



HIRE & RECOVERY AGREEMENT

PART A – Hire Terms and Conditions

1. Hire Form

The parties agree that the hire details and the principal charges for the Rental Vehicle at the time of collection of the Rental Vehicle are as set out in the Hire Form.

2. Delivery Inspection Report

- a. You agree that the Rental Vehicle is in an undamaged condition save as otherwise acknowledged by you and GDCR on the Delivery Inspection Report. It is Your responsibility to check the condition of the Rental Vehicle when You collect it, and You agree to return the Rental Vehicle in the same condition it was in when You collected it.
- b. You agree that GDCR's depiction of damage and of the other details of the Rental Vehicle at the time of collection are as set out in the Delivery Inspection Report.

3. General

- a. You agree that it is your responsibility to ensure that you and any Additional Driver hold a current driver's licence (that is not a learner's permit) which is valid for the Rental Vehicle and the likely duration of the Hire Period.
- b. You agree to provide the driver's licence of each Additional Driver to GDCR before they drive the Rental Vehicle.
- c. You agree that you will notify GDCR immediately if You or an Additional Driver are disqualified from driving or have your driver's licence suspended, endorsed or cancelled.
- d. You warrant that neither you nor any Additional Driver:
- e. have had motor vehicle insurance declined, a motor vehicle insurance policy cancelled or had special conditions applied by any motor vehicle insurer in the last 5 years;
- f. (Have been convicted of an alcohol or drug-related traffic offence, been disqualified from driving or had a driver's licence suspended, endorsed or cancelled in the last 5 years; or
- g. (Suffer from a physical or mental condition or impairment that may interfere with your ability to control and drive the Rental Vehicle.
- h. You warrant that you and any Additional Driver are at least 21 years of age and that no person under the age of 21 will drive the Rental Vehicle unless authorised in writing by GDCR.
- i. You agree that you must not attempt to transfer or sublease the Rental Vehicle or any rights or obligations under this Agreement. Any attempted transfer or sublease of the Rental Vehicle by anyone other than GOCR is void.

- j. Neither You nor any Additional Driver are (or shall be deemed to be) an agent, servant or employee of GDCR for any reason or purpose.

4. Credit Card Payment Authority

- a. You warrant that you (whether alone or with another person or other people) own the credit or debit card provided to GDCR and that You will be responsible for all amounts charged to that card.
- b. You hereby irrevocably and unconditionally authorise GOOCR to charge that card for all amounts payable by you under this Agreement.
- c. Where the card is not in your name, you warrant that you are authorised to permit GOOCR to charge it for all amounts payable by you under this Agreement.
- d. If you dispute any amount charged, then you must contact GOOCR within 21 days of receiving notice of the charge. GDCR will deal promptly with any dispute and, if it reasonably considers that any amount should be refunded to you, it will promptly credit that amount to the card supplied. If you are dissatisfied with any determination made by GDCR in this respect, you are required to have your grievance dealt with pursuant to the dispute resolution process in clause 27.
- e. Your card may be so charged for up to 180 days following the return of the Rental Vehicle, notwithstanding it could have been charged when the Rental Vehicle was returned.
- f. We may charge an amount to your credit or debit card to confirm it is valid and that you are the card owner. Once the card is confirmed, we will immediately refund the card. Depending on Your card issuer, it can take up to 30 days for the refund to appear on your card statement.

5. Returning Vehicle and Repossession

- a. You agree to immediately return the Rental Vehicle to GDCR to the Return Location at the end of the Hire Period.
- b. You remain bound by the terms of this Agreement until GDCR has inspected and accepted the return of the Rental Vehicle during Business Hours.
- c. If You do not return the Rental Vehicle when required by this Agreement, then following an oral demand or a written demand under clause 22 that You return it, GDCR may take steps to repossess the Rental Vehicle where and when it is found. You authorise GOOCR to enter any premises owned or occupied by you or, where necessary, you agree to make all reasonable efforts to obtain the right for GOOCR to enter any premises in order to repossess the Rental Vehicle.
- d. If the Rental Vehicle is found illegally parked, apparently abandoned or is being used in a manner prohibited under this Agreement, then GOOCR may, after making reasonable attempts to contact You, recover the Rental Vehicle without making a demand. To the extent permitted by law, you waive any right to any hearing or to receive any notice or legal process as a precondition to GDCR recovering the Rental Vehicle in accordance with this clause.
- e. You must reimburse GDCR for its reasonable costs of repossessing the Rental Vehicle.
- f. Except to the extent that GDCR is at fault, you indemnify GDCR against any Claim made by any third party, resulting from GDCR's repossession of the Rental Vehicle.

6. Maintenance and Safety

- a. You and any Additional Driver must keep the Rental Vehicle locked with all windows closed and the keys under your personal control, when not in use.
- b. You and any Additional Driver must comply with all applicable road safety laws and regulations.
- c. You acknowledge that you are responsible for maintaining the Rental Vehicle in a roadworthy condition for the duration of the Hire Period or otherwise whilst the Rental Vehicle is in your possession, custody or control. If you are advised by GDCR that the likely Hire Period will span the normal maintenance intervals for the Rental Vehicle, then it is your responsibility to return the Rental Vehicle to GDCR on any date specified for a changeover to a replacement vehicle.
- d. You must ensure that the tyre pressures are maintained at the levels indicated on the door jam or pillar of the Rental Vehicle.
- e. If the Hire Period continues for more than 30 days, then you agree to check the amount of engine oil, AdBlue, coolant, and brake fluid in the Rental Vehicle at appropriate intervals and maintain them at normal levels.
- f. You agree that You will, as soon as practicable, stop driving and park the Rental Vehicle where safe to do so and contact GDCR if:
 - g. the Rental Vehicle is damaged in any way;
 - h. the Rental Vehicle breaks down;
 - i. You become aware of a fault in the Rental Vehicle; or
 - ii. Upon any warning lights or messages becoming illuminated or displayed in the Rental Vehicle, and not recommence driving the Rental Vehicle unless authorised to do so by GDCR

You agree that:

- a. You will not arrange for the Rental Vehicle to be moved, make any repairs to the Rental Vehicle or undertake any maintenance unless authorised in writing by GDCR or in the case of an emergency where GDCR's authorisation cannot reasonably be obtained, and subject to Your obligations under clauses 6(b), (c), (d), (e) and (f);
- b. You are liable for any unauthorised towing, repair or maintenance costs incurred by You and You agree to indemnify GDCR against any Claim made by any third party in respect of those costs and to pay to GDCR the cost associated with any remedial works deemed necessary by GDCR to rectify any unauthorised work; and
- c. GOCR will not reimburse You for any towing, repair or maintenance costs it has authorised, unless You produce such receipts and other information or documents GDCR may reasonably require.

