

## OUR COMMITMENT TO YOU

EzyFleet is a locally owned, family run vehicle hire business located in Bunbury in Western Australia. EzyFleet is owned by MultiFleet Pty Ltd, we aim to meet your vehicle rental needs on every occasion and to make the experience as easy as possible. Your input as a customer informs what we do and how we do it so if you feel that something is working well or could be improved, please let us know via our Contact us section of our website so we can direct it to the right area of our business [www.ezyfleet.com.au](http://www.ezyfleet.com.au)

## CONSUMER RIGHTS STATEMENT

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

## 1 YOUR RENTAL CONTRACT

**1.1** This Contract (Rental Contract) you have entered into with EzyFleet comprises the rental document for the hire of the Vehicle (Rental Agreement), vehicle condition report and these terms and conditions of rental (Terms and Conditions). When we refer to the Rental Contract we mean the Rental Agreement, vehicle condition report 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 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; including receipt of any changes to the Terms and Conditions through the posting of notice of such changes on the EzyFleet website: [www.ezyfleet.com.au](http://www.ezyfleet.com.au).

**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 and unforeseen collision between the Vehicle and any other object, including another vehicle that results in damage or Third Party Loss.

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

**Administration Fee** means the fee charged by us for the administrative costs associated with your rental.

**Additional Driver** means an additional driver approved and recorded by us, either on the Rental Agreement or by prior written agreement.

**Additional Driver Fee (ADF)** means the fee charged for adding an Additional Driver to the Rental Agreement, as approved and recorded by us.

**Assessing Fee** means the fee charged to recover costs involved in having any Vehicle assessed to determine repair cost by using an external third party.

**Authorised Driver** means any driver approved and recorded by us, either on the Rental Agreement or by prior written agreement.

**Charge Card** means the credit card or debit card you nominated at the Start of Rental for the debiting of charges under the Rental Contract.

**Claims Handling Fee** means the fee charged for handling your claim and for making arrangements for repairs, towing and other administrative tasks associated with Damage or Third Party Loss. The fee ranges from \$75 plus GST to \$100 plus GST depending on the value of each Claim.

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

**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, upon receipt of applicable Certificate of Currency. Collision Damage Waiver Protection (CDWP) means products you may purchase at the Start of Rental at extra cost to reduce your DRF liability.

**Credit Card Fee (CC Fee)** means the fee payable when paying by credit card or debit card.

**Debit Card** means a Debit MasterCard or Visa Debit Card which shows your name printed on the card only. Cards without your name are not accepted as Debit Cards.

**Damage** means: (a) any loss or damage to the Vehicle, however caused, that requires repair or replacement, subject to reasonable wear and tear;

- (b) Towing and salvage fees; and
- (c) Assessing fees; and
- (d) Loss of Use.

**Damage Recovery Fee (DRF)** means the amount shown in the Rental Agreement you must pay us in the event of Damage, theft of the Vehicle or Third Party Loss, subject to these Terms and Conditions. The Damage Recovery Fee varies depending on any Collision Damage Waiver Protections products you have purchased, the type of Vehicle you hire and the Rental Station you hired the Vehicle from. The amount payable is subject to GST.

**DPF Burn** means the action required by you when operating a diesel fuelled Vehicle You have rented from EzyFleet to maintain the Vehicle's diesel fuel system to prevent Vehicle Damage, when prompted by the Vehicle's warning indicators.

**Estimated Rental Charges** mean the charges we know about at the start of your Rental Agreement, based on Rental Period, the payment type you provide for your rental, Rental Stations and additional products purchased, outlined on the Rental Agreement, which may include, but are not limited to the rental rate we charge for hiring the vehicle, the cost of hiring additional equipment, fees associated with Additional Drivers, Premium Location Surcharges, the cost of purchasing Collision Damage Waiver Protection Products, any Loss of Use fees, and any additional fee which we apply from time to time.

**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 or any other body of water, sand, deserts, rocks, fields, paddocks or grassed areas.

**One Way Fee (OWF)** means the fee charged for returning your Vehicle to a Rental Station different to that which you rented the Vehicle from.

**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 (including floor) 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 any 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;

(iv) you or any person standing or sitting on the roof of the Vehicle; or

(v) contact between the Pantech or box section of a Commercial Vehicle. Premium Location Surcharge (PLS)

means the extra amount payable when a Vehicle is hired from a Rental Station located at an airport or some city or remote locations. The rate is shown in the Rental Agreement and is subject to GST.

