

TERMS AND CONDITIONS OF STANDARD RENTAL AGREEMENT

EFFECTIVE 01 JUNE 2022

OUR COMMITMENT TO YOU

The Avis Budget Group is a global car rental group servicing the car and truck rental needs of the leisure and business traveller. Within Australia, Avis operates in more than 236 corporate and licensee owned locations. Avis are committed to providing quality service and value for money. In particular:

- we provide only current model vehicles; and
- our vehicles are serviced and maintained in accordance with manufacturers' recommendations.

Avis undertakes to transact its business:

- fairly, reasonably and honestly and to encourage its suppliers, agents and others to act fairly, reasonably and honestly; and
- with competence, care and prudence, ensuring due compliance with the Code.

CONSUMER RIGHTS STATEMENT

All Your rights set out in this Rental Agreement are in addition to Your rights as a consumer (**Your Consumer Rights**) 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.

CODE

Avis is a member of the Australian Finance Industry Association - Fleet & Rental Division (**AFIA**). AFIA sets out standards for its members in a Code. A copy of the Code can be accessed at https://afia.asn.au/files/galleries/AFIA_Car_Rental_Code.pdf

YOUR FEEDBACK

Avis welcomes Your feedback. Please tell us where we are going wrong by contacting us through our website (www.avis.com.au) at 'Customer Service' or by phone or email. (We would also like to hear about what we are doing right). If You have specific issues or concerns please email customer.service@avis.com.au or phone 1800 141 000. Issues are logged and assigned an enquiry number, which You can use as a reference. Issues raised are managed by an experienced team of Avis employees to ensure swift resolution for You.

Avis aims to resolve standard queries (not involving damage or insurance related issues) within 5 working days.

There are occasions, for example hail storms, flood events, and so on, which may result in multiple claims around the same time. In such circumstances we aim for as prompt a resolution as possible.

Damage or insurance related issues cannot be allocated a predetermined timeline because of the involvement of external parties over whom Avis has no time procedural control, but we aim for as prompt a resolution as possible.

1 INTERPRETING YOUR RENTAL AGREEMENT

The rental agreement between Avis and You (**Rental Agreement**) is made on the date shown on the Rental Document You have signed in respect of the Vehicle, and is made up of that Rental Document and these Terms and Conditions. The Rental Agreement, Rental Document and these Terms and Conditions apply in addition to any representation made to You by Avis or Avis' employees.

By entering into the Rental Agreement, You also agree to be bound by the terms and conditions set out in:

- Privacy Collection Statement (Annexure A)

- Linkt Terms and Conditions (Annexure B)

Fees and charges that Avis is entitled to charge without further consent from You other than signing the Rental Agreement are set out in the Pricing Schedule at Annexure D. Additional fees and charges for optional services or Accessories will be explained to You at the time they are offered to You or are disclosed in the Rental Document. If You have pre-paid Your Vehicle booking, You have also agreed to the Pre-Pay Terms and Conditions. To the extent of any inconsistency between this Rental Agreement and the Pre-Pay Terms and Conditions, the Pre-Pay Terms and Conditions prevail.

In these Terms and Conditions:

'Accessory' means any equipment set out in the Rental Document, including (as applicable) any global positioning system receiver or similar device, dash cam, dezlcam or any child restraint, booster or similar equipment;

'Account' means the debit card, credit card or Avis charge account to which Rental Charges are to be debited;

'Additional Driver Fee' means the fee payable by You to Avis for the addition of an Authorised Driver aside from You;

'Authorised Driver' means You and any additional driver who is:

- Your spouse;
- Your employer, employee, fellow employee or partner if it is disclosed by You to Avis that the Vehicle is rented for business purposes; or
- added to Your rental as an additional Authorised Driver using the additional drivers form or Rental Document;

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

'Avis' means W.T.H. Pty Limited ABN 15 000 165 855 trading as 'Avis Australia' or, where applicable, an independent Avis Rent a Car System licensee or agent;

'Code' means the Australian Finance Industry Association Car Rental Code of Practice;

'Collection Costs' means Avis' reasonable costs of collecting unpaid Rental Charges from You;

'Excess Amount' means the amount shown as 'Excess Amount' on the Rental Document;

'Excess Reduction' means the product called 'Excess Reduction' that You may purchase before Your rental commences to reduce any Excess Amount payable;

'Fair Wear and Tear' means Fair Wear and Tear described in the Code under the annexure headed "AFIA Fair Wear and Tear Guide - Rental Vehicles" and does not include damage (as set out in that annexure);

'Late Return Charge' means a single charge payable by You if You do not return the Vehicle on the date and by the time shown on the Rental Document or an alternative return date and time as agreed with Avis under clause 6.1(a);

'Loss Damage Waiver' means the loss damage waiver described on the Rental Document as LDW which reduces Your financial responsibility for loss or damage to the Vehicle to the Excess Amount;

'Manufacturer's Specifications' means the specifications of the manufacturer of the Vehicle as set out in the Vehicle's operations manual located in the glove box of the Vehicle;

'Overhead Damage' means damage (excluding hail damage) to the Vehicle during the Rental Period above the top of the front and back windscreens, damage to the box section of a commercial vehicle above the front windscreen or damage to third party property, caused by the Vehicle coming into contact with anything overhanging or obstructing its path, objects being placed on the roof of the Vehicle, or You or any person standing or sitting on the roof of the Vehicle;

'Pre-Pay Terms and Conditions' means the terms and conditions relating to when You choose to pre-pay at time of reservation with Avis;

'Refuelling Service Fee' means the cost of fuel per litre plus Avis'

reasonable costs associated with arranging to fill the Vehicle with fuel; **'Rental Charges'** means the fees, costs, amounts and charges specified on the Rental Document and Pricing Schedule or payable under this Rental Agreement;

'Rental Document' means a legally binding contract made between Avis and You or the person hiring the Vehicle and any Authorised Driver; **'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 Avis;

'Roadside Assistance Cover' means the provision of the roadside assistance services described in clause 5.4 for the Roadside Assistance Cover fee specified in the Pricing Schedule;

'Roadside Callout Fee' means a charge for an individual roadside assistance callout event, as specified in the Pricing Schedule;

'State' means a state within Australia including New South Wales, Victoria, Queensland, Western Australia, South Australia and the island of Tasmania;

'Substitute Vehicle Insurance' means a policy of motor vehicle insurance held by You or an Authorised Driver which covers You or the Authorised Driver while using the Vehicle as a substitute for the vehicle insured under that policy;

'Territory' means Northern Territory or Australian Capital Territory;

'Terrorist Act' has the meaning in section 100.1 of the *Criminal Code Act 1995 (Cth)* as at 1 March 2018;

'Underbody Damage' means damage to the Vehicle during the Rental Period caused by the Vehicle coming into contact with anything below the bottom of the door seal and the bottom of the front and rear bumper bars where Avis considers, acting reasonably, that the driver of the Vehicle is reasonably at fault for that damage;

'Vehicle' means the vehicle described on the Rental Document (or any substitute vehicle), and includes its parts, components, keys, remote opening devices, any tag or device for paying electronic tolls, all Accessories and contents supplied by Avis unless the context requires otherwise;

'We' refers to Avis;

'Windscreen and Tyre Protection' is available at selected locations and reduces your potential liability to Avis for damage to the Vehicle's windscreen, windows and tyres. The cover protects you for damage to your Vehicle's windscreen, front or back windscreens, and all side window glass and tyres, which means all four tyres, including the spare tyre. The exclusions to this coverage are Vehicle mirrors, headlights, any part of the wheel (i.e. hubcap, rim and alloy wheels) or using the Vehicle in breach of these terms and conditions.

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

'4WD' means a Vehicle with a four-wheel drive transmission system that can be engaged in four-wheel drive mode.

2 DRIVER

2.1 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 and valid 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 immediately prior to signing the Rental Document.