7. Hire Charges

Subject to clauses 15 to 20, you agree to pay to GDCR the following Hire Charges.

Daily Hire Charges

The daily rate noted on the Hire Form for each Hire Day. The minimum charge will be the daily rate for one Hire Day unless otherwise stated in the Hire Form.

Delivery and Pickup Fee

A charge noted on the Hire Form for delivering the Rental Vehicle to and/or collecting the Rental Vehicle from any location as requested by You.

Location Fee

A charge of up to \$150.00 where you return the Rental Vehicle to a location other than the Return Location.

Accident Excess Reduction (AER)

The amount for an optional Accident Excess Reduction (AER) as accepted by you and noted on the Hire Form, calculated for each Hire Day.

Underage Accident Excess Reduction (UAER)

The amount for an optional Underage Accident Excess Reduction (UAER) as accepted by you and noted on the Hire Form, calculated for each Hire Day.

Provisional Driver Fee

A daily charge noted on the Hire Form if you or an Additional Driver is the holder of a provisional licence.

Vehicle Registration Recovery (VRR) Fee

A charge noted on the Hire Form in respect of operating costs including, but not limited to, vehicle registration, compulsory third-party insurance, stamp duty on vehicle purchases and transport accident charges.

Excess Kilometre Charge

A charge noted on the Hire Form for each kilometre driven in excess of the kilometre allowance of 100km per day, averaged over the duration of the Hire Period.

After Hours Fee

A charge noted on the Hire Form for delivering and/or collecting the Rental Vehicle outside Business Hours.

Administration Fee

The percentage rate noted on the Hire Form in relation to administration functions undertaken in respect of the hire of the Rental Vehicle.

8. Additional Charges

You agree to pay to GDCR the following Additional Charges.

Fuel Charges

- a. A charge to refuel the Rental Vehicle at the per litre rate noted on the Hire Form where You fail to return the Rental Vehicle with the same level of fuel as recorded on the Hire Form.
- b. The Fuel Charge will be calculated as follows: Missing fuel level (either 100%, 75%, 50% or 25%) x fuel tank size x per litre rate noted on the Hire Form.

Surcharges

- c. A charge of 1.5%, or such higher percentage as set by GDCR's financial institution, for any amount charged to your credit or debit card.

Breakdown Roadside Assistance

- d. The cost of providing breakdown roadside assistance, where the problem is not caused by a problem inherent to the Rental Vehicle.
- e. A minimum charge of \$150.00 (exclusive of GST) or such higher reasonable charge depending on the distance travelled and time and/or difficulty associated with the recovery of the Rental Vehicle, for the cost of recovery and/or towing of the Rental Vehicle (to GDCR's premises, police compound or a vehicle assessment/repair facility), in the event of an Accident or if You lose the Rental Vehicle keys.
- f. A minimum charge of \$150.00 (exclusive of GST) for returning the Rental Vehicle keys and/or remote door opening devices to a location other than the Return Location.
- g. A minimum charge of \$150.00 to a maximum of \$3,000.00 (exclusive of GST) for the cost of replacing lost Rental Vehicle keys and/or remote door opening devices.

Excessively Dirty Vehicle Cleaning Charge

- h. A charge for cleaning an Excessively Dirty Vehicle, including (the fee charged will depend on the extent of cleaning required to be determined at GDCR's sole discretion):
 - i. a fee of \$150.00 (exclusive of GST) for a basic detail (being an interior and exterior clean); or
 - ii. a fee of \$280.00 (exclusive of GST) for a deluxe detail (being a basic detail plus deodorising the carpet, cleaning the door jams, and cleaning all internal leather, vinyl and plastics); or
 - iii. a fee of \$380.00 (exclusive of GST) for a full detail (being a deluxe detail plus an interior steam clean and an exterior cut and polish); and/or
 - iv. a fee of \$380.00 (exclusive of GST) if there is any evidence someone has smoked in the Rental Vehicle or if the Rental Vehicle has been used to carry animals (excluding registered service animals).

- i. You agree that the Rental Vehicle will be deemed an Excessively Dirty Vehicle if you, any Additional Driver or any other occupant(s) smoke any substance inside the Rental Vehicle, or if the Rental Vehicle is used to carry animals (excluding registered service animals).

Tolls

- j. You are responsible for payment of any tolls incurred during the Hire Period or otherwise whilst the Rental Vehicle is in your possession, custody or control. GDCR will charge You the amount of any toll plus an administration fee of \$3.00 (exclusive of GST) per toll capped at \$12.00 (exclusive of GST) to reimburse GDCR for the administrative cost incurred in processing the toll.

Interest

- k. Interest will be calculated daily at the rate being 4% above the Cash Rate Target set by the Reserve Bank of Australia on any amount that remains unpaid after the expiry of 7 days after the issue of a tax invoice by GDCR.

Return of Vehicle Outside Business Hours

- l. If the Rental Vehicle is returned outside Business Hours, then you will be charged the Full Daily Hire Charge for each day until GDCR inspects and accepts the return of the Rental Vehicle on the next Business Day.

