



RENTAL AGREEMENT PART B
TERMS AND CONDITIONS

(Effective 1 November 2004)

INTERPRETING YOUR RENTAL AGREEMENT

1. The Rental Agreement is between Red Back Rentals and the Hirer and 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, which is defined as ("Part A"), and these terms and conditions. In these Terms and Conditions: "Authorised Driver" means: An additional Driver who is listed on and signs Part A.
In this Agreement the word "Owner" means **RED BACK RENTALS** named on the face hereof and its agents. The word "Vehicle" means the vehicle hired, its components, spare parts and all associated equipment. The parties to this Agreement are the Hirer and **RED BACK RENTALS**.
2. Any person who signs this agreement shall be deemed to be the Hirer and shall be bound by all the terms and conditions of the Agreement. This agreement may not be transferred or assigned to any other person without consent in writing of the Owner.
3. In the event of an accident or incident which might give rise to any claim by any person against the Owner or the Hirer for injuries or damage to persons or property in anyway arising out of the use or possession of the vehicle by the Hirer a report will be made in writing to the Owner within 24 hours after the event by the Hirer.
4. The Hirer is strictly liable for the loss of or any damage suffered to the vehicle whilst in the possession of the Hirer subject to clause 5 hereof.
5. Where the Hirer pays a liability fee on or before the commencement of the hiring, his liability under clause 4 shall not exceed \$2200.00 plus excess (if applicable) will apply provided that the benefit of this clause shall not apply:
 - (a) If loss or damage occurs with respect to a tyre of the vehicle;
 - (b) Where the vehicle is driven by a person other than the Hirer or any authorised driver(s) named on the face hereof;
 - (c) Where the vehicle is driven by a person who is under age of twenty-one (21) years or who does not hold a current driver's licence;
 - (d) If the driver of the vehicle is under the influence of liquor or a drug or whose blood alcohol concentrations as determined by a breath test exceeds that permitted by law or who, upon requirement lawfully made by a police officer in connection with his driving of the vehicle, fails to provide as prescribed a specimen of breath or blood for analysis;
 - (e) With respect to the making of this agreement or to the reporting of any incident occurring during the hire period, the Hirer has made any false or misleading statements to the Owner;
 - (f) If the Hirer or any authorised driver does not give full assistance and co-operation (at their own expense) to the Owner in the investigation of any such incident or in the prosecution of legal rights possessed by the Owner against third parties arising out of any such incident;
 - (g) With respect to the Hirer having breached other provisions of this agreement;

- (h) Where liability is incurred to a third party from the use of the vehicle the Hirer and authorised driver(s) shall indemnify the Owner for an claim made against the Owner;
 - (i) In the event of a single vehicle accident, full company excess applies \$2200.00 plus age excess (if applicable);
 - (j) If the underbody of the vehicle, including tyres and rims is damaged regardless of the cause. This also extends to any damage to third party property caused by an impact with the underbody of the vehicle;
 - (k) If the vehicle is totally & partially immersed in water regardless of cause;
 - (l) If the interior/glass of the vehicle is damaged regardless of cause;
 - (m) If the overhead of the vehicle is damaged regardless of cause.
- 6.** The Hirer is fully responsible for any lost, stolen or mislaid equipment or components of the vehicle and it is the Hirer's responsibility to keep the vehicle secure. In the event of the vehicle being stolen, the vehicle keys must be returned to Red Back Rentals along with Stolen Vehicle Report for insurance to apply. The Owner may terminate this agreement and without notice repossess the vehicle in the event that:
- (a) The Hirer fails to pay and hiring charges when due;
 - (b) The Owner considers that the conduct of the Hirer shall prejudice the Owner's rights in the vehicle and/or the vehicle's equipment;
 - (c) If the Hirer commits any breach of this Agreement. Without bias to the rights of the Owner to regain possession from the Hirer any moneys due hereunder or any damages for breach hereof the Owner may enter into or upon any premises where the vehicle may be situated for the purposes of repossessing the vehicle. The Hirer indemnifies the Owner in respect of any claim, damages or expenses arising out of any action taken under this clause.

The Hirer undertakes that the vehicle will be returned to the Owner at the place on the face hereof and (except in the case of express agreement for the extension endorsed on the face hereof) no later than the date and time specified on the face hereof in the same condition as when received. In the event of the vehicle not being returned by the time of termination of the period of hire, additional rental shall be charged for the vehicle at an hourly rate being one third of the applicable daily rate and the full amount of the hirer's liability package.