2.2 You are responsible for the acts and omissions of each Authorised Driver and any other person You or an Authorised Driver allows to drive the Vehicle and neither You nor any unauthorised driver will have the benefit of the Loss Damage Waiver option or Excess Reduction option (if accepted or included in Your Rental Charges) if You or an Authorised Driver allows an unauthorised driver to drive the Vehicle and that unauthorised driver causes loss of or damage to the

2.3 Vehicle or damage to the property of a third party. To add an additional Authorised Driver, You must pay the Additional Driver Fee. The additional Authorised Driver must provide to Avis a copy of a current and valid licence confirming that the additional Authorised Driver is authorised to drive the Vehicle at the time the Rental Document is signed.

3 WHERE YOU CAN AND CANNOT DRIVE THE VEHICLE

3.1 You and any Authorised Driver must only use the Vehicle:

- (a) on a road which is properly formed and constructed as a sealed, metalled or gravel road (unless the Vehicle is a 4-wheel drive (4WD) Vehicle and in Western Australia where it may only be used on graded, unsealed roads where You have authorisation from Avis in writing);
- (b) in Western Australia You and any Authorised Driver must not use the Vehicle off road (e.g. on a fire trail, beach, track, grassed area or to cross streams or any other body of water) unless You have authorisation from Avis in writing.

3.2 You and any Authorised Driver must not, unless authorised in writing by Avis, drive or take the Vehicle:

- (a) to Gove Peninsula or any island off the coast of Australia (including, but not limited to, Bruny Island, Fraser Island, Groote Eylandt, or the Tiwi Islands);
- (b) to Kangaroo Island; however, if so authorised in writing by Avis, You and any Authorised Driver must not drive the Vehicle between dusk and dawn outside town limits;
- (c) into or out of the Northern Territory, Western Australia or Tasmania;
- (d) in Queensland:
 - (1) on Highway No. 27: beyond Chillagoe in a westerly direction;
 - (2) on Highway No. 1: beyond Normanton in a southerly direction and no further north than Karumba;
 - (3) if the Vehicle is a passenger vehicle or truck, beyond Cooktown to the north or Lakeland to the west and no further north than Cape Tribulation on the Coast Road; or
 - (4) on the Coast Road from Helenvale to Cape Tribulation, unless the Vehicle is a 4WD Vehicle.
- (e) in the snow (at any time and anywhere (including Tasmania));
- (f) above the snow line in:
 - (1) New South Wales (being Jindabyne); or
 - (2) Victoria (being Bright), from the beginning of June until the end of September.
- (g) on beaches or through streams, dams, rivers or flood waters;
- (h) in Western Australia:
 - (1) to any parts north of Carnarvon;
 - (2) on the Kalumburu Road, Tanami Road, Canning Stock Route, Gunbarrel Highway and Holland Track;
 - (3) on the Gibb River Road, Cape Leveque Road and Windjana Gorge unless the Vehicle is a 4WD Vehicle and is being driven in 4WD mode on these roads;
 - (4) beyond 100 kilometres of the Perth city limits between dusk and dawn; or
 - (5) outside any town or city limits between dusk and dawn.
- (i) in the Northern Territory:
 - (1) on the Jim Jim Falls Road to Jim Jim Falls and Twin Falls; or
 - (2) outside any town or city limits between dusk and dawn.
- (j) airside on any airport in Australia unless You have authorisation from Avis in writing.

4 USE OF THE VEHICLE

4.1 You and any Authorised Driver must:

- (a) not use, or allow the Vehicle to be used, for any illegal purpose, race, contest or performance test of any kind;

- (b) not, without Avis' prior written consent, use, or allow the Vehicle to be used, to push anything;
- (c) not carry, or allow the Vehicle to carry, more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle and must ensure that each passenger in the Vehicle appropriately uses the seat belt restraint;
- (d) not be under the influence of alcohol, drugs or have a blood alcohol or drug content that exceeds the legal limit in the State or Territory in which the Vehicle is driven;
- (e) not, without Avis' prior written consent, use or allow the Vehicle to be used to carry passengers for payment of any kind;
- (f) not use the Vehicle when it is damaged or unsafe;
- (g) provided it is reasonable in the circumstances to do so, not drive the Vehicle after an accident or hitting an object (including an animal) until You have obtained Avis' prior written consent to do so;
- (h) 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 Avis' recommendations;
- (i) not smoke within the Vehicle or allow any other person to smoke within the Vehicle at any time;
- (j) not, without Avis' prior written consent, use the Vehicle to carry any inflammable substance which has a flash point under 22.8°C or any other explosive or corrosive substances;
- (k) not use the Vehicle to prepare, commit or assist in any Terrorist Act;
- (l) not use the Vehicle for the conveyance or towing of any load unless You have Avis' prior written consent; the load is correctly loaded and secured and not in excess of that for which the Vehicle was manufactured; or towing, the Vehicle is fitted with a tow bar; and the conveyance or towing is undertaken in accordance with the Manufacturer's Specifications and Avis' recommendations; and
- (m) not use the Vehicle in contravention of any law.

5 MAINTENANCE, SECURITY AND CLEANING

- 5.1 You and any Authorised Driver must:
 - (a) maintain all of the Vehicle's engine oils and engine coolant levels to the Manufacturer's Specifications, provided that Avis has provided the Vehicle to You with engine oils and engine coolant at levels which reflect the Manufacturer's Specifications;
 - (b) keep the Vehicle locked when it is unattended and the keys under Your or the Authorised Driver's personal control at all times; and
 - (c) comply with all applicable seat belt and child restraint laws.
- 5.2 Avis will provide 24 hour roadside assistance for all inherent mechanical faults (as reasonably determined by Avis or its authorised repairer) at no additional cost provided that the fault does not arise as a result of any unauthorised use of the Vehicle in breach of clauses 3 or 4.1 (save, in respect of clause 4.1(m), for minor infractions).
- 5.3 You acknowledge that Avis may from time to time receive telematics data from device-equipped vehicles where driver monitoring is enabled, including fuel levels, distance, speed, vehicle location data (including the longitude and latitude and direction of travel), vehicle damage detection data, vehicle diagnostic information (such as advice that the engine warning light has activated), braking, acceleration and cornering data.
- 5.4 For each roadside assistance callout for a fault or incident caused by Your act or omission (including, but not limited to emergency refuelling (up to an amount required to reach the nearest petrol station), a tyre-related incident (unless You have purchased Windscreen and Tyre Protection), lost keys, keys locked in vehicle, or a flat battery due to lights or other electrical equipment being left on), You will be charged the Roadside Callout Fee, unless You have purchased Roadside Assistance Cover.
- 5.5 Roadside Assistance Cover does not apply if the Vehicle has been

used in breach of clause 3 or 4.1 (save, in respect of clause 4.1(m), for minor infractions) or in respect of any additional amount(s) payable under clauses 8.1 and 8.3.

- 5.6 You must not have repairs to the Vehicle carried out unless Avis authorises You to do so in writing. Avis requires verification of the cost of repairs for reimbursement and GST purposes. You should obtain an original tax invoice/receipt from the repairer to assist Avis. Avis will reimburse You for any repairs to the Vehicle authorised by Avis in writing, provided that Avis can verify the cost of those repairs. To the extent that Avis cannot verify the cost of repairs, Avis will not reimburse You.
- 5.7 If You or another person has been using the Vehicle during the Rental Period in breach of clause 4.1(i) or returned the Vehicle in an excessively poor condition (excluding Fair Wear and Tear); You may be required to pay the cost of any professional cleaning or odour extraction reasonably incurred by Avis and a reasonable administrative fee reflecting the cost of making arrangements for professional cleaning or odour extraction.

