



Thrifty Car Rental - Terms and Conditions

The terms and conditions set out below form part of the Rental Agreement (**RA**) between the company identified in the RA (**Us, We, Our**) and the Hirer (**I, You, Your**) to hire the vehicle identified in the RA (**Vehicle**). Hirer means the person/company named in the RA as the Hirer and any person/company who provides a Credit Card Authority to Us. In hiring the Vehicle You confirm that you have read, understood and accepted these terms and conditions. Capitalised terms have the same meaning as given to those terms in the RA.

1. VEHICLE CONDITION

- (1) You acknowledge receiving the Vehicle from Us:
 - (a) in a good and clean condition except as specified in the Vehicle Details and Conditions Report;
 - (b) with manufacturer supplied tools, tyres, accessories and equipment, keys, the mobile global positioning system and accessories (**GPS**), where applicable, and any other items specified on the Vehicle Details and Condition Report or in the RA;
 - (c) with the seal of the odometer unbroken; and
 - (d) with the Check Out Odometer Reading and Fuel Reading set out in the RA.
- (2) You agree to maintain tyre pressure, fluid and fuel at the proper operating levels and to immediately report to Us any defect.

2. RETURN OF VEHICLE

- (1) You agree to return the Vehicle to Us:
 - (a) in the same condition in which You received it (fair wear and tear excepted);
 - (b) to the Return Location in the RA by the Return Date and Time in the RA;
 - (c) with all of the items described in Clause 1(1)(b) in good condition;
 - (d) with a fuel reading at least equal to the Check Out Fuel Reading in the RA unless You have purchased Pre Paid Fuel from Us at the commencement of the hire; and
 - (e) including where supplied the GPS.
- (2) We must be notified and agree to any extension of the period of hire, in advance of the Return Date. If You fail to return the Vehicle to Us by the Return Date & Time, the Vehicle will be immediately reported to the Police as having been stolen.
- (3) We may take possession of the Vehicle without prior demand if it is illegally parked or if, in Our opinion:
 - (a) it is being used, in contravention of any law or of a term of this RA; or
 - (b) it has apparently been abandoned.
- (4) You will be responsible for the Vehicle and the Hire will continue until We make Our final inspection (including where the inspection cannot take place for some time e.g. You return the Vehicle to a location which is unattended or the Vehicle is returned outside the hours of operation).

3. USE OF VEHICLE

- (1) You agree that the following persons must not drive the Vehicle (unless authorised by Us in writing):
 - (a) a person who is not identified under "Hirer and Driver Information" in the RA or in a Credit Card Authority;
 - (b) a person who does not hold a current unrestricted motor vehicle driver's licence for the particular class of Vehicle hired (learner permits and provisional licences are not acceptable);
 - (c) a person whose breath or blood alcohol concentration exceeds the maximum lawful concentration or who is intoxicated or who is under the influence of any drug, toxic, or illegal substance;
 - (d) a person who has given Us or for whom You have given Us a false name, age, address or driver's licence details;
 - (e) a person, whose driver's licence has been cancelled, endorsed or suspended within the last three years; or
 - (f) a person who is under the age of (21) years.
- (2) You agree that the Vehicle must not be used by You or by any Authorised Driver (unless authorised by Us in writing):
 - (a) if the Place of Hire is in NSW, QLD, VIC or SA the Vehicle must not be used in WA, NT or TAS;
 - (b) if the Place of Hire is in WA, NT or TAS the Vehicle must not be used out of the state or territory of hire.
 - (c) (except where Snowpak coverage is purchased) above the snow line being either the entrance to national parks in which snow falls or areas in which snow chains are required to be fitted (by the relevant authority);
 - (d) on any unsealed road (being a road not sealed with a hard material such as tar, bitumen or concrete) unless the Vehicle is a 4WD in which case it may also be used on graded unsealed roads. No Vehicle (including 4WDs) may be used on off road conditions. Off road conditions include but are not limited to fire trails, beaches, sand, tracks, fields or paddocks;
 - (e) to carry persons for hire or reward, to carry any inflammable, explosive or corrosive materials or to carry any animal or pet;
 - (f) to propel or tow any vehicle (not being a trailer), or to propel or tow any trailer with a load in excess of the capacity of the trailer, towing

mechanism or Vehicle;