Collection Expenses

- m. You must reimburse GDCR for its reasonable costs and expenses incurred in collecting any amount payable under this Agreement from You.

Infringement Notices

- n. If a traffic, parking or toll infringement notice is received by GDCR relating to the use of the Rental Vehicle during the Hire Period or otherwise whilst the Rental Vehicle is in your possession, custody or control, then GDCR will:
 - o. Advise the relevant authority that you were the driver of the Rental Vehicle at the time of the infringement. The authority will then issue the infringement notice to You;
 - p. Charge you an administration fee of \$33.00 (exclusive of GST) for each infringement notice received to reimburse GDCR for the administrative cost incurred in processing the infringement notice.

Non-Return of Vehicle Fee

You will be charged a non-return of Rental Vehicle fee at the Full Daily Hire Charge for each day the Rental Vehicle is not returned in accordance with clause 5(a).

Registration Checking Fee

A charge of \$22.00 where You fail to provide GDCR with acceptable proof of registration of Your Vehicle before the Rental Vehicle is returned, being the cost of requesting registration details from the relevant roads authority.

9. Your Liability

- a. Subject to clauses 10, 11 and 23, You are responsible, to the fullest extent permitted by law, for all actual and consequential damages suffered by GDCR during the Hire Period, including

damages arising from an act of God, such as hail, storm, bushfire or flood, or when the Rental Vehicle is otherwise in Your possession, custody or control, and resulting from your use or possession of the Rental Vehicle.

- b. Notwithstanding anything in this clause or any other clause, there is no cap or limit on your liability to GDCR resulting from any use of the Rental Vehicle for a Prohibited Use, by a Prohibited Person or for a Total Liability Use.

10. Accident Damage Excess (ADE) and Underage Accident Damage Excess (UADE)

- a. Your liability to GOCR for damages is limited to the amount of the ADE, as noted on the Hire Form, for each incident that results in loss or damage, save in the circumstances specified in clauses 10(b), 10(c), 10(d) and 14 and subject to you making payment to GDCR of the ADE. If the damages are less than the ADE, then you will be reimbursed the difference between the damages and the ADE paid by you. If the damages are caused by a third party and you have complied with your obligations under clauses 12 and 13, then we will refund the ADE to you when the damages are recovered from the third party and/or their insurer.
- b. If You or an Additional Driver is under the age of 25 and have possession, custody or control of the Rental Vehicle when it is lost, stolen or damaged, then Your liability to GDCR for damages is limited to the combined total of the ADE and UADE, as noted on the Hire Form, for each incident that results in loss or damage, save in the circumstances set out in clauses 10(c), 10(d) and 14 and subject to You making payment to GDCR of the ADE and UADE. If the damages are less than the combined total of the ADE and UADE, then you will be reimbursed the difference between the damages and the ADE and UADE paid by you. If the damages are caused by a third party and you have complied with your obligations under clauses 12 and 13, then we will refund the ADE and UADE to you when the damages are recovered from the third party and/or their insurer.
- c. Your liability for damages suffered by GDCR due to water damage to the Rental Vehicle (other than by total or partial immersion) is limited to the amount of the ADE or ADE and UADE (whichever is applicable) plus \$2,200 (exclusive of GST).
- d. Notwithstanding anything in this clause or any other clause, and irrespective of whether You pay for excess reduction, You accept that where You have the benefit of Your own insurance cover or any other policy owned or available to You that covers You in respect of the Rental Vehicle under this Agreement, GDCR or its insurer will be entitled to seek an indemnity from Your own insurer or other available insurer to the extent that Your cover stands in priority to GDCR's own insurance in respect of any claim.

11. Accident Excess Reduction (AER) and Underage Accident Excess Reduction (UAER)

- a. You may purchase optional AER and UAER which may reduce Your liability under clause 10 for damages suffered by GDCR.
- b. If AER is offered to and accepted by You, as noted on the Hire Form, then Your liability to GDCR for damages is limited to the Reduced ADE, as noted on the Hire Form, for each incident that results in loss or damage, save in the circumstances specified in clauses 10(d), 11(c), 11(d) and 14 and subject to You making payment to GDCR of the Reduced ADE. If the damages are less than the Reduced ADE, then you will be reimbursed the difference

between the damages and the Reduced ADE paid by you. If the damages are caused by a third party and you have complied with your obligations under clauses 12 and 13, then we will refund the Reduced ADE to you when the damages are recovered from the third party and/or their insurer.

- c. If, in addition to AER, UAER is offered to and accepted by You, as noted on the Hire Form, then if You or an Additional Driver are under the age of 25 and have possession, custody or control of the Rental Vehicle when it is lost, stolen or damaged, then Your liability to GDCR for damages is limited to the combined total of the Reduced ADE and Reduced UADE, as noted on the Hire Form, for each incident that results in loss or damage, save in the circumstances specified in clauses 10(d), 11(d) and 14 and subject to You making payment to GDCR of the Reduced ADE and Reduced UADE. If the damages are less than the combined total of the Reduced ADE and Reduced UADE, then you will be reimbursed the difference between the damages and the Reduced ADE and Reduced UADE paid by you. If the damages are caused by a third party and you have complied with Your obligations under clauses 12 and 13, then we will refund the Reduced ADE and Reduced UADE to You when the damages are recovered from the third party and/or their insurer.
- d. Your liability for damages suffered by GDCR due to water damage to the Rental Vehicle (other than by total or partial immersion) is limited to the Reduced ADE or Reduced ADE and Reduced UADE (if applicable) as noted on the Hire Form plus \$2,200.00 (exclusive of GST).
- e. AER and UAER offered by GDCR are not insurance policies.