7. FINANCIAL OBLIGATIONS

You are responsible at all times and will pay the company by allowing and authorizing the debiting of the credit card/deposit or on demand for the balance for the following charges:

- (a) All rental charges specified on Page 1.
- (b) All charges claimed from the company in respect of parking or any other traffic violations incurred during the period of hire or until such later time as the vehicle is returned to the Company.
- (c) All charges for repair to the motor vehicle (including loss of use), legal expenses, assessment fees, towing and recovery, storage and Company service charges where this agreement or special condition on Page 1 has been breached.

Special Note: If you have paid by use of a credit card or directed the Company to bill charges to some other person, corporation, firm or organization who or which fails to make payment when due, you will immediately pay the full amount due to the Company on demand.

8. While the vehicle is being hired to Hirer will not:

- (a) Allow any lien to be created in respect of the vehicle for repairs or otherwise;
- (b) Abandon the possession of the vehicle;
- (c) Sell, offer for sale, assign, mortgage, pledge or sub-let the vehicle or any interest of the Owner therein;

- (d) Tow or propel any vehicle or trailer without prior consent of the Owner to convey any load in excess of that for which the vehicle was constructed;
- (e) Drive the vehicle on anything but regularly maintained roads;
- (f) Interfere with the distance recorder or speedometer or, except in an emergency, any part of the engine transmission, braking or suspension systems of the vehicle.

9. AGE LIABILITY – BASIC LIABILITY OF (\$2,200) TWO THOUSAND TWO HUNDRED DOLLARS PLUS:

- (a) Drivers over 21 years, but under 25 years – **ADDITIONAL \$1,100.00** (One Thousand One Hundred Dollars).

PRIVACY POLICY

We at **Red Back Rentals** are committed to protecting and maintaining the privacy of Your personal information. On 21 December 2002, new provisions of the Commonwealth Privacy Act 1988 (Privacy Act) came into effect. The new provisions regulate the handling of personal information (for example, name and address details) by Australian private sector organizations. This policy explains how **Red Back Rentals** protects Your privacy and summarises how we collect, use and disclose personal information that you might provide us. When you make an application to use our service you consent to us using and disclosing Your personal information consistent with this policy. Please refer to the section in this policy titled "What You consent and agree to". This policy is applicable to personal information that we hold about you in Australia.

WHAT PERSONAL INFORMATION DOES RED BACK RENTALS COLLECT ABOUT ME AND HOW DOES IT COLLECT IT.

When you rent a car from **Red Back Rentals** we need to collect certain information from you. The service that you use will determine exactly what information we collect from you. The information may include:

- Name
- Address
- Contact telephone number(s)
- Contact fax number(s)
- Date of Birth
- Drivers licence number and state of origin
- Car preference
- Credit card number(s) and expiry date(s)
- Email address
- Contact details on individuals who can provide professional references and other information required in the Cash Qualification process
- Reservations and Rental details including dates, times and places of vehicle hire
- Details of authorised drivers
- Vehicle damage circumstances and details

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

- Credit Card providers
- Credit Card reporting and fraud checking agencies
- Debt collection agencies, in the event of your default in payment of monies owed to us
- City Councils and Government or private organizations responsible for the process or handling of traffic related infringements
- Driving Licence authorities

- Government, regulatory and law enforcement agencies where the disclosure is required or authorised by law.

HOW DOES RED BACK RENTALS PROTECT MY INFORMATION?

Only employees of Red Back Rentals and those who perform services on our behalf, and are authorised to handle your information will have access to Your personal information. We will not retain any of Your personal information for any longer than it is required by us, except to fulfill out legal obligations. With Your help we take all reasonable steps to make sure that the personal information is kept complete and up to date.

WHAT YOU CONSENT AND AGREE TO

When you provide us with Your personal information you consent and agree to our use and disclosure of Your personal information in accordance with this Policy including, in particular to;

Our use and disclosure of that information in order to provide the service you have requested and for any other compatible purpose including management, protection and development of our business.

CHANGES TO THIS POLICY

This is our current privacy policy outlining our personal information management practices. We may vary this policy at any time.