6 RETURN OF VEHICLE

- 6.1 You must return the Vehicle to Avis:
 - (a) to the place, on the date and by the time shown on the Rental Document unless You have informed Avis of a change prior to the return date and time and Avis has agreed to the change; and
 - (b) in the same condition as it was at the commencement of the Rental Period, Fair Wear and Tear excepted.
- 6.2 If You tell Avis that You wish to return the Vehicle to a location other than that stated on the Rental Document, Avis will advise You of the amount of the 'one-way fee' that You will incur (unless clause 6.5(a) applies to You). If You do not tell Avis in advance, You must pay a 'one-way fee' of up to \$2 per kilometre (depending on the type of Vehicle and the distance travelled) to be determined and paid at the end of the Rental Period. You will also be liable for any Rental Charges calculated under clause 6.3 or 6.4.
- 6.3 If You:
 - (a) return the Vehicle at a later date or time than that shown on the Rental Document;
 - (b) return the Vehicle to a place other than that shown on the Rental Document; or
 - (c) do not comply with any special conditions set out in the 'Rates' section on the Rental Document,
 the rates shown on the Rental Document may not apply and You must pay the rate that is reasonable in the circumstances for the Vehicle for the Rental Period as well as the Late Return Charge.
- 6.4 If You return the Vehicle at an earlier date or time than agreed, the rates shown on the Rental Document will not apply and You must pay the rate that was applicable for the Vehicle for the Rental Period (which is likely to be higher than the rates shown on the Rental Document).
- 6.5 Avis may request the immediate return of the Vehicle, or Avis may recover the Vehicle without notice, if:
 - (a) 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 or if a 'one-way fee' becomes payable by You;
 - (b) the Rental Period expires without satisfactory arrangements having been made by You with Avis; or
 - (c) Avis reasonably suspects that:
 - (1) the Vehicle may be used for an unlawful purpose;
 - (2) damage to the Vehicle, or injury to persons or property, is likely to occur; or
 - (3) the Vehicle will be involved in an industrial dispute.
- 6.6 If You do not return the Vehicle on the date and by the time shown on the Rental Document (or any extended date or time agreed with Avis in writing) then:

- (a) after written notice to You and if the location of the Vehicle is unknown, Avis may report the Vehicle as stolen to the police; and
 - (b) You must pay Avis all Rental Charges (including additional Rental Charges) and compensate Avis in accordance with clause 8 for any loss Avis suffers (including all reasonable additional costs Avis incurs in recovering the Vehicle) up to the time that the Vehicle is recovered by Avis.
- 6.7 If You have breached the Rental Agreement and Your breach of the Rental Agreement (or a breach of the Rental Agreement by any Authorised Driver) has caused the downtime of the Vehicle, You will be liable to pay a per day loss of revenue fee based on the actual downtime of the Vehicle (or, where the actual downtime of the Vehicle is not known, a reasonable estimate of that downtime).

7 FUEL

- 7.1 You must fill the Vehicle only with the fuel type specified in the Manufacturer's Specifications.
- 7.2 If You drive the Vehicle less than 120 kilometres during the Rental Period, You will be charged the Refuelling Service Fee per kilometre driven as set out in the Rental Document. Avis will waive the Refuelling Service Fee if You present a receipt indicating You have refuelled the Vehicle and the Vehicle has the same level of fuel that the Vehicle had when You rented it, as determined reasonably by Avis' visual, electronic or other inspection of the Vehicle's fuel gauge.
- 7.3 If:
- (a) You drive the Vehicle 120 or more kilometres during the Rental Period;
 - (b) You do not select the 'prepaid fuel option' in the Rental Document (where that option is available); and
 - (c) You return the Vehicle with less fuel in the Vehicle than the Vehicle had when You rented it;
- You must pay Avis the Refuelling Service Fee amount per litre as set out on the Rental Document. The Refuelling Service Fee amount reflects the cost of fuel per litre plus Avis' reasonable costs associated with arranging to fill the Vehicle with fuel.
- 7.4 For the purpose of clause 7.3 the fuel level of the Vehicle at the time You rent it and at the time You return it to Avis is determined by visual, electronic or other inspection by Avis of the Vehicle's fuel gauge, and the kilometres driven, however if a Refuelling Service Fee amount is charged, that amount will be based on the number of litres of fuel actually put into the Vehicle to return it to the level of fuel that the Vehicle had when You rented it.

8 LIABILITY FOR LOSS OR DAMAGE

- 8.1 You are liable to compensate Avis for any damage to or loss of the Vehicle, including hail or storm related damage or theft of the Vehicle, during the term of Your Rental Agreement, subject to clauses 8.3, 8.4 and 9.
- 8.2 You are also liable for damage to third party property which is caused or contributed to by You or an Authorised Driver or any person You or the Authorised Driver allow to drive the Vehicle.
- 8.3 If, acting reasonably, We accept that the loss or damage referred to in clause 8.1 was not Your fault, You will not be liable to compensate Avis provided:
- (a) You are resident in Australia;
 - (b) You provide Avis with the following details of the incident:
 - (1) the name, residential address, contact phone and licence number of any person involved;
 - (2) the registration numbers of all vehicles involved;
 - (3) an accurate description of the incident and location;
 - (4) the names of any attending police officers and the stations at which they are based;
 - (5) the name of the insurer of any third party You believe was at

fault; and

- (c) Avis reasonably believes that it will recover the amount of loss or damage from the third party.
- 8.4 Avis is liable for any damage to or loss of the Vehicle that is our fault. This includes:
- (a) any failure on our part to properly maintain the Vehicle; and
 - (b) loss or damage directly due to our negligence or wilful default.

9 LOSS DAMAGE WAIVER

- 9.1 Subject to clause 9.2, if You are liable to compensate Avis, We will waive that liability if:
- (a) You had accepted and paid for the Loss Damage Waiver option on the Rental Document (or if it is included in Your rate); and
 - (b) You pay the Excess Amount stated on the Rental Document for each separate event involving:
 - (1) damage (including hail damage) to, or loss of, the Vehicle; or
 - (2) damage which is caused by You or an Authorised Driver.
- 9.2 The waiver in clause 9.1 will not apply to:
- (a) Overhead Damage or Underbody Damage (including, without limitation, damage which occurs if You come into contact with including, but not limited to, a bridge, a tunnel, a tree, or the roof or boom gate of a car park; or damage, including but not limited to, the exhaust systems, suspension and chassis caused by carelessly driving over gutters or kerbs or driving along poor quality roads at excessive speeds) which damage is not attributable to Fair Wear and Tear;
 - (b) You driving the Vehicle in a manner that results in total or partial inundation or immersion of the Vehicle in water or exposure of the Vehicle to salt water (including, without limitation, damage which occurs as a result of You driving the Vehicle through floods, creeks or rivers);
 - (c) damage to the Vehicle caused by a breach of clause 3, 4.1, 5.1 or 5.6 (save, in respect of clause 4.1(m), for minor infractions);
 - (d) damage to a tyre or an Accessory not attributable to Fair Wear and Tear that is caused deliberately or recklessly by You;
 - (e) theft of the Vehicle, unless You report the Vehicle as stolen to the police immediately on becoming aware of the theft and provide a copy of the police report to Avis as soon as you receive it; or
 - (f) loss or damage to Your property, the property of a member of Your immediate family or of a person related to You or a person residing at Your premises if that loss or damage is from a breach of these terms and conditions.

For the purposes of paragraphs 9.2(a) to 9.2(f), any reference to You includes an Authorised Driver and any person You or the Authorised Driver allow to drive the Vehicle.