- (g) to carry any greater load, number or persons or for use in a manner or for a purpose for which the Vehicle was not designed and constructed, or to carry any greater number of persons than the Vehicle has seat belts (particularly as seat belts must be worn by all occupants of the Vehicle);
 - (h) for racing, pacemaking, reliability trials or hill climbing, or being tested in preparation for those purposes;
 - (i) in contravention of any criminal legislation, any legislation involving a penalty, or for any illegal purpose whatsoever;
 - (j) in contravention specifically of any road safety laws in force from time to time where the Vehicle is being driven; or
 - (k) if We have directed You or any Authorised Driver not to drive the Vehicle or if the Vehicle is damaged or unsafe;
- (3) You must keep the Vehicle locked at all times whilst it is unattended.

4. CHARGES

- (1) You agree to pay on demand all of the following charges for the period up until return to or recovery by us of the Vehicle (whether or not charges are detailed in the RA):
 - (a) all charges at the rates described under "Rental Charges" in the RA. Daily rates apply to each consecutive 24 hour period commencing from the Check Out Time;
 - (b) the Damage Recovery Fee (**DR Fee**) and Single Vehicle Accident Fee (**SVA Fee**) in the RA;
 - (c) the cost of repair or reinstatement of loss or damage where loss or damage cover offered by Us does not apply;
 - (d) where You breach any of Your other obligations under this RA (without limiting any other right We have), such sum as is necessary to compensate Us for Our loss or damage as determined by Us acting reasonably;
 - (e) all fines, penalties and other similar charges incurred by You or any other driver of the Vehicle, or any such charges logged against the Vehicle during Your period of hire plus Our administration fee per event;
 - (f) all applicable goods and services tax (**GST**), Premium Location Surcharge, stamp duty and any other government taxes or duties that may apply;
 - (g) (unless You have purchased Pre Paid Fuel at the commencement of the hire) our charge for adding fuel to the Vehicle up to the Check Out Fuel Reading, which will include a service charge;
 - (h) the cost to Us of recovering the Vehicle in the circumstances described in Clause 2(3);
 - (i) the replacement cost of any lost keys;
 - (j) where You fail to return any of the items described in Clause 1(1)(b) in good condition, the cost to Us of replacing the same.
- (2) Final charges will be determined after a final inspection by Our representative which will be made as soon as practicable after return to, or recovery by Us of the Vehicle.

5. PAYMENT OF CHARGES

- (1) You hereby irrevocably and unconditionally authorise Us to charge to Your credit card and/or to charge to Your account (as nominated respectively under "Payment Information" in the RA or in the Credit Card Authority) all charges payable by You under this RA. Such charge will be considered a demand for the purposes of clause 4.
- (2) If You fail to make full payment of any charge due to Us:
 - (a) You agree to pay to Us:
 - (i) interest on all outstanding charges at a rate of 9% per annum. You agree that such interest is a genuine pre estimate of Our costs. Payments received will be credited firstly against any accrued but unpaid interest; and
 - (ii) Our costs of recovering or attempting to recover from You outstanding charges, including any mercantile agent's costs, and legal costs on a full indemnity basis; and
 - (b) We shall be entitled to list Your payment default/s with the Credit Reference Association of Australia or other relevant credit reference organisations, which You acknowledge may affect Your credit rating.

6. LOSS OR DAMAGE COVER OFFERED BY US

- (1) All Vehicles are provided with Standard Cover (**SC**). Under SC, You will have the cover provided in clause 7 below subject to the conditions and exclusions in Clauses 8 and 9. All Our Vehicles have Compulsory Third Party (**CTP**) insurance.
- (2) You may reduce the DR Fee and SVA Fee by accepting either Premium Protection (**PP**) or Ultimate Protection (**UP**). Please note that PP and UP may not be offered in certain locations.
- (3) If You choose PP, You will be provided Standard Cover. In addition Your DR Fee will be reduced to the amount stated on the RA. The SVA Fee will still apply.
- (4) If You choose UP, You will be provided Standard Cover and the DR Fee and SVA Fee will be nil. In addition, tyre and windscreen damage (described in Clause 9(e)) is covered when the damage is accidental.