12. Accidents involving the Rental Vehicle

- a. You must report any Accident (no matter how minor and irrespective of whether it results in damage to the Rental Vehicle) to GDCR as soon as possible after the Accident occurs but, in any event, not later than 24 hours after the Accident.
- b. You must assist GDCR (at GDCR's cost and direction) in respect of any claim or action brought by or against GDCR or its related entities in respect of any Accident, including attending court to give evidence.
- c. You must not make any offer of compromise, payment, settlement or give any waiver, release, indemnity or make any admission of liability to the at fault party or insurer or any person or entity holding themselves out as agents of the at fault party in relation to the Accident (other than a true statement made under compulsion of law).
- d. Any papers or other documents received by you concerning the Accident must be promptly given to GDCR. You further agree to take reasonable steps to ensure that any other person who receives any such papers or documents concerning the Accident provide those papers and documents promptly to GDCR.
- e. GDCR may, in the reasonable exercise of its discretion, refuse to provide a replacement vehicle after an Accident.
- f. By entering into this Agreement, You consent to and authorise GDCR to obtain copies of any police witness statements or reports made in relation to the Accident and details of any police charges against you.
- g. In the event of an injury to you or a passenger in the Rental Vehicle or in any other vehicle involved in the Accident, You must:
 - i. Promptly report the Accident to the local police (if required by law); and

- ii. Promptly report the name and address of any injured person (and the nature of the injury/injuries suffered) to GDCR.

13. Rental Vehicle Accident Procedures

- a. In the event of an Accident involving the Rental Vehicle and a third party, You must obtain from the other driver:
 - i. His/her name;
 - ii. Address;
 - iii. Telephone number;
 - iv. Insurance company details;
 - v. License number;
 - vi. Vehicle registration;
 - vii. Vehicle make/model; and
 - viii. Police Event Number (if one has been created).

Where practicable, you must take photographs of the damage to the Rental Vehicle and any other vehicle or object involved in the Accident, preferably with the vehicle(s) or object(s) still in situ immediately following the Accident.

You must obtain the details of any witnesses to the Accident, including their name and contact details.

You must provide all information GDCR reasonably requests concerning the Accident within 48 hours of any request. Without limiting the foregoing, You must deliver to GDCR a fully completed and correct claim form, including any police witness statements or reports, within 48 hours of the Accident.

14. Total Liability

Prohibited Uses

The Rental Vehicle must never be used:

- a. recklessly, or with deliberate intent to cause injury, loss or damage;
- b. in any location or region reasonably specified by GDCR as an area or region which is prohibited;
- c. for committing an illegal or unlawful act (including a traffic offence which will not automatically result in the loss of Your driver's licence);
- d. for racing or undertaking reliability trials or other contests;
- e. for driving instruction;
- f. outside the State in which the Rental Vehicle was hired, unless authorised in writing by GDCR;
- g. for conveying passengers for hire or reward, unless authorised in writing by GDCR;
- h. to carry animals;
- i. to carry more persons than may be properly accommodated by the seat belt restraints;
- j. to carry a greater load than that for which the Rental Vehicle was built or as prescribed in the Rental Vehicle manual;

- k. for hauling any goods that are incorrectly or inappropriately loaded or for the haulage of which the Rental Vehicle was not designed (including any hazardous materials, such as any gases or substances which may form explosive mixtures);
- l. for towing a trailer or any other vehicle, unless the Rental Vehicle has a tow bar, in which case You have permission from GDCR to tow a trailer provided the weight and dimensions of the item being towed do not exceed the specified capacity of the Rental Vehicle as prescribed in the Rental Vehicle manual; or
- m. As a place wherein any person is permitted or able to smoke cigarettes or any other substance.

Prohibited People

The following people are not to drive the Rental Vehicle or otherwise be in control of the Rental Vehicle:

- a. any person other than You or an Additional Driver;
- b. any person who is Intoxicated by any substance;
- c. any person who is required by law to have a Smart Start or other interlock device fitted to any vehicle they drive;
- d. any person who is under the age of 21 years, unless authorised in writing by GDCR;
- e. any person who is the holder of a learner's permit; or
- f. any person who is disqualified from driving or is the holder of a suspended, endorsed or cancelled driver's licence, or who does not hold a current driver licence valid for the Rental Vehicle for the likely duration of the Hire Period.

Total Liability Uses

You will be fully responsible and liable for damages under clause 9, even if you have accepted AER and/or UAER, where the Rental Vehicle is:

Used on any road or other surface which is not sealed, other than a road under repair, or a road notified to you by GDCR as being unsuitable for use, unless the Rental Vehicle is a Four-Wheel Drive (4WD) Vehicle;

- a. driven in any Alpine Resort during the gazetted snow season or in any other area under conditions where a reasonable person would use snow chains, unless authorised by GDCR in writing in advance of such use;
- b. driven on any beach or in any other area exposed to saltwater;
- c. driven in any area or under any circumstances (including crossing a waterway or transporting a vehicle across a waterway) where the Rental Vehicle becomes partially or totally immersed in water;
- d. refuelled with fuel other than that which is recommended by the Rental Vehicle manufacturer;
- e. sustains mechanical damage as a consequence of non-compliance with clause 6;
- f. not locked and its keys are not secured;

- g. involved in an Accident and You or the Additional Driver fail to exchange details with all involved parties;
- h. involved in an Accident and You provide dishonest information to GDCR in relation to the Accident;
- i. involved in an Accident and You fail to report the Accident to GDCR within 24 hours;
- j. repaired or maintained in breach of clause 6(g)(i); or
- k. Driven in any other area or region specified to you by GDCR as an area or region in which the Rental Vehicle must not be used.
- l. Responsibility for Accessories
- m. You will be fully responsible and liable for damages under clause 9 for any Accessories, even if you have accepted AER and/or UAER for the Rental Vehicle. AER and UAER do not apply to any loss of or damage to Accessories.

Personal possessions:

You are responsible for loss or damage to your or your passenger's personal possessions in the Rental Vehicle even if it was not Your fault. Your liability will not be limited under clauses 10 or 11. Loss or damage to personal possessions is not covered by the AER or UAER.