10 PAYMENT FOR LOSS OR DAMAGE

- 10.1 If:
- (a) You are required to pay an Excess Amount under clause 9.1(b);
 - (b) fault has not been determined but Avis reasonably regards You as being the party at fault; or
 - (c) You are not ordinarily resident in Australia;
- Avis will debit Your Account with the Excess Amount. Where You are liable under both clause 9.1(b) for the Excess Amount, only one Excess Amount will be debited by Avis. The Excess Amount will be debited at the time of loss of, or damage to, the Vehicle and or damage to the property of any third party.
- If Avis subsequently comes to a reasonable belief that a third party or the insurer of a third party will pay Avis for the loss or damage to the Vehicle, Avis will, within a reasonable period of time of forming that belief, refund You the Excess Amount.
- 10.2 If You report in writing (to Avis) that a third party has been involved in an accident, Avis will take reasonable steps to determine

fault and, where practicable, obtain an admission from the third party or the third party's insurer. If Avis obtains that admission and You are ordinarily resident in Australia and have an Australian driver's licence, Avis will not debit Your Account with the Excess Amount.

- 10.3 (a) For the purposes of this clause 10.3, 'Recovery Cost' means, in relation to the loss of, or damage to, the Vehicle the sum of;
- (1) any appraisal fees actually and reasonably incurred;
 - (2) any towing and storage costs actually and reasonably incurred; and
 - (3) a reasonable administrative fee reflecting the cost of making arrangements for repairs and towing and other administrative activities.
- (b) if clause 8.1, 9.1 or 9.2 applies, Avis will notify You of the Recovery Cost. You must pay to Avis, or You authorise Avis to debit Your Account with, the Excess Amount at the time of loss of, or damage to, the Vehicle pending Avis' assessment of the loss and damage and, if applicable, the repair of the Vehicle, subject to Your right to a refund under clause 10.5.
- (c) for the purposes of calculating any refund under clause 10.5, Avis will add the Recovery Costs to the amount of the costs of damage and repair to the Vehicle.
- (d) if clause 8.1 applies, and if the total of the Recovery Costs and the costs and fees that You must pay under clause 9.1 is greater than the Excess Amount, You must pay the Excess Amount to Avis, or Avis may debit Your Account with that amount.

10.4 Where You are required to pay Avis under clause 8, the amount You must pay for any loss, damage, repair, cost or fee:

- (a) may be reasonably determined by Avis; and
- (b) 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.

10.5 If the amount determined by Avis and paid by You under clause 10.3(a) exceeds the final cost of the loss, damage or repair, Avis will refund the difference to You within a reasonable period of time.

10.6 Avis will provide details to You of the final cost of the loss, damage or repair on request by You and within a reasonable period of time. These details will include supporting documentation such as copies of the assessment, repair, towing and assessing invoices and photos of damage if Avis is required to provide these under the Code.

10.7 If You report the Vehicle as stolen to Avis and to the police in accordance with these Terms and Conditions, Avis will debit Your Account for the Excess Amount. Avis will initiate enquiries with the relevant authorities with a view to recovering the Vehicle. If the Vehicle is recovered, Avis will refund the Excess Amount less any amount for damage arising from the condition in which the Vehicle is found as a result of the theft, which is not recovered from a third party.

11 CLAIMS AND PROCEEDINGS

11.1 Where the use of the Vehicle by You, or an Authorised Driver, or any other person results in an accident or claim, or where damage or loss is sustained to the Vehicle or the property of any third party (**Incident**), 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 Avis;
- (c) not make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability in relation to the Incident, except to the extent that You or the Authorised Driver are required to provide a statement to the police;
- (d) permits Avis, or its insurers at their own cost to bring, defend, enforce or settle any legal proceedings against a third party in Your name or in the name of the Authorised Driver in relation to the Incident;
- (e) permits or ensures that Avis or its insurers may claim in Your name

or that of the Authorised Driver under any applicable Substitute Vehicle Insurance, and assist, and cause the Authorised Driver to assist, Avis in making such a claim, including assigning any right to claim under any Substitute Vehicle Insurance to Avis; and

- (f) completes and furnishes to Avis or its insurers within a reasonable time any statement, information or assistance which Avis, its insurers may reasonably require, including attending at a lawyer's office and at Court to give evidence.

11.2 Avis will meet the reasonable out-of-pocket expenses of You or the Authorised Driver in complying with clause 11.1(e) or 11.1(f).

11.3 If You do not comply with clause 11.1(b), and Avis, or its insurer are unable to investigate the Incident in full due to this non-compliance, Avis will, if it is reasonable to do so, notify You of the amount of the Rental Charges and, if those charges are not disputed by You within 5 working days, then by these Terms and Conditions You authorise Avis to debit from Your Account all Rental Charges pending receipt of a report about the Incident made by You or the Authorised Driver (as the case may be).

12 PAYMENT

12.1 At the end of the Rental Period, You authorise the debit of Your Account by Avis to pay:

- (a) all Rental Charges;
- (b) any amount paid or payable by Avis or You to any person arising out of Your use of the Vehicle or imposed on You or Avis by any government or other competent authority;
- (c) the replacement cost (as reasonably determined by Avis) for a lost or stolen Accessory;
- (d) the card surcharge payable for the method of payment You chose to use for Your Account; and
- (e) any amount which You reasonably owe to Avis under the Rental Agreement, in respect of a breach of the Rental Agreement or otherwise.

Avis will provide to You clear information containing sufficient detail about any amount payable under this clause 12.1, including a clear justification with respect to the amounts charged and how these amounts have been calculated.

12.2 Each Rental Charge calculated and invoiced to You at the time of the return of the Vehicle is subject to subsequent verification by Avis. If Avis reasonably determines that a Rental Charge should be adjusted, Avis will provide details to You if Avis has Your contact details.

12.3 The minimum charge You must pay for the rental of the Vehicle is an amount equivalent to:

- (a) one day's rental at the 'daily rate' shown on the Rental Document (subject to clause 6.4); and
- (b) the amount payable for the number of kilometres driven during the Rental Period.

12.4 Distance charges (including the number of kilometres driven) are measured from the Vehicle's odometer.

12.5 Avis will notify You of all amounts payable to Avis under clause 12.1. You may dispute these amounts by contacting customer.service@avis.com.au within 5 working days of the notification being sent under this clause 12.5. You authorise Avis to charge and debit from Your Account all undisputed amounts payable to Avis under the Rental Agreement.

12.6 If You pay Your Rental Charges by credit or debit card, You acknowledge that it may take up to 7-10 business days for Your financial institution to release any amount which has been authorised by that institution at the request of Avis under clause 12.1 which is in excess of Your Rental Charges.

12.7 Avis will pay, within 14 days, any refund due to You by such method as Avis may reasonably choose.

12.8 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 Avis and You authorise Avis to debit from Your Account:

- (a) 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; and
- (b) on and as demanded, Avis' Collection Costs including interest on Avis' Collection Costs calculated in accordance with clause 12.8(a) from the date of demand.

Avis will notify You of all amounts payable to Avis under this clause 12.8. You may dispute these amounts by contacting customer.service@avis.com.au within 5 working days of the notification being sent under this clause. You authorise Avis to charge and debit from Your Account all undisputed amounts payable to Avis under this clause to Your Account.

13 TERMINATION

- 13.1 Either party may terminate the Rental Agreement at any time if the other party commits a material breach of the Rental Agreement.
- 13.2 You may terminate the Rental Agreement if Avis increases the Rental Charge specified in the Rental Document for a reason that is not due to an act or omission of You or the Authorised Driver.
- 13.3 Subject to clauses 6.2 to 6.6 (inclusive) and 12.3, You may terminate the Rental Agreement at any time by returning the Vehicle to Avis.

14 PROPERTY IN VEHICLE

- 14.1 Unless Avis or an Avis employee acting in the course of their employment is negligent, or fraudulent, Avis is not liable to any person for any loss of, or damage to any property:
 - (a) left in the Vehicle after its return to Avis; or
 - (b) stolen from the Vehicle or otherwise lost during the Rental Period.

