) any error or omission in any street directory or other map (whether or not provided by us), or any fault in or malfunction of any car phone or GPS (whether installed in or otherwise provided with the Vehicle).
- (c) Without limiting the foregoing, to the maximum extent permitted by law, we will not be liable to you for any indirect, special, incidental or consequential damage, or loss of profits or loss of earnings, suffered by you or any other person due to any breach of this Rental Agreement by us and you release and indemnify us (including for legal costs) from any such claim.

14.3 Our rights -

- (a) We reserve the right to refuse hire of another vehicle to you following any incident or accident or where you have breached a term of this Rental Agreement.

- (b) We reserve the right to refuse future hire of any optional Accessories or equipment (such as GPS and baby seats) to you, if you damage, destroy or lose the unit while on rent to you.

14.4 Miscellaneous Provisions

- (a) No Hirer, driver or passengers in the Vehicle shall be deemed to be our agent, servant or employee, in any manner or for any purpose whatsoever.
- (b) You warrant that all information supplied in connection with this Rental Agreement, whether before or after the date hereof, is or shall be true and correct in all respects, and that you will immediately notify us of any such changes.

15. PRIVACY

15.1 We are committed to protecting your privacy. Where any information comprises "personal information" as defined under the *Privacy Act 1998* (Cth), it will be handled in accordance with our Privacy Policy. You can obtain a copy of our Privacy Policy from our website, www.networkrentals.com.au. The Privacy Policy contains information on how to access your personal information. We may use the information provided by you.

15.2 You consent to Network obtaining reports from credit reporting agencies for the purpose of assessing Your applications to rent vehicles from Network and managing Your rentals of vehicles. You also consent to Network giving Your identity particulars to credit reporting agencies for the purpose of obtaining such reports and to Network obtaining information about You from credit providers identified in such reports. You understand that if You default on payment obligations to Network, information about that default may be given to credit reporting agencies and such agencies may share this information with their subscribers.

16. Credit, Charge or Debit Cards and Cash

- 16.1 You authorise Network to charge Your Account, the imprint of which or the number of which You provide to the Network representative when renting the Vehicle (or at any other time), in respect of all charges due and payable under clauses 9 and 11.
- 16.2 If You present a debit card or a credit card at the commencement of the rental, You also authorise Network to reserve credit with, or obtain an authorisation from, the Card issuer at the time of rental in an amount up to the expected cost of the rental (less any discount, credit or rebate) plus \$200 (inclusive of GST) or other such amount advised at time of reservation.
- 16.3 If Network charges Your Account for damages due and payable under clause 9, it will promptly notify You of the amount so charged and provide details of the damages. If You dispute the Damages or the amount charged, You may contact the Network representative stated on the notification letter. Network will deal promptly with any dispute and, if it reasonably considers that any amount should be refunded to You, will promptly credit that amount to Your Account.
- 16.4 Your Account may be so charged within 60 days after the Vehicle has been returned, notwithstanding that any particular charge or amount of Damages could have been but was not charged when the Vehicle was returned.
- 16.5 Where it appears to Network that Damages resulting from Your rental of the Vehicle may approach or exceed the amount limited by clause 9 Network will charge Your Account with that amount. If it later transpires that actual damages are less than that amount, Network will promptly credit the difference to Your Account.
- 16.6 You warrant that the Account is Your's and You (whether alone or with another person or other people) are responsible for all amounts credited, charged or debited to that Account.
- 16.7 If You provide a cash deposit at a rental location, there is no guarantee the deposit (or part thereof) will be reimbursed in cash at the time the Vehicle is returned to Network. In these circumstances, a cheque will be forwarded within 14 business days to the address notated on the Form.