(5) **SC, PP and UP are subject to You and any Authorised Driver complying with the terms and conditions contained in this RA. If you breach the terms and conditions, you may not be covered by the SC, PP or UP and You will be liable for all damage or loss suffered or incurred by Us in relation to, or arising out of, any such breach or incident.**

7. STANDARD COVER

(1) Subject to the conditions set out in Clause 8 and the exclusions to cover set out in Clause 6(6) and Clause 9, We will pay for:

- (a) the amount of any accidental loss or damage to Our Vehicle (including prior accident value or repair costs), Our assessment fees, towing and storage fees, Our legal and investigative expenses, Our loss of rental revenue and Our service charges; and
- (b) any amount which You are legally held liable to pay, as a result of an accident caused by Your use of the Vehicle, for loss or damage to property other than any property owned by You (or any relative, associate, passenger or any person known to You) or any property in Your physical or legal control.

(2) In the event of an incident involving loss or damage, You will be required to pay the DR Fee and, where applicable, the SVA Fee as set out in the RA.

8. CONDITIONS OF COVER

The payment referred to in clause 7(1) is subject to:

- (a) You not being in breach of any terms or conditions contained in or implied by this RA;
- (b) Your payment (in respect of each separate incident), regardless of cause/fault, of the DR Fee;
- (c) Your payment (in respect of each separate incident), regardless of cause/fault, of the SVA Fee stated on the RA where the incident covered is a Single Vehicle Accident (**SVA**), being an incident in which:
 - (i) no other motor vehicle is involved (e.g. rollovers, collisions with animals, trees, pedestrians etc); or
 - (ii) another motor vehicle is involved but:
 - (A) that other motor vehicle or its driver has not been identified to Us; or
 - (B) at the time of the incident the Vehicle was moving in reverse and that other motor vehicle was stationary; or
 - (C) at the time of the incident that other vehicle was parked;
- (d) You promptly reporting to Us and the police or other relevant authority, and in any event within 24 hours, any incident involving loss or damage to the Vehicle or any other property or injury to any person;
- (e) You providing such information and assistance as may be requested by Us including, but not limited to, being interviewed by an investigator, or attending any Court hearing, and if necessary, authorising Us to bring, defend or settle legal proceedings. However, We shall have sole conduct of any such proceedings;
- (f) You giving to Us promptly every summons, complaint, demand or notice in relation to any loss or damage;
- (g) You submitting to any tests required by the police to determine the concentration of alcohol or drugs in Your blood;
- (h) You not leaving or decamping an accident without providing full particulars to all relevant persons and authorities;
- (i) You not being covered under any policy of insurance covering the loss or damage in which case You will not be covered by Us;
- (j) You not providing any false information, nor engaging in any fraudulent activity, in respect of Your hire of the Vehicle or in Your dealings with any law enforcement officer or authority during the period;
- (k) You not, without Our consent, making or giving any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability.

9. EXCLUSIONS TO COVER AND LIABILITY

You must always pay the cost of and are liable for and Clauses 6 and 7 do not cover:

- (a) damage or loss caused to the Vehicle or third party property as a result of You breaching the RA;
- (b) damage or loss arising from Theft, where the Vehicle is left unlocked or unsecured or You have not kept the keys secure;
- (c) damage or loss where the Vehicle is totally or partially immersed in water regardless of cause;
- (d) damage or loss to the interior of the Vehicle, which requires professional cleaning, deodorising or repair;
- (e) (unless UP is taken) damage or loss to the tyres, such as punctures, cuts, abrasions or to the windscreen such as chips, cracks and stars;
- (f) damage or loss caused by use on construction sites, mines and unsealed roads;
- (g) overhead damage being damage or loss sustained to the Vehicle or any other property caused by driving the Vehicle into or under any object of the same or a greater height than the base of the Vehicle's front windscreen, or damage caused by persons placing objects on the roof of the Vehicle;
- (h) damage or loss caused to any part of the pantech or box section or convertible roof;
- (i) damage or loss to the undercarriage of the Vehicle or to any other property arising from contact between the undercarriage and any object, obstruction or road surface regardless of cause.
- (j) damage or loss to the tailgate lifter, ramps and associated equipment during usage of those items;