15 PERSONAL PROPERTY SECURITIES LAW

- 15.1 The following terms have their respective meanings in the *Personal Property Securities Act 2009* (Cth) (PPSA) – financing statement, interested person, register, proceeds, security agreement and security interest.
- 15.2 You acknowledge that:
 - (a) by renting the Vehicle from Avis, You may be granting a security interest in the Vehicle (and any proceeds) to Avis, 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; and
 - (c) Avis may perfect its security interest by lodging a financing statement on the PPSA register.
- 15.3 Avis does not need to give You any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and that requirement cannot be excluded.
- 15.4 You must do anything reasonably required by Avis to enable Avis to register its security interest, with the priority it requires, and to maintain the registration.

16 DISPUTE RESOLUTION

- 16.1 Avis will use its best endeavours to respond to Your complaint within 15 business days of the date of receipt of the complaint, provided Avis has all necessary information and has been able to complete any investigation required.
- 16.2 If Avis cannot respond within 15 business days, We will let You know as soon as reasonably practicable (and within 15 days of receiving Your complaint) of the revised response date.
- 16.3 Your complaint will be reviewed by an Avis employee who:
 - (a) has appropriate experience, knowledge and authority; and

(b) is different from the person or persons whose decision is the subject of the complaint.

- 16.4 Avis' response to the review of a customer's complaint will be in writing and will include:
 - (a) the final decision in relation to the complaint;
 - (b) the reasons for that decision; and
 - (c) the right to take the dispute to external dispute conciliation.
- 16.5 If You do not accept the resolution of Your complaint through our internal dispute resolution process, You may refer the matter to the Australian Car Rental Conciliation Service (ACRCS) facilitated by lodging a complaint online at <https://www.carrentalconciliationau.com> or by calling toll free 1800 366 840.
- 16.6 Avis will participate in ACRCS process in good faith, including by being represented by an employee or representative who has sufficient authority to negotiate and agree an outcome with You. Avis will comply with any directions made by the ACRCS for the conduct of the conciliation. Avis will seek to resolve the matter with You during the conciliation and will consider any recommended resolution.

17 PRIVACY

- 17.1 Any personal information provided by You (whether personal information of You or another individual which You have the necessary consents to provide) may be collected, used and disclosed by Avis for the purposes contemplated by this Rental Agreement (including the Privacy Collection Statement) and Privacy Notice which can be found at www.avis.com.au/privacy. You agree that by entering into this Rental Agreement, You have read the Privacy Collection Statement and Privacy Notice, understood its contents and consented to its requirements.
- 17.2 You must not provide Avis with any personal information of another individual unless You first make them aware of the Privacy Collection Statement and Privacy Notice and have their consent to provide such personal information to Avis.

ANNEXURE A

AVIS®

PRIVACY NOTICE

PRIVACY COLLECTION STATEMENT

We at Avis Australia recognise the importance of protecting your personal information. This collection statement explains how the Avis Group (see 'About Avis' below) protects your privacy and summarises how it collects, uses and discloses personal information about you. For our full Privacy Policy ("our Privacy Notice") please see the Privacy Notice at www.avis.com.au/privacy or contact us to request a copy.

This collection statement applies to personal information we collect and hold about you in Australia only. Because the Avis Group operates a vehicle rental system in many countries, your personal information will also be held in and accessible by Avis Group staff located in other countries.

ABOUT AVIS

'Avis Australia' is the trading name of W.T.H. Pty Limited ABN 15 000 165 855 (WTH) which is a subsidiary of Avis Rent A Car System, LLC., located in the United States. These companies are part of the Avis Group. Through these companies, and their subsidiaries and licensees, the Avis Group manage thousands of Avis car rental locations around the globe.

For this collection statement, **Avis Australia, we, us or our** means WTH and its Avis licensees; **Avis Group** means all Avis companies and licensees world wide.

WHAT PERSONAL INFORMATION DOES AVIS AUSTRALIA COLLECT

ABOUT ME AND HOW DOES IT COLLECT IT?

When you rent a vehicle from Avis Australia, we need to collect certain information from you. The service you use will determine what information we collect from you. That information may include your name, contact details, date of birth, driver's licence number, passport details, payment details, referees, company name and employee number. We may collect information about you from you or through a travel agent, a corporate program, your representatives, one of our partner programs or a credit reporting body. We may also use electronic tools to monitor the location, usage and servicing of your vehicle, including your speed, time, fuel consumption, distances travelled and current and previous locations visited. Some of this information collected by these electronic tools may constitute personal information within the meaning of the *Privacy Act 1988* (Cth).

We are required or authorised to collect some personal information under laws such as the following State/Territory vehicle registration laws: Road Transport (Driver Licensing) Act (ACT), Road Transport Act (NSW), Motor Vehicles Act (NT), Transport Operations (Road Use Management) Act (QLD), Motor Vehicles Act (SA), Vehicle and Traffic Act (TAS), Road Safety Act (VIC) and Road Traffic Act (WA). If we are unable to collect your personal information, this may prevent us from providing our services to you or limit our ability to provide you with the level of service that you would normally expect from us.

Where you provide us with personal information about someone else you must have their consent to provide their personal information to us for the purposes set out in this collection statement.

By providing your personal information, you agree that it will be used and disclosed by Avis Australia in accordance with this statement and our Privacy Notice. If you do not agree you must not provide your personal information and we may not be able to communicate with you or provide certain services to you.

HOW IS MY PERSONAL INFORMATION USED OR DISCLOSED BY AVIS AUSTRALIA?

We may use and disclose your personal information for the following purposes:

General purposes

We use your personal information to:

- provide the services that you request;
- do all things necessary to administer those services;
- research, develop, manage, protect and improve our services and vehicles;
- communicate with you regarding your vehicle, safety, arrangements with us and other matters;
- investigate, prevent and deal with fraud, unlawful activity and breaches of our agreement with you;
- conduct customer satisfaction surveys and inform you of improvements to our services; and
- maintain and develop our software and other business systems.

Disclosure to third parties

We may disclose your personal information to third parties around the world including:

- Other members of the Avis Group
- Your company or organization if you use our services under a corporate account; One of our program partners if you are a member of their frequent traveller program and you have asked us to send them details of your Rental Agreement with us;
- our contracted service providers (including our market research company, mail house and the other service providers described in our Privacy Notice);
- credit card providers;
- credit reporting agencies (see 'Payment default' below) and fraud checking agencies;
- debt collection agencies, if you default in payment of amounts

owed to us;

- councils, government and private organisations responsible for the processing of traffic related infringements or the payment of road and traffic tolls;
- in relation to an accident or claim, insurers, the police and other persons involved in the accident or claim;
- driver licensing authorities; and
- government, regulatory and law enforcement agencies where the disclosure is required or authorised by law.

Use or disclosure for direct marketing purposes

We may use and disclose your personal information to offer you products and services provided by the Avis Group. We may also use your personal information to offer you products and services provided by companies participating in Avis partner programs. We may continue to provide these offers to you by email, telephone, fax or any other form of communication until you opt out. You can opt out by indicating your preference on the Rental Document or by contacting us.

Payment default

If you default in the payment of any rental fees or charges to us, we may give information about you to a credit reporting body for some or all of the following reasons: to obtain a credit report about you; to allow the credit reporting body to create or maintain a credit information file about you; and to list your default and the debt on that credit information file. The information may include information about payment defaults over 60 days in certain circumstances and other information as described in our Privacy Notice.

Disclosures outside of Australia

When you provide us with your personal information, we will enter your details into the centralised Avis Group databases which are located and maintained by the Avis Group and its technology service providers (at the date of this collection statement) in the United States. Depending on how you use our services, your personal information may be accessed by Avis Group personnel.

(a) recipients of your personal information outside Australia may not always comply with Australian privacy laws or similar obligations; (b) we will not be accountable for those recipients under the Privacy Act; (c) you may not be able to seek redress under the Privacy Act; and (d) the recipients may be subject to foreign laws which might compel further disclosures of personal information (e.g. to government authorities).

WHO CAN I CONTACT FOR FURTHER INFORMATION?