You agree to indemnify and hold GDCR harmless to the maximum extent permitted by law from any Claim by a third party against GDCR for loss or damage with respect to any personal possessions.

You must remove all your and your passenger's personal possessions from the Rental Vehicle before returning it to GDCR. GDCR takes no responsibility for personal possessions left in the Rental Vehicle or brought onto its premises. If an electronic tag or pass is left in the Rental Vehicle, GDCR will take no responsibility for any amount charged to the associated toll account.

If the Rental Vehicle is used for a Prohibited Use, by a Prohibited Person or for a Total Liability Use then:

to the extent permitted by law, You will lose the benefit of any limitation on Your liability for damages suffered by GDCR, even if You have accepted AER and/or UAER; and

You will be responsible, to the fullest extent permitted by law, for the actual and consequential damages to GDCR.

PART B – Authority to Act Terms and Conditions

15. Recovery Claim

- a. Subject to clause 18, you are liable to GDCR for the Hire Charges.
- b. To enable sufficient time for the Recovery Claim to be finalised, GDCR will not seek payment of the Hire Charges from You for a period of 180 days from the date of the issue of an invoice by GDCR.

16. Appointment as Agent

You agree to irrevocably appoint GDCR as Your agent, representative and attorney to select and instruct a Recovery Firm to prosecute the Recovery Claim on your behalf on the following terms.

For the avoidance of doubt, you authorise GDCR to:

- a. Negotiate the terms, conditions and costs upon which the Recovery Firm will prosecute the Recovery Claim;
- b. Provide instructions to the Recovery Firm to commence legal proceedings in Your name to recover the Hire Charges and to prosecute and/or appeal those proceedings;
- c. Provide instructions to the Recovery Firm to settle the Recovery Claim on terms and for an amount GDCR in its absolute discretion, considers to be reasonable;
- d. instruct the Recovery Firm to release other parties from liability on Your behalf, including by executing a deed or consent orders, but excluding any claim for personal injury and without prejudice to any other recovery rights You may have;
- e. authorise the Recovery Firm to receive and deposit any monies arising out of the Recovery Claim and to pay from those monies the Hire Charges and any interest thereon recovered to GDCR after deducting and paying any amount owed to any other person or entity that incurred costs associated with the Recovery Claim, including the Recovery Firm, without any further authorisation or instruction being necessary; and
- f. Receive and accept any notices required to be sent to you by the Recovery Firm and to provide any direction to the Recovery Firm which may be necessary in relation to the deposit, transfer or transit of trust monies.

17. Costs of Recovery Claim

The costs of prosecuting the Recovery Claim will be paid from the proceeds (including any amount recovered for interest or legal costs) of the Recovery Claim. If the costs exceed the proceeds, then GDCR will pay the difference.

18. Payment and Indemnity

Provided you do not breach clause 19, GDCR will:

- a. accept any amount recovered from the At Fault Party or Insurer (including any amount recovered for interest or legal costs) in full satisfaction of the Hire Charges;
- b. Release you from any further liability for the Hire Charges. This will occur even if we fail to recover any amount at all; and
- c. Indemnify you with respect to any adverse costs order made against you in legal proceedings to recover the Hire Charges.
- d. If You breach clause 19 but GDCR nevertheless provides instructions to the Recovery Firm to settle the Recovery Claim pursuant to clause 16(b)(iii), then You will pay to GDCR on demand that portion of the Hire Charges which could not be recovered from the At Fault Party or Insurer by reason of Your breach.

- e. Notwithstanding anything in this clause or any other clause, You remain liable for payment of the Additional Charges

19. Warranties and Covenants

You warrant that:

- a. You are (and were at the time of the Collision) the owner or bailee of the Rental Vehicle. Alternatively, you represent and warrant to GDCR that You are duly authorised to sign and enter into this Agreement for and on behalf of the owner or bailee;
- b. You were not at fault for the Collision;
- c. At the time of the Collision, Your vehicle was registered and roadworthy and You held a current driver's licence valid for Your Vehicle and for the likely duration of the Hire Period;
- d. Prior to the Collision, You used Your Vehicle to meet Your transport needs and desires and, but for the Collision, You would have continued to use Your Vehicle to meet those needs and desires;
- e. You are hiring the Rental Vehicle as a result of the Collision so that You do not have the inconvenience that You will otherwise suffer by not having a vehicle readily available to use, whilst Your Vehicle is being repaired or replaced;
- f. If, subject to clause 14(a)(vii), the Rental Vehicle is to be used to meet Your business needs, then the income You will earn by using the Rental Vehicle for business purposes will exceed the cost of hiring the Rental Vehicle;
- g. You do not have the ability to use any other vehicle to meet Your transport needs and desires whilst Your vehicle is being repaired or replaced;
- h. You have the right to recover the Hire Charges and have not assigned or otherwise transferred that right to any third party;
- i. You have provided full disclosure to GDCR of any and all Loss and Damage You have suffered as a result of the Collision; and
- j. You have provided all relevant information to GDCR and that it is true and correct in every particular. You acknowledge that GDCR has relied on the accuracy of that information when considering its preparedness to accept the obligations in clauses 17 and 18.