**Prepaid Fuel Option** means the option we may provide you at the Start of Rental to pay for fuel usage in advance, reducing the amount payable at the End of Rental once we have determined fuel usage.

**Rental Charges** means all rental and associated charges plus GST or other taxes and levies required by law as shown in the Rental Agreement. Rental Charges may be different from the Estimated Rental Charges, if, for example, circumstances change, or if you need to pay for any Damage to the Vehicle or any property. Once all charges are known, the Estimated Rental Charges become the Rental Charges.

**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.

**Serious Breach** means a breach of any of clauses 5.3, 7.2, 7.3, 7.5, 7.7, 7.10 or 7.11 that causes Damage, theft of the Vehicle or Third Party Loss.

**Single Vehicle Accident Fee (SVA)** means the charge that may apply when you are involved in an accident that does not involve another vehicle, other than a parked vehicle; or if involved with another vehicle, the other vehicle or it's driver has not been identified to EzyFleet, or at the time of incident the EzyFleet vehicle was driving in reverse and other motor vehicle was stationery.

**Snow Cover** means the additional cover that allows the Vehicle to be driven on sealed roads above the Snow Line subject to these Terms & Conditions.

**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. MultiFleet Pty Ltd ABN 76 059 613 191 trading as EzyFleet or where applicable an independent EzyFleet franchisee or affiliate.

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

**Unmanned Location** means a Rental Station located in a regional or remote location, or a small airport location which does not always have EzyFleet staff present during the normal operating hours of that location.

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

**Vehicle** means the vehicle described in the Rental Agreement and includes its parts, components, accessories, keys, keyless start or remote control device, audio equipment and tools or any vehicle substituted by us pursuant to the Rental Contract. **Vehicle Registration Recovery Fee (VRRF)** means the daily amount payable to us to recover our costs of registering and licensing the Vehicle as a rental Vehicle.

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

**Young Driver Fee (AGE)** means the daily surcharge for each driver aged under the age of 25.

**You, Your** means the person, firm, company or organisation renting the Vehicle or any Authorised Driver shown in the Rental Agreement, and anyone who provides us with a cash payment of a charge card authority in relation to a rental.

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

## **2 YOUR 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 specified in the Rental Agreement on the date and by the time shown in the Rental Agreement. If you terminate your rental and return the Vehicle earlier than the date shown in the Rental Agreement the daily rate payable may be adjusted to reflect the daily rates that apply for shorter rentals.

**2.3** We understand that circumstances change and that you may require the Vehicle for longer than the Rental Period. If so, you must contact us prior to the expiration of the Rental Period where we may agree or disagree to your request.

**2.4** If we are unable to agree to your request you must return the vehicle by the date and time specified in your Rental Agreement. If you do not do so, you will be required to pay additional rental charges at the time of request.

**2.5** If we are able to agree to your request we will take payment at that time for additional charges resulting from the extension of your rental. If the agreed extended rental period exceeds 30 days, you will be required to make payment for the first 30 days of extension. After 30 days, you will be required to make further payment to cover the agreed extended rental period, in cycles of 30 days thereafter.

**2.6** If you fail to contact us before the expiration of the Rental Period that you require an extension, We may:

- (a) terminate the Rental Contract;
- (b) recover the Vehicle by lawful means; and
- (c) report the vehicle as stolen.

**2.7** 'No Show' or 'Cancellation' 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.

## **3 COSTS, CHARGES AND PAYMENTS**

**3.1** At the Start of Rental you must provide your Charge Card which we will charge to pay your total Estimated Rental Charges as shown on the front page of the Rental Agreement, except to the extent where you have opted to pay via a pre-pay voucher or in cash (where a cash option is available). Payment by Debit Card is not accepted on all Vehicles and you should check that your proposed means of payment is acceptable to us before signing the Rental Contract.

**3.2** In addition to 3.1, We may charge for a deposit, as security, or pre authorise an amount against your Charge Card, or take a cash deposit from you (where a cash option is available), which we will apply against any additional

charges to which you are responsible at the end of your Rental Period. This amount may vary depending on the type of Vehicle you hire.

**3.3** When collecting the Vehicle the primary cardholder must be present, unless prior approval has been obtained and approved by EzyFleet.