If you have any privacy questions or concerns, or wish to exercise your right to access or correct your personal information (subject to exceptions under privacy laws), you can contact our Privacy Officer as follows:

By mail: Data Privacy Officer, PO Box 204 Mascot NSW 1460

By telephone: 02 9353 9033

By email: DPO@abgroup.com.au

Please see our [Privacy Notice](#) for further details about personal information we collect, what we do with it, where we send it, website privacy, the credit reporting bodies we use and your access, correction, complaint and opt-out rights in respect of information held by us and by credit reporting bodies.

Last Updated 19 October 2018

ANNEXURE B

Tollaust Pty. Limited (ACN 050 538 693), trading as Linkt (Linkt), through Avis as Linkt's agent, offers the Linkt Rental Product to You on these Linkt Terms and Conditions.

By signing the Rental Agreement, You accept and agree to be bound by these Linkt Terms and Conditions.

PART A: GENERAL

1 INTERPRETATION

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

- (a) a reference to these Linkt Terms and Conditions includes any variation to it;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a gender includes all genders;
- (d) a reference to a person includes a firm, a body corporate, an unincorporated association or an authority;
- (e) an obligation imposed on two or more parties binds them jointly and severally;
- (f) a reference to a time or date is a reference to that time or date in Melbourne, Australia;
- (g) any reference to dollars and \$ is to Australian currency;
- (h) a provision of these Linkt Terms and Conditions must not be interpreted against Linkt just because Linkt prepared these Linkt Terms and Conditions;
- (i) a reference to any legislation or subordinate legislation includes any modifications or changes;
- (j) headings in these Linkt Terms and Conditions have been inserted for convenience and do not affect the interpretation of these Linkt Terms and Conditions; and
- (k) a reference to a clause or a part is a reference to a clause or a part of these Linkt Terms and Conditions.

2 CREATION OF LINKT RENTAL ACCOUNT

You are a Consumer Customer, Linkt will create a Linkt Rental Account for You in connection with Your use of the Vehicle(s) You have rented from Avis on Toll Roads as agreed under the Rental Agreement, unless You have chosen to use or set up your own valid alternate tolling arrangement before You travel on a Toll Road.

3 YOUR LINKT RENTAL PRODUCT

- (a) The Linkt Rental Product is provided by Linkt to enable the payment of Tolls and Fees relating to Your Trips using Your Vehicle(s) in accordance with these Linkt Terms and Conditions.
- (b) You remain responsible at all times for the acts and omissions of any Authorised Driver and any other person using the Vehicle, including for any Tolls and Fees they incur.

4 WHEN YOU SHOULD CONTACT LINKT

- (a) Any questions regarding Tolls or Fees should first be referred to Linkt.
- (b) You should contact Linkt using the contact details set out in Part D of these Linkt Terms and Conditions as soon as possible if:
 - (i) You change Your email or Your mobile phone number; or
 - (ii) You become aware of anything that may or will affect any payment described in these Linkt Terms and Conditions.

5 TOLLS AND FEES PAYABLE

- (a) This clause 5 applies only to Consumer Customers.
- (b) You must pay the following to Linkt:
 - (i) all Tolls incurred in accordance with clause 6.1;
 - (ii) the Rental Service Fee; and
 - (iii) any other costs reasonably incurred by Linkt in enforcing its rights under these Linkt Terms and Conditions, including any reasonable fees or charges imposed by a third party on Linkt where You have refused or failed to pay any amount under these Linkt Terms and Conditions.
- (c) If You fail to pay any Tolls or Fees as required by these Linkt Terms and Conditions:
 - (i) Linkt may refer that failure to a Credit Reporting Agency, debt collection agency or to Avis who may charge You reasonable additional fees or charges; and/or
 - (ii) Linkt may suspend or cancel the Linkt Rental Account and the provision of the Linkt Rental Product to You.
- (d) Linkt will not be required to refund to You any reasonable additional fees or charges described in clauses 6.1 and 5(c) that are charged to You by a debt collection agency or Avis.

6 PAYMENT

6.1 Charges to Your Linkt Rental Account

- (a) All Tolls and Fees incurred in connection with any Trips undertaken by Vehicles will be charged to the Linkt Rental Account. For the avoidance of doubt, payment by cash is not an acceptable payment method.
- (b) You warrant and represent that You are authorised to have any Tolls and Fees that are incurred in connection with any Trips undertaken by Vehicles charged to the Linkt Rental Account.

6.2 Payment by Nominated Card

- (a) This clause 6.2 applies only to Consumer Customers.
- (b) If You are using a Nominated Card to pay for the rental of a Vehicle or have otherwise provided a Nominated Card for the payment of Tolls and Fees, You:
 - (i) agree that Avis may disclose to Linkt, and You authorise Linkt to receive, all details of Your Nominated Card that are required for Linkt to process Your payment of all Tolls and Fees and to otherwise pay all outstanding balances on Your Account;
 - (ii) warrant and represent to Linkt that You are authorised to use the Nominated Card to meet Your payment obligations under these Linkt Terms and Conditions; and
 - (iii) authorise Linkt to debit amounts from, or credit funds to, the Nominated Card in respect of Tolls and Fees and other amounts payable to, or from, Linkt under these Linkt Terms and Conditions.
- (c) Linkt will debit Tolls and Fees and other amounts payable to, or from, Linkt under these Linkt Terms and Conditions.
- (d) You must immediately provide Linkt with details for an alternative Nominated Card, which can be used to meet Your obligations under these Linkt Terms and Conditions, and an authority for Linkt to debit the alternative Nominated Card, if:
 - (i) the existing Nominating Card is cancelled, suspended or is otherwise not useable; or
 - (ii) the existing Nominated Card Holder cancels Your authorisation to use the existing Nominated Card.

6.3 Recovery of payments

- (a) This clause 6.3 applies only to Consumer Customers.
- (b) You acknowledge and agree that Tolls and Fees incurred by Vehicles for Trips on Toll Roads are a debt due and payable by

You to Linkt.

(c) If You:

- (i) have provided a Nominated Card for the payment of Tolls and Fees under clause 6.2; and
- (ii) You do not pay the amount of those Tolls and Fees in full by the relevant Payment Date,

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

7 ERRORS IN CHARGING TOLLS AND FEES

- (a) This clause 7 applies only to Consumer Customers.
- (b) If Linkt incorrectly credits You an amount in connection with the Linkt Rental Account, Linkt may recover that amount from You provided that Linkt has given You 10 days prior written notice of its intention to do so.
- (c) Linkt will promptly apply any credit due to You in connection with Your Linkt Rental Account by such method as Linkt may reasonably choose.

8 LINKT RENTAL ACCOUNT STATEMENT

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

9 WHAT TO DO IF A VEHICLE OR ITS NUMBER PLATES ARE STOLEN

- (a) You must immediately inform Avis if:
 - (i) a Vehicle is stolen; or
 - (ii) one or both number plates for a Vehicle are stolen.
- (b) If:
 - i) either:
 - (A) a Trip is undertaken by a Vehicle while stolen; or
 - (B) a Trip is undertaken by a vehicle fitted with one or both number plates that have been stolen from a Vehicle; and
 - (ii) Tolls and Fees are charged to a Linkt Rental Account in connection with a Trip referred to in clause 9(b)(i) or 9(b)(ii) (as applicable),

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

10 GST

- (a) Unless otherwise indicated, all Tolls and Fees are inclusive of GST.
- (b) If GST is stated as not to be inclusive, You are liable for any GST payable in accordance with applicable law.