You covenant that:

- a. You will act in the best interests of GDCR in connection with the Recovery Claim;
- b. You will co-operate with GDCR and the Recovery Firm and do all things reasonably necessary to assist with the Recovery Claim, including executing witness statements or affidavits, appearing in court to give evidence and providing any information or documents reasonably necessary for the proper prosecution of the Recovery Claim;
- c. You will use your best endeavours to ensure the repair or replacement of Your Vehicle proceeds without any delay;
- d. You will immediately notify GDCR once the repairs to Your Vehicle have been completed or You have received a total loss payout, and thereafter immediately return the Rental Vehicle to GDCR;
- e. If Your Vehicle is a total loss, then You will immediately provide GDCR with a copy of any notice(s) or letter(s) You receive advising You of this fact and/or about any payout;

- f. You will immediately notify GDCR if Your Vehicle is moved from one location or repairer to another location or repairer;
- g. You will immediately return the Rental Vehicle to GDCR at the end of the Hire Period;
- h. You will not withdraw Your instructions for the Recovery Firm to prosecute the Recovery Claim;
- i. You will not withdraw Your authority for GDCR to act as Your agent, representative and attorney;
- j. You will only provide instructions to the Recovery Firm via GDCR;
- k. Where another person or entity (for example, Your Insurer) seeks to recover, on Your behalf, any property loss or damage (in addition to the Charges) suffered by You as a result of the Collision, You will give control and carriage of any legal proceedings commenced on Your behalf for that purpose to the Recovery Firm, provided that the Charges are also being (or are intended to be) claimed in those legal proceedings;
- l. You will not do anything to compromise the Recovery Claim, including by making an admission of liability in respect of the Collision or purporting to release the At Fault Party or Insurer from Your recovery rights by signing a form of release (or otherwise) or by engaging in unreasonable conduct that delays the repair or replacement of Your Vehicle.

20. GST

If:

- a. The Hire Charges are paid by You from the proceeds of the Recovery Claim;
- b. You are registered for GST;
- c. Your Vehicle is registered or used for business purposes; and You may be entitled to claim an Input Tax Credit for the GST component of the Hire Charges; Then You will pay the amount of any GST that is withheld within 14 days of the issue of an invoice to You by GDCR.

PART C – General Terms and Conditions

21. General

- a. Except to the extent otherwise implied by law, the terms and conditions set out in PART A – Hire Terms and Conditions, PART B – Authority to Act Terms and Conditions and PART C – General Terms and Conditions as made available to You at the time of execution of this Agreement, constitute the entire agreement between the parties and supersede all prior representations, promises, understandings or agreements, whether oral or written, concerning the subject matter of this Agreement, and may only be modified in writing signed by both parties.
- b. Unless otherwise specified, critical terms used in this Agreement are capitalised and bear the meaning set out in the Definitions in clause 30.
- c. You warrant that you have provided all relevant information to GDCR and that it is true and correct in every particular. You acknowledge that GDCR has relied on the accuracy of Your information in deciding to take on the obligations under this Agreement.
- d. You acknowledge and agree that:

- e. This Agreement is an exempt agreement and is NOT regulated by the Consumer Credit Code.
- f. GDCR may appoint and instruct a Recovery Firm that is a related entity, within the meaning of the Corporations Act 2001 (Cth).
- g. GDCR may pay referral fees to third parties in connection with your hire of the Replacement Vehicle.
- h. GDCR does not organise or coordinate nor it is liable or responsible for the repair, storage, movement or disposal of Your Vehicle, unless otherwise agreed.
- i. GDCR may assign or transfer its rights and/or obligations under this Agreement. In the event of such assignment, you will remain bound by this Agreement.

22. Notice of Demand

Any written notice or demand required to be given under this Agreement will be sufficiently made:

- a. If left at Your address as provided to GDCR;
- b. If the notice or demand is posted by prepaid post to Your address as provided to GDCR, in which case it will be deemed to have been received by You two Business Days after the date on which the notice or demand was posted;
- c. If made by facsimile, email, SMS or other electronic form on the numbers or electronic addresses provided to GDCR; or
- d. If the notice or demand is sent electronically, then it will be deemed to have been received by You on the day on which and at the time at which it appears from the notice or demand to have been sent.

23. Limited Liability and Indemnity

- a. You may have certain rights and remedies (including, without limitation, consumer guarantee rights) that cannot be excluded, restricted or modified by this Agreement. Nothing in this clause operates to exclude, restrict or modify those rights and remedies (Non-Excludable Obligations).
- b. Except in relation to Non-Excludable Obligations, all conditions, warranties, guarantees, rights, remedies, liabilities or other terms implied or conferred by statute, custom, or the general law that impose any liability or obligation on GDCR, are expressly excluded under this Agreement.
- c. Limitation of liability
- d. Except in relation to Non-Excludable Obligations, GDCR's liability to You arising directly or indirectly under or in connection with this Agreement is limited as follows:
- e. GDCR will have no liability whatsoever to You for any loss, harm, damage, cost or expense (including legal fees) in the nature of special, indirect or consequential loss or damage (including, without limitation, economic loss, loss of contract, loss of profit or revenue, loss of opportunity, loss of production, production stoppage or loss of data); and
- f. the aggregate of GDCR's liability to You is otherwise limited to an amount not exceeding the amount paid by You to hire the Rental Vehicle.
- g. In relation to Non-Excludable Obligations, GDCR's liability to You for a failure to comply with any Non-Excludable Obligation is limited to:
- h. in the case of services, supplying the services again or payment of the cost of having the services supplied again; and

- i. In the case of goods, replacing the goods, supplying equivalent goods or repairing the goods, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

24. Cancellation

- a. You have the right to terminate this Agreement within 7 days of the Commencement Date, without giving any reason; (Cancellation Period) provided that:
- b. You notify GDCR of Your decision in writing;
- c. You immediately return the Rental Vehicle, in accordance with this Agreement; and
- d. You pay GDCR the Full Daily Hire Charge for each day the Rental Vehicle was hired, at the time you return the Rental Vehicle.
- e. Your termination rights are otherwise governed by clause 25.

25. Termination

- a. GDCR may, by notice to you under clause 22, immediately terminate this Agreement if it reasonably believes that you have committed a breach of this Agreement.
- b. If GDCR terminates this Agreement, then You must return the Rental Vehicle immediately and pay the Prescribed Amounts within 7 days.

26. Severance

Any part of this Agreement shall be severable without affecting any other part of this Agreement.