**3.4** At the end of the Rental Period you must pay us:

(a) All Rental Charges payable;

(b) an excess kilometre charge if you exceed the free kilometres allowance as specified on the front page of your Rental Agreement. We will use the vehicle's odometer to calculate the number of excess kilometres applicable; subject to applicable PLS, CC Fee, Admin Fee and any other applicable charges;

(c) all reasonable costs to return the Vehicle and additional equipment supplied to the vehicle to the same condition it was in at the Start of Rental, including but not limited to extra cleaning (e.g. as a result of food, drink and other stains and marks, animal fur, mud, dirt, sand and smoke damage (including damage caused by tobacco products) and subject to reasonable wear and tear; and

(d) any amounts payable under clauses:

(i) 3.8 (fines, infringements, penalties and court fees);

(ii) 4.1 (Damage Liability Fee);

(iii) 4.3 (Single Vehicle Accident Fee); and

(iv) 5.1 to 5.4 (inclusive) (Exclusions to Damage Cover).

**3.5** If you extend the Rental Period from that shown in the Rental Agreement your entitlement to free rental kilometres may change and you will be charged for extra kilometres if you exceed the free kilometres applicable to your Rental Period and Vehicle model. We will use the vehicle's odometer to calculate the number of excess kilometres. Any excess kilometre charge is also subject to applicable PLS, CC Fee, Admin Fee and any other applicable charges.

**3.6** The Vehicle is supplied with a full tank of fuel. If you do not take the "prepaid fuel" option (where a Prepaid Fuel Option is available) and return the Vehicle without a full tank of fuel, a refuelling charge will apply which will include labour and time cost to refuel the Vehicle. you must also pay for any fuel used for any delivery and collection service requested and provided.

**3.7** Roads and Maritime Services ABN 76 236 371 088 (RMS) provides an E-toll facility for payment of tolls incurred by you when driving the Vehicle on a toll road and you must pay RMS in connection with your use of the E-toll facility:

(a) all tolls incurred in connection with your use of a toll road;

(b) a service fee of \$3.30 including GST (or \$5.00 including GST when paying by cash) for each calendar day on which a toll is incurred using your E-toll facility (of which \$1.65 including GST is remitted to us by RMS); and

(c) any other amount that is payable pursuant to the Roads and Maritime Services Terms and Conditions.

**3.8** You are liable for and must pay:

(a) speeding and traffic fines, infringements and penalties arising from the use of the vehicle during your Rental Period

(b) fines, infringements and penalties arising from parking, clamping, towing, or release of the Vehicle from compounds; and

(c) legal and court fees and other costs which we incur in recovering any Rental Charges and other costs you do not pay when we require you to do so including any fees or charges imposed by a third party on us or from a debt recovery agency and any other costs reasonably incurred by us in enforcing our rights under these terms and conditions, arising from sub-clauses (a) or (b).

**3.9** We may supply your details to any regulatory authority upon its request and an administrative fee may apply if we do.

**3.10** If we have paid any amount for which you are liable pursuant to clauses 3.6 or 3.7 you will also be charged that amount together with an administrative fee.

**3.11** 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 EzyFleet Account. If any amount is due to us you authorise us to charge your EzyFleet Account with that amount, including an amount up to the DRF and any amounts payable under clauses 3.4 to 3.8 (inclusive) or 5.1 to 5.4 (inclusive). These charges may be made at any time during or after the end of the Rental Period.

**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 EzyFleet 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 equal to the standard business overdraft rate charged from time to time by the Commonwealth Bank of Australia 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 DAMAGE COVER AND PAYMENT FOR DAMAGE**

**4.1** If there is Damage, theft of the Vehicle or Third Party Loss for each separate Accident or theft you must pay up to the DRF shown in the Rental Agreement unless your Rental Contract is for Customer Own Insurance.

**4.2** Subject to clause 5, your DRF liability is reduced if you purchased a higher protection package.

**4.3** Subject to clause 5, if you are involved in what we call a Single Vehicle Accident (SVA), a Single Vehicle Accident Fee may apply in addition to any Damage Recovery Fee, for each separate incident. A Single Vehicle Accident is an accident that does not involve another vehicle other than a parked vehicle, or if involved with another vehicle, the other vehicle or its driver has not been identified to EzyFleet, or at the time of incident the EzyFleet vehicle was driving in reverse and other motor vehicle was stationary.