11 LIABILITY

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

12 CONSENT TO USE AND DISCLOSE INFORMATION

- (a) You consent to Linkt using or disclosing any information (including personal information) that You provide to Linkt (or which Avis provides to Linkt, or which Linkt otherwise obtains) only for the purposes contemplated by these Linkt Terms and Conditions (including the exercise of any rights or the performance of any obligations under these Linkt Terms and Conditions) as detailed in Linkt's Privacy Policy (available at www.linkt.com.au/legal/policies/transurban-privacy-policy) or the Linkt Privacy and Credit Reporting Disclosures and Consents document attached at Part B of these Linkt Terms and Conditions.
- (b) If You are a Consumer Customer, You consent to any information (including Personal Information) about Your Linkt Rental Account, and any information You provide to Linkt, being disclosed by Linkt to credit reporting bodies, to debt collection agencies or Avis for the Permitted Purpose (including, but not limited to, in circumstances where You are in payment default).
- (c) If You are Personnel, You consent to any information (including Personal Information) about the Linkt Rental Account, and any information You or the Commercial Customer provide to Linkt, being disclosed by Linkt to:
 - (i) credit reporting bodies to enable Linkt to ascertain the credit rating of the Commercial Customer only, following the date on which Your Linkt Rental Account is opened or at any time thereafter while Your Linkt Rental Product remains open;
 - (ii) Avis, including without limitation personal information including the first name and surname of the Personnel;
 - (iii) to the Commercial Customer, including for reporting purposes in relation to a Linkt Rental Account; and
 - (iv) credit reporting bodies and to debt collection agencies or Avis where the Commercial Customer is in payment default.
- (d) Linkt's Credit Reporting Policy can be found at www.linkt.com.au/legal/policies/transurban-credit-reporting-policy or You can contact Linkt using the contact details set out in Part D of these Linkt Terms and Conditions to obtain a copy.
- (e) You consent to Linkt disclosing any information that is required by law (including by legislation or court order, and including to Avis).
- (f) You consent to Linkt disclosing to Toll Road operators (and the operator's preferred toll service provider) and any State Roads Authority any information (including personal information) required for Toll collection or enforcement.

13 COMPLAINTS, QUESTIONS AND DISPUTES

- (a) If You have a dispute or wish to make a complaint about the Linkt Rental Product, a payment or an amount charged, refunded or not refunded to a Linkt Rental Account, You should contact Linkt. A customer service officer will provide a response with reasons as soon as possible.
- (b) If You believe that Your dispute or complaint has not been properly addressed, You have the right to have the issue reviewed by Linkt's Customer Resolutions Team.
- (c) If You are not satisfied with the response, You may take Your complaint to the Tolling Customer Ombudsman.
- (d) Unless You tell Linkt that You disagree with Your Account Balance within 60 days of receipt of any invoice, You will not be entitled to dispute the Account Balance recorded on the invoice. Where You dispute Your Account Balance, until that dispute is resolved You must continue to comply with these Linkt Terms and Conditions as if the Account Balance recorded on the invoice was correct.
- (e) Where You dispute Your Account Balance, Linkt may (at its discretion):
 - (i) refund to Your Linkt Rental Account all or part of the disputed

- amount; or
- (ii) make other arrangements reasonably necessary to allow for the continued operation of Your Linkt Rental Account, until the dispute is resolved.
- (f) The relevant contact details for Linkt, Linkt's Customer Resolutions Team and the Tolling Customer Ombudsman are each set out in Part D of these Linkt Terms and Conditions.

14 SUSPENSION OR TERMINATION

- (a) Linkt may suspend processing Trips by any or all Vehicles on the Linkt Rental Account if:
 - (i) Linkt is advised by Avis to suspend or close the Linkt Rental Account;
 - (ii) You become bankrupt or appear likely to become bankrupt;
 - (iii) the Commercial Customer who has permitted You (as Personnel) to use the Vehicle(s) in accordance with the Linkt Terms and Conditions is a company and:
 - (A) it becomes insolvent (that is, not able to pay all its debts as and when they become due and payable) or has a receiver, manager, administrator or liquidator appointed, or appear likely to do so;
 - (B) its shareholders pass a resolution for winding up;
 - (C) an application is made for winding up the company, which is not dismissed or withdrawn within 30 Business Days and which results in an order being made for the company's winding up; or
 - (D) it enters into an arrangement, composition or compromise with any creditors;
 - (iv) Linkt considers that a material adverse change has occurred in Your or if You are a Personnel, the Commercial Customer's credit rating;
 - (v) Linkt is required to do so by law; or
 - (vi) for any other reason (including breach of these Linkt Terms and Conditions by You) where Linkt reasonably considers suspension or cancellation of the processing of any or all Trips on the Linkt Rental Account is necessary.
- (b) Linkt may also suspend or cancel the Linkt Rental Account if:
 - (i) Linkt reasonably believes that the Linkt Rental Account or any payment card linked to the Linkt Rental Account or use of Your Linkt Rental Account:
 - (A) is using Linkt's systems to determine the validity of a credit card;
 - (B) poses a risk to Linkt or any third party, including the integrity, security or reliability of Linkt or its systems;
 - (C) was obtained fraudulently or using false details; or
 - (D) is being, or may be being, used for fraudulent, illegal, dishonest or malicious purposes; or
 - (ii) You do not cooperate with any investigation in relation to Your Linkt Rental Account regarding suspected fraudulent, illegal, dishonest or malicious behaviour, or if You refuse to provide any information reasonably requested by Linkt in response to a request made by Linkt in connection with any suspected fraudulent, illegal, dishonest or malicious behaviour.
- (c) For the purposes of these Linkt Terms and Conditions, fraudulent, illegal, dishonest or malicious behaviour means dishonest activity, which may cause financial loss to any persons or entity including theft of money or other property whether or not deception is used at the time.

15 WHEN THESE LINKT TERMS AND CONDITIONS BEGIN AND END

- (a) These Linkt Terms and Conditions will begin on the date on which You drive on a Toll Road using a Vehicle.

- (b) These Linkt Terms and Conditions will:
 - (i) if You are a Consumer Customer, terminate automatically on the earlier of:
 - (A) the date which is 4 months after the date on which the last transaction occurred on the Linkt Rental Account unless earlier terminated in accordance with these Linkt Terms and Conditions; or
 - (B) the date on which the Consumer Customer's liability to pay overdue Tolls and Fees is transferred to Avis in accordance with clause 6.3(c),
 - (ii) if You are Personnel, terminate only when terminated in accordance with these Linkt Terms and Conditions.
- (c) The termination of these Linkt Terms and Conditions does not affect any rights that You or Linkt have against each other that arose at or before the termination, including in relation to any outstanding Tolls and or Fees that You have not paid prior to the termination.

16 NOTICES

- (a) Notices (including any communications or statements) may be given by Linkt to You:
 - (i) by sending an email to Your email address as provided to Linkt by Avis (or as updated by You under clause 4); or
 - (ii) if no valid email has been provided to Linkt, by sending a text message to Your mobile number as provided to Linkt by Avis (or as updated by You under clause 4).
- (b) Notices to Linkt may be sent by email to Linkt's email address, using the contact details available on Linkt's website at www.linkt.com.au/sydney/contact-us.
- (c) Notices take effect from the time they are received (unless a no-delivery message is received by the sender).