27. Dispute Resolution

- a. If you have a complaint or if You wish to dispute any matter relating to Your hire or use of the Rental Vehicle under this Agreement, then You agree that before commencing any legal proceedings You must follow the dispute resolution process set out below.
- b. In the first instance, you must notify GDCR during Business Hours of Your complaint and provide GDCR with such information (written or oral) as You may be requested to provide to facilitate proper discussion and consideration of the complaint.
- c. If your complaint is not resolved within 10 working days of its notification, then the matter will be referred to mediation that is to take place within 10 days of the referral.
- d. The Mediator will be as agreed between the parties or, in the event that there is no such Agreement, as selected by the CEO of the Australian Disputes Centre (ADC) Level 16, 1 Castlereagh Street, Sydney.
- e. Unless otherwise agreed, the mediation shall be conducted in accordance with the ADC's standard form Mediation Agreement and Guidelines as published from time to time.
- f. Each party shall bear its own costs associated with the Mediation and share the Mediator's costs on a 50/50 basis.
- g. If the complaint is not resolved at Mediation (but only in that event), then either party may then commence legal proceedings with respect to the matter.

28. Telematics

Vehicle Monitoring System

- a. The Rental Vehicle may be fitted with a Vehicle Monitoring System which can be used to open and close the Rental Vehicle and track and record the geographical location, distance and speed of the Rental Vehicle during the Hire Period. It can also be used to immobilise the Rental Vehicle if you fail to pay any amount due under this Agreement or if GDCR has reasonable grounds to suspect the Rental Vehicle is being used for a Prohibited Use.
- b. You agree that GDCR can use the Vehicle Monitoring System for the above purposes. You also agree that GDCR can collect, hold, use and disclose the data collected by the Vehicle Monitoring System in accordance with the Privacy Policy in clause 28.
- c. GDCR may take action on the basis of Your driving behaviour and driving behaviour data (including, but not limited to geolocation, speed, mileage, braking, and damage data) derived from in-vehicle telematics and other devices or gauges or on the basis of other criteria relevant to Your rental and usage of the Rental Vehicle. Actions may include suspension or termination of your ability to continue to rent vehicles from GDCR. GDCR may also provide or sell this information to third parties.

29. Privacy

- a. You acknowledge that GDCR will collect Personal Information about You and any Additional Driver from You and third parties.
- b. You authorise GDCR to collect, hold, use and/or disclose Your Personal Information to third parties. Those third parties may include, among others:
- c. lead generation, call center and marketing providers;
- d. tow truck companies in relation to the towing of Your Vehicle and/or the Rental Vehicle;
- e. motor vehicle fleet companies in relation to the hire of the Rental Vehicle to You, which includes Orix, whose Collection Statement can be found at https://www.imintheright.com.au/public/docs/collection_statement.pdf
- f. panel beater, mechanic and motor vehicle repairers in relation to the repair of Your Vehicle and/or the Rental Vehicle;
- g. roads and traffic authorities or toll operators in relation to traffic, parking and toll infringements;
- h. finance brokers, dealerships, cross hire partners, insurers, insurance brokers, motor vehicle assessors or investigators in relation to the Recovery Claim and/or any motor vehicle accident involving the Rental Vehicle;
- i. police in relation to the Recovery Claim, your hire of the Rental Vehicle (including any attempt to recover the Rental Vehicle from You) and/or any motor vehicle accident involving the Rental Vehicle;
- j. the Recovery Firm or any other legal practitioners retained in relation to the Recovery Claim and/or any motor vehicle accident involving the Rental Vehicle;
- k. legal practitioners retained in relation to any claim for personal injury; and

- l. Debt collectors, insurers, government agencies, hosting providers, software developers and/or infrastructure support providers for the operation of our business and provision of services to you.
- m. Further information about the circumstances under which we collect, use, hold, disclose and sell Personal Information can be found in our Privacy Policy and Collection Notice.
- n. You undertake to take reasonable steps to:
 - o. ensure that You, any Additional Driver and any other concerned individual is aware that GDCR may collect Personal Information about them and disclose it to third parties set out in clause 28(b); and
 - p. Protect Personal Information that is transmitted, stored or otherwise processed by us from accidental or unlawful destruction, loss, alteration, unauthorised disclosure and/or access.
- q. You warrant that:
 - r. You are entitled and authorised to upload, input, transfer and/or disclose the Personal Information that you provide to us; and
 - s. You have provided the appropriate notifications and procured all necessary consents, permissions and authorisations to allow GDCR and its personnel to collect, hold, use, sell and disclose the Personal Information without breaching any applicable law or any person's rights.
 - t. You must indemnify us from and against all and any loss suffered or incurred by us arising out of or in connection with your breach of the warranties set out in clause 28(e).
 - u. You consent to GDCR obtaining, while there is any obligation outstanding under this Agreement, any address for You that has been provided to any authority holding drivers' licensing or vehicle registration information and, accordingly, authorise and direct any such authority to give address details to GDCR, or its authorised agent, immediately upon request.
 - v. You have the right to request access and a correction to Your Personal Information that GDCR holds. You also have a right to make a complaint about the way in which GDCR manage Your Personal Information. To gain access to, seek correction of, or complain about the handling of Personal Information that GDCR holds about You, you may contact GDCR at 42 Connell road Oakleigh, godrovecarrentals@gmail.com
 - w. You must notify GDCR as soon as possible upon becoming aware of any unauthorized use of Your GDCR account.

30. Definitions

Terms capitalised throughout this Agreement are defined as follows:

"Accessories" means keys and remote door opening devices, any removable equipment supplied with the Rental Vehicle including, but not limited to, child restraint seats and satellite navigation devices (which may or may not attract an additional charge for usage), tyres, tools (supplied with the Rental Vehicle), SD card, telematics, roof racks and tow bar, which are only to be used:

With the Rental Vehicle as originally supplied or such vehicle as GDCR supplies as a replacement for the Rental Vehicle; and

In accordance with all instructions and operational information provided.