**4.4** You will not be liable for the DRF shown in the Rental Agreement for a claim if acting reasonably we agree that you were not at fault and:

(a) You are ordinarily an Australian resident;

(b) You hold an Australian drivers licence;

(c) You have fully completed Our Incident Report Form with:

(i) the name, residential address, contact phone and licence number of any person involved

(ii) the registration numbers of all vehicles involved;

(iii) an accurate written and diagrammatic description of the Accident and location;

(iv) the names of attending police officers and the stations at which they are based; and

d) You have supplied or we have established the name of the insurer of any Third Party you believe was at fault and we reasonably believe that the insurer will agree to pay Us for the Damage.

**4.5** If the DRF and SVA (where applicable) is payable under clauses 4.1, 4.2 and 4.3:

(a) upon inspection of the Vehicle we may make a reasonable estimate of Damage and debit your EzyFleet Account that estimated amount up to but not exceeding the DRF and SVA shown in your Rental Agreement; and

(b) once Damage has been assessed we will:

(i) debit your EzyFleet Account or Charge Card with the difference up to a total amount not exceeding the DRF and SVA shown in your Rental Agreement if the assessed amount is greater than the estimate; or

(ii) credit your EzyFleet Account or Charge Card with the difference if the assessed amount is less than the estimate, and forward to you a tax invoice for the assessed amount;

(c) if we receive notification of Third Party Loss we will make a reasonable estimate of your liability for that loss and:

(i) debit your EzyFleet Account or Charge Card for the amount of that estimate; or

(ii) if an amount has already been debited under subclauses (a) or (b), debit your EzyFleet Account or Charge Card for the additional amount of that estimate, up to but not exceeding the DRF and SVA shown in the Rental Agreement.

**4.6** We will refund:

(a) the DRF paid pursuant to clause 4.4:

(i) in full if we recover the Damage from a responsible third party or their insurer or successfully reject or defend a claim for Third Party Loss; or

(ii) on a pro rata basis if we recover only a proportion of any amount claimed for Damage;

(b) any surplus amount if a claim for Third Party Loss is rejected or defended for an amount less than the DRF paid pursuant to clause 4.5.

**4.7** In making a refund we may take into account all reasonable administrative, collection agency and legal costs incurred in connection with the recovery of the Damage cost or rejection or defence of a claim for Third Party Loss, which may include, but is not limited to our Claims Handling Fee.

#### **5 EXCLUSIONS TO DAMAGE COVER**

**5.1** You have no cover if there is a Serious Breach of the Rental Contract even if Damage Cover Products have been purchased and the DRF and SVA has been paid.

**5.2** You have no cover for Damage to the Vehicle's windscreen, wheels or tyres unless you have purchased a higher than standard form of damage cover.

**5.3** Even if you purchase a Damage Cover Product and you pay the DRF you have no cover, for:

(a) Damage or Third Party Loss caused by the use of the Vehicle in any area prohibited by the Rental Contract;

(b) Overhead Damage;

(c) Damage, Under body Damage or Third Party Loss caused deliberately or recklessly by you, any unauthorised driver, or any passenger of the Vehicle;

(d) Damage caused by total or partial inundation, intrusion 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;

(e) Damage caused by use of the incorrect fuel type;

(f) 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;

(g) Damage or Third Party Loss caused or contributed to by you where you leave the scene of the Accident prior to the attendance of the police or reporting the Accident to the police;

(h) Damage caused by your failure to observe any warning indicators that may appear in the vehicle. If you are unsure as to what a warning indicator is telling you to do, you must contact us as soon as possible for advice on further action;

(i) Damage caused as a result of you attaching any equipment to the Vehicle, or using that equipment, including, but not limited to roof racks, bike racks, snow chains, trailers, tailgate lifters, ramps and any associated equipment;

(j) Damage or Loss caused as a result of unauthorised towing, vehicle repairs or modifications, carried out without prior approval and consent of EzyFleet; or

(k) Damage caused by incorrect or failure of use of AdBlue, failure to use AdBlue, or filling the Vehicle's AdBlue tank with any alternative product, with a Commercial Vehicle.

#### **5.4** There is also no cover for:

(a) the full cost of replacing or repairing any accessories, equipment or specialised equipment supplied by us including, but not limited to child restraints, strollers, GPS units, lost keys, keyless start and remote control devices, E-Toll tags, Tailgate lifters, ramps, and any associated equipment;

(b) property owned by you or any passenger that is stolen from the Vehicle, lost or damaged during the Rental Period or left in the Vehicle after the Vehicle is returned to us.