17 GENERAL

- (a) These Linkt Terms and Conditions are the entire agreement between You and Linkt about the Linkt Rental Account and the other matters covered by these Linkt Terms and Conditions. The only enforceable obligations and liabilities of You and Linkt about the subject matter are those arising out of these Linkt Terms and Conditions or at law.
- (b) These Linkt Terms and Conditions replace all previous representations, communications and agreements on the subject matter. To the maximum extent permitted by law, the provisions of the *Competition and Consumer Act 2010* (Cth) and the *Fair Trading Act 1987* (NSW) are excluded. Linkt's liability for a breach of any term or warranty under the *Competition and Consumer Act 2010* (Cth) and the *Fair Trading Act 1987* (NSW) which by law cannot be excluded from these Linkt Terms and Conditions is limited to the maximum extent the law allows.
- (c) If any part of these Linkt Terms and Conditions is illegal or unenforceable it will not apply.
- (d) Any provision of these Linkt Terms and Conditions must be read down to the extent necessary to prevent that provision of these Linkt Terms and Conditions from being invalid, voidable or not enforceable in the circumstances. If a provision of these Linkt Terms and Conditions is still invalid, voidable or not enforceable, the relevant word, words or provision will be deleted, and the rest of these Linkt Terms and Conditions will continue to be fully enforceable.
- (e) You will not earn interest on any credit Account Balance or amount You pay to Linkt under these Linkt Terms and Conditions.
- (f) Unless otherwise expressly provided by these Linkt Terms and Conditions, a party does not waive a right, power or discretion just because it:
 - (i) fails to exercise it;

- (ii) only exercises part of it; or
- (iii) delays in exercising it.
- (g) A waiver of one breach of a provision of these Linkt Terms and Conditions does not operate as a waiver of another breach of the same provision or any other provision. A right of Linkt created under these Linkt Terms and Conditions may only be waived in writing signed by Linkt.
- (h) You represent and warrant to Linkt that You have the power, authority and capacity to enter into these Linkt Terms and Conditions.
- (i) You must pay Linkt an amount equal to any costs (including reasonable legal costs) incurred by Linkt in recovering a debt under these Linkt Terms and Conditions from You.
- (j) These Linkt Terms and Conditions and the transactions contemplated by these Linkt Terms and Conditions are governed by the laws of New South Wales.

18 DEFINITIONS

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

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

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

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

Authorised Driver means an individual You validly authorise to drive a Vehicle.

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

Avis means:

- (a) W T H Pty Ltd ACN 000 165 855;
- (b) any Related Body Corporate of W T H Pty Ltd ACN 000 165 855; or
- (c) any franchisee or licensee of any of the entities mentioned in paragraphs (a) to (b) of this definition, as applicable, being the entity with whom You have entered into the Rental Agreement with.

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

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

Commercial Customer means a body corporate, partnership, trust, government department or agency, sole trader or other business or entity that rents a Vehicle for its business use (including for use by its Personnel) and settles Tolls and Fees using a Linkt Rental Account.

Consumer Customer means a consumer, member of the public or other individual renting a Vehicle (including for a business purpose) and settles Tolls and Fees daily using a Nominated Card.

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

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

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

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

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

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

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

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

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

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

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

Intended Recipients means the following parties:

- (a) Credit Reporting Agencies;
- (b) Associated Contractors;
- (c) any bank, financial institution or Clearing House;
- (d) Linkt's professional advisers including legal advisers, accounting advisers and other professional advisers;
- (e) driver licensing and vehicle registration agencies, law enforcement agencies, public revenue authorities, road safety authorities and solicitors in relation to motor vehicle accidents;
- (f) owners and other operators of Toll Roads; and
- (g) persons providing services to any of the entities set out in paragraphs (a) to (f) of this definition.

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

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

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

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

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

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

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

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

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

Nominated Card Holder means a person other than the Consumer

Customer who holds a Nominated Card.

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

Permitted Purposes means any one or more of:

- (a) facilitating the use of and carrying out functions and activities relating to:
 - (i) Tolls and their enforcement;
 - (ii) the Linkt Rental Product;
 - (iii) verification of Your Rental Agreement;
 - (iv) obtaining feedback about the Linkt Rental Product; and
 - (v) analysing information for product development in connection with the Linkt Rental Product System, traffic conditions, travel times and road usage and disclosing aggregate information (including to the public) excluding any Personal Information of Consumer Customers and Commercial Customers including their Personnel;
- (b) disclosure to any State Roads Authority for any purpose in connection with Toll Roads;
- (c) auditing of the Linkt Rental Product System;
- (d) law enforcement;
- (e) the enforcement of a law imposing pecuniary penalty;
- (f) the protection of the public revenue;
- (g) road safety;
- (h) release of information to solicitors acting as agents for their clients in relation to motor vehicle accidents where Linkt is compelled to do so by a court order;
- (i) obtaining advice and professional services on a confidential basis; and
- (j) such other purposes as are permitted by Privacy Laws.

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

Personnel means the directors, officers, agents, employees, individual contractors or subcontractors of a Commercial Customer who are permitted to rent Vehicles.

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

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

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

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

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

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

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

Toll means all toll charges or other fees and charges imposed by

Linkt or the operator of a Toll Road for, or taxes payable in respect of, each Trip taken by a Vehicle for use of that Toll Road.

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

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

Vehicle means the vehicle that has been rented to a Consumer Customer by Avis or a vehicle that is rented to Personnel of a Commercial Customer, pursuant to this Rental Agreement.

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

PART B: PRIVACY AND CREDIT REPORTING DISCLOSURE AND CONSENT

Linkt's combined privacy and credit reporting collection statement

What information is being collected

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

Use

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

Disclosure

Linkt may disclose the information that it collects about You to a State Roads Authority, Intended Recipients, Authorised Information Recipients, Clearing Houses and Linkt's Associated Contractors. Depending on the circumstances, Linkt may also disclose the information that it collects about You to other Credit Providers and Credit Reporting Bodies, insurers, third party toll operators, debt collection agencies, government authorities (where required or authorised by law) and Linkt's related entities.

Overseas disclosures

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

Your rights

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

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

set out below in Part D.

Other credit-related matters

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

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

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

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

CONSENTS

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

- (a) the collection, use, holding and disclosure of Personal Information and Credit-Related Information about You by Linkt in accordance with Linkt's combined privacy and credit reporting collection statement set out above and in accordance with any applicable law;
- (b) collection of Linkt Commercial Rental Product Information or Linkt Consumer Rental Product Information (as applicable) by any Authorised Information Recipient from any person (including from Avis and from video and/or camera surveillance of Toll Roads conducted by Linkt or third parties for traffic management or toll violation enforcement purposes);
- (c) use and disclosure of Linkt Commercial Rental Product Information or Linkt Consumer Rental Product Information (as applicable) by and to Authorised Information Recipients for the Permitted Purposes; and
- (d) disclosure of Linkt Commercial Rental Product Information or Linkt Consumer Rental Product Information (as applicable) in online accounts accessible to any person with access to Your username and password.

PROMISES MADE

- 2 In accepting these Linkt Terms and Conditions, You promise that:
- (a) prior to disclosing any information to Linkt or Avis about You, he or she has obtained Your consent to the matters in clause 1 above; and
 - (b) all information provided to Linkt about You is or will be accurate, complete and up-to-date, and will not be false or misleading.

PART C: FEE SCHEDULE

Fees	Explanation	Amount
Rental Service Fee	The fee charged by Linkt for each day per Rental Agreement where Vehicle incurs a Toll on a Toll Road.	\$3.30 (including GST) per calendar day, for each calendar day that any single Vehicle incurs a Toll on a Toll Road (of which a referral fee of \$0.99 including GST is remitted to Avis by Linkt). You agree that the Rental Service Fee will be as revised from time to time in accordance with the Rental Agreement.

PART D: CONTACT DETAILS

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

ANNEXURE D

PRICING SCHEDULE

Fee	Rate	Clause
Late return charge	\$45.54 per day, in addition to the applicable daily rental rate for each day or part thereof that the return is delayed.	6.3
One Way Fee	A predetermined fee that appears on Your rental document or \$2.28 per kilometre.	6.2
Card surcharge	AU – 1.29% Visa, MasterCard, American Express and Diners Card.	15.1(d)
Collection costs	\$85.39 plus 10% per annum interest on outstanding rental charges.	15.8(b)
Recovery costs	Determined by type of recovery.	12.3
Roadside Callout Fee	Determined by type of callout. Minimum \$255.62 per callout.	5.4
Professional Cleaning Charge	\$28.50 administrative fee plus the cost of professional cleaning arranged by Avis.	5.7

Note: all Rental Charges and coverage charges, including Excess amounts and Loss Damage Waiver are as specified on Your Rental Document. Amounts indicated above are inclusive of GST and admin fees, with the exception of card fees and premium location surcharge.