- (k) damage or loss to the Vehicle or third party property caused by You failing to secure properly any load or equipment;
- (l) damage or loss caused to the Vehicle or third party property by loading or unloading to or from the Vehicle;
- (m) damage or loss to the Vehicle deliberately caused by You or by You using the Vehicle in a dangerous or reckless manner;
- (n) damage or loss to the Vehicle whilst being transported, ferried or towed without Our authority, or whilst the Vehicle is taken off the mainland or across any waterway whatsoever or used in any unauthorised area;
- (o) the cost of towing or salvage of the Vehicle in or from a remote or sparsely populated area;
- (p) damage or loss caused to the Vehicle through the use of snowchains or roof racks;
- (q) costs or expenses incurred including legal costs (on a full indemnity basis) and interest as a result of Your failure to deliver immediately every summons, complaint, demand or notice in relation to any loss or damage;
- (r) damage to or loss of any personal property owned by You (or any relative, associate, passenger or any person known to You) or any third party, including personal property left in the Vehicle, or any property received, handled or stored by Us at any time;
- (s) Your death or personal injury or the death or personal injury of any other person except to the extent that it is caused by Our negligence;
- (t) damage or loss to the GPS; and
- (u) damage or loss suffered by Us as a direct or indirect result of You providing false information, or engaging in any fraudulent activity, in respect of Your hire of the Vehicle or Your dealings with any law enforcement officer or other authority during the hire period, and We reserve the right to recover an amount from You in respect of such losses.

10. GPS

- (1) You are solely responsible to install and place the GPS in the Vehicle in a manner that:
 - (a) avoids interference with Vehicle controls and safety devices including airbags;
 - (b) prevents personal injury and property damage in the event of an accident.
- (2) Prior to leaving the rental premises, You must verify that the GPS is functioning. **Do not operate the controls of the GPS while You are driving.**
- (3) You must return the GPS to the counter of the original rental location, or other pre-approved location.
- (4) If You accept SC or purchase PP or UP, we will not waive Your responsibility for any loss or damage to the GPS even though the GPS is considered to be an accessory to and part of the Vehicle. Your liability in the event of any loss or damage to the GPS will be \$400.00 (AUD) or the cost to repair the GPS, if repairable in Our discretion, including a reasonable administration fee for handling.
- (5) You must not leave the GPS in the Vehicle unattended.

11. GENERAL PROVISIONS

- (1) We reserve the right to refuse hire of another vehicle to You following any incident or accident or where You have breached a term of this RA.
- (2) We reserve the right to refuse hire of another GPS to You, if You damage, destroy or lose the Unit while on rent to You.
- (3) No Hirer, driver or passengers in the Vehicle shall be deemed to be Our agent, servant or employee, in any manner or for any purpose whatsoever.
- (4) To the fullest extent permitted by law, all terms, conditions and warranties which would otherwise be implied are hereby expressly excluded. No clause in this RA is intended to exclude, restrict or modify any non-excludable terms implied by, or rights which You may have under the Trade Practices Act 1974 (Cth) or any other Federal, State or Territory legislation in Australia to the same effect.
- (5) Whenever We are permitted to limit Our liability under State and/or Federal statute for breach of an implied condition or warranty, Our liability is limited to, at Our option, the replacement, repair or re supply of the Vehicle or the reimbursement of the Rental Charges.
- (6) To the fullest extent permitted by law, we are not liable for any indirect, special, incidental or consequential damage, or loss of profits or loss of earnings, suffered by You or any other person due to any breach of this RA by Us and You release and indemnify Us (including for legal costs) from any such claim.
- (7) None of Our rights under this RA may be waived except in writing by one of Our officers.
- (8) Words used in this RA and/or noted on the RA include all genders and singular words include the plural.
- (9) You warrant that all information supplied in connection with this RA, whether before or after the date hereof, is or shall be true and correct in all respect, and that You will immediately notify Us of any such changes.
- (10) References in clauses 6, 7, 8 and 9 to "You" or "Your" shall include the Hirer and all Authorised Drivers in the RA.
- (11) Where "You" are more than one person Your obligations under this RA are joint and several. "Person" includes a company.
- (12) This RA is governed by the laws of New South Wales and You submit to the non exclusive jurisdiction of the Court of New South Wales.