(c) 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;

(d) Damage, theft of the Vehicle or Third Party Loss if your Rental Contract is for Customer Own Insurance;

(e) towing costs if the vehicle needs to be towed:

(i) because of something that you or an Authorised Additional Driver have done or caused to be done to the vehicle that requires the vehicle to be towed;

(f) damage caused as a result of your failure to promptly clean any component of the Vehicle of mud, dirt and dust, when using the Vehicle in environments such as mining and construction projects or remote areas; or

(g) damage or loss caused to the vehicle due to hail, unless you have purchased specific damage protection.

## **6 CUSTOMER OWN INSURANCE**

**6.1** If You have an 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) Damage and Third Party Loss arising from the use of the Vehicle or theft of the Vehicle are your responsibility and must be paid in full by you; and

(b) You fully indemnify Us for:

(i) Damage and Third Party Loss arising from the use of the Vehicle and any loss we may have arising from the theft of the Vehicle; and

(ii) any demand, claim, including a claim for legal costs, action or proceeding made, commenced or issued by or against you arising therefrom.

(c) A copy of your Certificate of Currency must be provided to EzyFleet to ensure you are appropriately covered, upon commencement of the Corporate Services Agreement, or the date when you're Corporate Services Agreement reflects the change to provide Customer Own Insurance; and

(d) A copy of the Certificate of Currency must be provided to EzyFleet upon request.

## **7 YOUR RESPONSIBILITIES**

**7.1** In this section, we set out the responsibilities you have to us when You hire one of Our Vehicles.

**7.2** The Vehicle must only be driven by you. We may also approve Additional Drivers as specified on the Rental Agreement and the Additional Driver Fee will apply for each additional driver approved.

**7.3** You must:

- (a) be no less than 24 years of age (unless otherwise specified by us)
- (b) hold a full, current, unrestricted driving licence for the Rental Period valid and appropriate for the class of Vehicle, that shows your current residential address and which is written in English, an international licence translated into English, or an international drivers permit; although some exceptions may apply upon application at selected locations.

**7.4** You must also:

- (a) allow Us to inspect Your licence at any time during the Rental Period; and
- (b) fully inspect the Vehicle at the Start of Rental to ensure that the condition of the Vehicle and any pre-existing damage is accurately noted and shown in the Rental Agreement and Vehicle Details and Condition Report, and all equipment hired is present. If there is any discrepancy You must notify Us prior to leaving the Rental Station;

**7.5** During the Rental Period you must:

- (a) Take all reasonable care of the Vehicle:
  - (i) to prevent Damage, theft of the Vehicle and 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 taking steps to protect the Vehicle against inclement weather such as closing the sunroof or convertible roof to prevent the entry of rain or where practicable, by garaging the Vehicle to prevent Damage caused by hail;
  - (v) by taking steps to prevent damage as a result of loading or unload the vehicle, ensuring any load is secured, and all applicable legislation for vehicle loading and transportation of goods is followed
- (b) keep the Vehicle locked and secure and the keys and any keyless start or remote control device under your personal control at all times and you must be able to produce those keys and device in the event of a theft of the Vehicle;
- (c) maintain the Vehicle's engine and brake oils, engine coolant levels and tyre pressures;
- (d) ensure you use the correct fuel type; and
- (e) operate the vehicle, and any additional equipment in line with the operating manual ; and in the case of Commercial Vehicles, any application specific instructions, including, but not limited to the use of Adblue and any requirements pertaining to DPF burn.

**7.6** During the Rental Period you must also:

- (a) comply with all mandatory 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;
- (b) 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 weight and age of the child and that the restraint is correctly adjusted and fastened;
- (c) return the Vehicle and any accessories, equipment or specialised equipment supplied by us including, but not limited to, child restraints, strollers, GPS units, tailgate lifters, ramps and trolleys in the same condition as at the Start of Rental, subject to reasonable wear and tear;
- (d) adhere to any mileage instructions displayed in the Vehicle or set by us.
- (e) observe any warning indicators that may appear in the vehicle. If you are not sure what an indicator is telling you to do, you must contact the Rental Station from which you rented the vehicle as soon as possible for advice;
- (f) notify EzyFleet immediately if the vehicle has reached the mileage when the next service is due, as indicated on the service sticker affixed to the windscreen;
- (g) 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;
- (h) You must notify Us as soon as possible, and no later than 24 hours after an accident or incident (unless there are circumstances under which it is impractical or impossible for you to advise us within 24 hours, and you can produce documented evidence of those circumstances on our request), of any damage or loss that has occurred by contacting the Rental Station from which you rented your vehicle and providing full details to us by completing an Incident Report Form, which we will supply to You;
  - (i) in the event of any incident or accident, notify the police if required under relevant legislation; and
  - (j) remain in contact with us for the purpose of providing assistance with the investigation of any incidents or accidents, including attendance of any court proceedings related to your Rental Agreement as reasonably requested

by us, until we notify you that your assistance is no longer required.