"Accident" means any accident between the Rental Vehicle and any other object, including another vehicle, or any other incident or occurrence that results in the Rental Vehicle being damaged, lost or destroyed;

"Additional Charges" means all the amounts payable by you as set out in clause 8;

"Additional Driver" means any person, in addition to you, who is not a Prohibited Person and is authorised in writing by GDCR to drive the Rental Vehicle.

"ADE" means the Accident Damages Excess as referred to in clause 10 and noted on the Hire Form.

"AER" means the Accident Excess Reduction as referred to in clause 11 and noted on the Hire Form.

"At Fault Party" means any individual or entity responsible, including vicariously, for the Collision and the resulting Loss and Damage.

"Business Day" means a day that is not a Saturday, a Sunday, a public holiday or a bank holiday in the State in which the Rental Vehicle was hired.

"Business Hours" means 9.00am-5.00pm on a Business Day.

"Cancellation Period" has the meaning given in clause 24(a)(a).

"Claim" includes all issues, disputes, damages, including without limitation, negligence claims, demands, debts, accounts, expenses, costs, liens, actions, proceedings, complaints or differences of any or every kind, name, nature or description which a third party has now, had or might have had or might assert in the future.

"Collision" means the motor vehicle collision involving Your Vehicle on the date of the accident.

"Commencement Date" means the later of:

- a. the date and time specified on the Hire Form as the time of commencement of the Hire Period; or
- b. When the Rental Vehicle is delivered to You or to a location requested by You.

"Daily Rate" means the daily rate noted on the Hire Form.

"Delivery Inspection Report" means the report that is referred to in clause 2.

"Excessively Dirty Vehicle" means a Vehicle which requires cleaning beyond GDCR's standard cleaning practice, being a general exterior and interior clean using regular cleaning products, water high pressure cleaner and vacuum taking no longer than 15 minutes and not requiring steam cleaning, specialised cleaning products or specialised third party cleaners.

"Four Wheel Drive (4WD) Vehicle" means a vehicle capable of powering all four wheels simultaneously if the 4-wheel drive mode is engaged by the driver but excludes an 'All Wheel Drive (AWD) Vehicle' which in normal operation distributes power differentially to each wheel.

"Full Daily Hire Charge" means all Hire Charges and Additional Charges payable by you under this Rental Agreement for each Hire Day.

"Hire Charges" means all the amounts payable by you as set out in clause 7.

"Hire Day" means each calendar day, or part calendar day, on which you have possession, custody or control of the Rental Vehicle.

"Hire Form" means the form referred to in clause 1 on which all personal and Rental Vehicle details are recorded, which is completed at the time the Rental Vehicle is hired.

"Hire Period" means the period during which the Rental Vehicle is hired by you, beginning at the Commencement Date and ending at the time when:

- a. You are notified that the repairs to Your Vehicle have been completed;
- b. You receive a total loss payout;
- c. GDCR notifies You of the date when the period is to end and requests that You return the Rental Vehicle on that day;
- d. You return the Rental Vehicle to GDCR during Business Hours, pursuant to clause 24;
- e. You return the Rental Vehicle to GDCR during Business Hours following expiry of the Cancellation Period;
- f. GDCR repossesses the Rental Vehicle; or
- g. When the Police are notified that the Rental Vehicle is lost, stolen or otherwise misappropriated (being the time recorded on the Police Report of the incident);
- h. Notwithstanding any other clause of this Agreement, the Rental Vehicle must be returned before the effluxion of 730 days from the Commencement Date.

"Insurer" means any person or entity that has agreed to, or may be called upon to, indemnify any party, including You, for the Hire Charges, or any part thereof.

"Intoxicated" means where the driver is under the influence of any drug, substance or intoxicating liquor to the extent that the person's ability to control the Rental Vehicle is impaired or where the driver's blood level of any drug or alcohol is in breach of the applicable State or Territory legal limit, or where the driver refuses or fails to provide a breath, blood or other sample when lawfully required to do so by or on behalf of the Police or as required by any law of the applicable State or Territory.

"Loss and Damage" means any and all property loss and damage suffered by you as a result of the Collision, including the Hire Charges, but excluding any claim for personal injury.

"Non-Excludable Obligation" has the meaning given in clause 23(a).

"Personal Information" has the meaning given to that term in the Privacy Act 1988 (Cth).

"Prescribed Amounts" means:

- a. the Hire Charges;
- b. the Additional Charges;
- c. any loss, damage or expense incurred by GDCR.

"Privacy Laws" means all applicable data protection and privacy laws in any applicable jurisdiction, including the Privacy Act 1988 (Cth).

"Prohibited Person or People" has the meaning given in clause 14.

"Prohibited Use" has the meaning given in clause 14.

"Recovery Claim" means a claim for the recovery of the Hire Charges by way of damages from the At Fault Party or Insurer arising from the Collision.

"Recovery Firm" means such law firm or mercantile recovery agent GDCR may in its absolute discretion elect to instruct to prosecute the Recovery Claim on Your behalf.

"Reduced ADE" means the Reduced Accident Damages Excess referred to in clause 11 and noted on the Hire Form.

"Reduced UADE" means the Reduced Under-Age Accident Damages Excess referred to in clause 11 and noted on the Hire Form.

"Rental Vehicle" means the motor vehicle described on the Hire Form, or any alternate motor vehicle that GDCR supplies to You, whether as a replacement, upgrade or otherwise, and includes all Accessories in or fitted to the Rental Vehicle by the manufacturer or by GDCR.

"Return Location" means the location from which the Rental Vehicle was hired.

"Total Liability Use" has the meaning given in clause 14.

"UADE" means the Under-Age Accident Damage Excess as referred to in clause 10 and noted on the Hire Form.

"UAER" means the Under-Age Accident Excess Reduction as referred to in clause 11 and noted on the Hire Form.

"VRR" means the costs referred to in clause 7(f).

"Your Vehicle" means your registered motor vehicle.

"You / Your" means the Customer.

"GDCR" Means Go Drive Car Rentals