**7.7** You must never:

- (a) use the Vehicle when it is 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 the Vehicle for off-roading, reliability trials, a race, rally or contest, speed testing, driving instruction, to propel or tow another vehicle, or in violation of any legislation, order or regulation affecting the use, loading or condition of the Vehicle;
- (h) use the Vehicle for any illegal purpose or in a manner which would result in a criminal offence;
- (i) sell, rent or dispose of the Vehicle;
- (j) register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009;
- (k) provide us with information you know to be false or misleading, or knowingly fail to give us all the relevant information you have when assisting us with investigations pertaining to any incident or accident, or any court proceedings related to your Rental Agreement; or
- (l) use the vehicle for carrying any dangerous goods or substances, any flammable items or toxic substances.

**7.8** You must not:

- (a) use a mobile phone, GPS unit or other handheld device whilst the Vehicle is in motion or stationary; but not parked unless the body of the phone or GPS unit is affixed to the Vehicle and the phone or GPS unit is not being held or touched at any time whilst being used;
- (b) leave the keys to the Vehicle, any keyless start or remote door control device in it or with it whilst it is unattended or unoccupied by you or any passenger;
- (c) leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator, except if your health or safety would otherwise be endangered;
- (d) modify, tamper with, or repair the Vehicle in any way, including, but not limited to, the installation of roof racks and towbars;
- (e) use the Vehicle for the transport of passengers or property for hire, fare or reward unless the Vehicle is a Commercial Vehicle or you have our prior written authority;
- (f) ) use the Vehicle for transporting any animals, unless specifically approved by us. Approval can be sought to transport Guide Dogs and Companion Animals. Additional cleaning charges may apply when transporting animals specifically approved by us;
- (g) transport the Vehicle on a ferry or ship or other watercraft without Our permission. Even if we grant you permission however, you have no cover for costs incurred for damage or loss of the vehicle or any equipment, together with the cost of any damage you cause to other property whilst the Vehicle is being transported, even if the maximum DRF has been paid, and even if any CDWP options have been purchased; or
- (h) allow the Vehicle to be towed without our permission.

**7.9** 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.

**7.10** EzyFleet vehicles are not permitted to be driven more than a 500km radius from the Bunbury (WA) City Centre unless express permission has been given by management. Failure to adhere to this stipulation will result in your rental agreement being terminated.

## **8 OUR RESPONSIBILITIES**

**8.1** When you make a reservation with us we will provide a Vehicle and any additional equipment requested (subject to availability), that is of acceptable quality and in good working order for the Rental Period.

**8.2** If the Vehicle breaks down during the Rental Period because of our negligence 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.

**8.3** If you return the vehicle to (i) an Unmanned Location (without our consent) or (ii) outside of EzyFleet operating hours, you are responsible for damage to the vehicle that may occur, for any reason, until the next business day when we have had an opportunity to inspect the vehicle.

**8.4** 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 12 working hours of the Final Inspection.

**8.5** Unless we are negligent or as required by law, we will not be responsible for any loss (including loss of profits), damage, costs or expenses which you incur, or death or personal injury to you or any other person, as a result of your rental.

**8.6** 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.

## **9 ROADSIDE ASSISTANCE, BREAKDOWN, ACCIDENT AND REPAIR**

**9.1** Free roadside assistance is provided for inherent mechanical faults in the Vehicle but fees and charges apply for all other faults or driver induced errors. Generally, these fees and charges apply to faults and driver induced errors such as:

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

**9.2** Recovery Plus Protection may be purchased to provide cover for:

- (a) sufficient fuel to allow the Vehicle to be driven to the nearest service station; or providing a Vehicle tow to the nearest service station when providing sufficient fuel is not possible or practical;
- (b) unlocking the Vehicle when the keys, keyless start or remote control device has been locked in the Vehicle;
- (c) changing a wheel as the result of a flat tyre;
- (d) starting the Vehicle if the battery is flat because you have left the headlights or interior lights on or the air-conditioning, entertainment system or other electrical equipment operating when the engine is not running;
- (e) the cost of a replacement battery which has failed as a result of you or the Additional Driver leaving the headlights or interior lights on or the air- conditioning, entertainment system or other electrical equipment operating when the engine is not running; and
- (f) ) towing, as a result of something you, or the Additional Driver has done to, or caused to the Vehicle;

**9.3** Recovery Plus Protection does not apply and there is no cover:

- (a) for the cost of replacement tyre if this is damaged and is not due to mechanical fault or fair wear and tear
- (b) for Damage as a result of Vehicle accident during the term of your Rental Agreement; or
- (c) if there has been a Serious Breach of the Rental Contract.

**9.4** 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 committed a Serious Breach of the Rental Contract.

**9.5** If: (a) a warning light or fault message appears in the Vehicle;

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

(c) 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.

**9.6** 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 serious breach of the Rental

Contract. There is no cover for any damage or loss caused to the vehicle as a result of unauthorised towing, salvage, or repair to the Vehicle.

**9.7** You must immediately report any Accident or theft of the Vehicle to us and complete all other documentation that we require. You must forward any third party correspondence or court documents to us within 7 days of receipt.

**9.8** If you have an Accident in which:

- (a) a person is injured;
- (b) the other party failed to stop or exchange details;
- (c) the Vehicle or any other vehicle is towed; or
- (d) a driver appears to be under the influence of intoxicating liquor or drugs, a report must also be made to the police immediately.

**9.9** If the Vehicle is stolen a report must be made to the police immediately once the theft is discovered.

**9.10** If You have an Accident You must also:

- (a) make the Vehicle secure;
- (b) get the names and addresses of all persons involved, including witnesses;
- (c) supply us with any information concerning the driver of the Vehicle and You must allow us direct access to the driver of the Vehicle and you must fully co-operate in allowing us to gain such access;
- (d) not make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability; unless we have given You written consent;
- (e) 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
- (f) 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.

## **10 END OF THE RENTAL CONTRACT**

**10.1** At the end of the Rental Period, in addition to your obligations under clause 3.4, you must return the Vehicle to us:

- (a) to the Rental Station specified in the Rental Agreement;
- (b) in the same condition it was in at the Start of Rental, subject to reasonable wear and tear;
- (c) at the date and time set in the Rental Agreement.

**10.2** We allow you a grace period of 59 minutes for the return of the Vehicle but if it is returned to us more than 59 minutes after the time set for its return in the Rental Agreement we will charge you as follows:

- (a) If you are one hour or more late, but less than two hours late, We will charge you for one third of the applicable rental rate specified in your Rental Agreement.
- (b) If you are two hours or more late, but less than three hours late, We will charge you for two thirds of the applicable rental rate specified in your Rental Agreement
- (c) If you are three hours or more late, we will charge you for an additional day (or days if relevant) at the rental rate specified in your Rental Agreement.
- (d) In addition to 10.2 (a) – (c) inclusive, If you are one hour or more late, we will charge you for an additional day (or days if relevant) at the rate specified in your Rental Agreement for VRRF, CDWP (if you have purchased it), additional equipment you have hired, and any other daily surcharges for each additional day (or days if relevant) by which you are late;

**10.3** If the Rental Contract has not been extended by us and the Vehicle is returned to us more than 24 hours after the time set for its return in the Rental Agreement there is no Damage Cover so that you are liable for Damage and Third Party Loss and any repossession charges or costs we incur in this default period.

**10.4** 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 EzyFleet Rental Station:

- (a) a one way fee may apply; and
- (b) You are liable for and must pay:
  - (i) for Damage and Third party Loss; and
  - (ii) the Rental Charges, until the Final Inspection has been conducted in accordance with clause 8.3.

- 10.5** If a deposit has been prepaid to us it is fully refundable to you provided that at the end of the Rental Period:
- (a) all amounts due to us under the Rental Contract have been paid;
  - (b) the Vehicle has been returned to the Rental Station at the date and time set in the Rental Agreement;
  - (c) there is no Damage or Third Party Loss;
  - (d) the interior and exterior are clean;
  - (e) the Vehicle has been refuelled to the level specified in the Rental Agreement, unless you have purchased our Prepaid Fuel option; or
  - (f) there has not been a Serious Breach of the Rental Contract.

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

## **11 TERMINATION OF THE RENTAL CONTRACT**

**11.1** We may terminate the Rental Contract and take immediate possession of the Vehicle if you commit:

- (a) a Serious Breach of the Rental Contract; or
- (b) a reckless breach of road or traffic legislation.

**11.2** If the Rental Contract is terminated by us pursuant to clause 11.1:

- (a) You must pay for:
  - (i) Damage to Vehicle or any equipment supplied with the Vehicle;
  - (ii) loss of the Vehicle or equipment as a result of theft;
  - (iii) Third Party Loss;
  - (iv) storage, repossession and recovery fees;
  - (v) fees for the release of the Vehicle from compounds;
  - (vi) roadside assistance;
  - (vii) administrative and legal costs of recovery;
  - (viii) the Rental Charges; and
  - (ix) compensation for loss of use as a result of Vehicle recovery and/or Damage;
- (b) it will not affect Our right to receive any money we are owed under the Rental Contract; and
- (c) You give us permission to access and enter your premises to repossess the Vehicle without using unreasonable force or causing damage.

## **12 APPLICABLE LAW**

**12.1** 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 that law or any other Federal, State or Territory legislation.

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

**12.3** To the extent permitted by law, our liability pursuant to any relevant Australian law is limited at our option to the replacement, repair, or re-supply of the vehicle for the remaining term of your rental or reimbursement of your Rental Charges.

## **13 DISPUTE RESOLUTION**

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

**13.2** Referrals to Our Customer Relations Team can be made online ([www.ezyfleet.com.au](http://www.ezyfleet.com.au)) or via the following:

Post: EzyFleet, PO Box 5039, Bunbury DC, WA 6230

Phone: (08) 9792 4455      Email: [admin@ezyfleet.com.au](mailto:admin@ezyfleet.com.au)

## **14 PRIVACY POLICY**

**14.1** The terms of Our Privacy Policy (available at [www.ezyfleet.com.au](http://www.ezyfleet.com.au)) form part of these terms and conditions. Our Privacy Policy sets out how we collect, use, store and disclose your personal information.

**14.2** If we do not collect Personal Information from you, we will not be able to rent you a Vehicle and if any of the Personal Information you provide is incomplete or inaccurate, the quality of our services may be compromised.

**14.3** By entering into the Rental Contract with us and by providing us with personal information, you represent to us and we proceed on the basis that you have read and agree to the terms of our Privacy Policy.

**14.4** If your vehicle incurs tolls during your Rental Period, then we will also pass your personal information to the electronic tolling system provider, this personal information will contain payment information such credit card or debit card details.

**14.5** We may use GPS tracking or other electronic tools (GPS Device) to enable the geographical location of the Vehicle to be tracked or located. By hiring a EzyFleet Vehicle you expressly consent to us using a GPS Device on the Vehicle during the Rental Period and collecting, using and retaining information from the GPS Device. Further information is available in Our Privacy Policy.

**14.6** If you default in the payment of any moneys owed to us under clause 3.4, 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.

**14.7** You can contact us at [admin@ezyfleet.com.au](mailto:admin@ezyfleet.com.au) if you do not want to receive marketing communications from us.

## **15 GENERAL**

**15.1** If You are the holder of a corporate account with us or if your Agreement with us provides for Customer Own Insurance these Terms and Conditions must be read in conjunction with your signed Agreement.

**15.2** We may register our interest under this Rental Agreement on the Personal Properties Securities Register. you agree, to the extent permitted by law, we do not need to notify you if we make, or change, such a registration.

**15.3** In order to become a VIP member you must be at least 25 years of age.

**15.4** Information provided to apply for a VIP membership must be true, complete and accurate.

**15.5** As a VIP member you must ensure all of your personal details are kept up to date and accurate. This can be updated via the VIP Profile Amendment section of our website. Information which must be kept up to date includes:

- (a) your billing and residential address;
- (b) your billing preferences;
- (c) your driving license details; and
- (d) your credit card details.

**15.6** Each time you rent a vehicle from EzyFleet, you agree that even if you do not sign anything, you are bound by the Rental Agreement which incorporates the following:

- (a) the front page of your Rental Agreement, pre-populated with your preferred level of CDWP, billing preferences and other rental options as nominated by you in your VIP profile;
- (b) these Terms & Conditions; and
- (c) vehicle condition report.

**15.7** As a VIP member at the time of rental of your Vehicle from us you accept these Terms and Conditions.