

TERMS & CONDITIONS OF USE

1. Definitions

Accident: The accident identified in the Details.

Additional Charges: The amounts payable for GST where the Hirer may claim an input tax credit for GST, tolls, traffic or parking infringement charges, fuel, cleaning, administration fees, excess, damage or any other amount for which the Hirer is liable for breach of the Agreement.

Agreement: The Agreement and Authority to Act, the Terms & Conditions of Use and the Rental Form.

Agreement and Authority to Act: The signed agreement and authority to act between HCR and the Hirer accompanying the Terms & Conditions of Use.

Authorised Drivers: The Hirer and any additional driver(s) identified in the Rental Form or notified to HCR after the hire has commenced, noting that HCR must hold a valid copy of the driver's license for a driver to be considered an Authorised Driver.

BAS: Business Activity Statement lodged when registered for GST.

Credit Period: Unless otherwise agreed by HCR and the Hirer, the period of 7 days from the date of issuance of HCR's tax invoice.

Damage Cover: the cover you and an Authorised Driver have for damage to the vehicle, its theft and any third party loss, subject to payment of the excess and the exclusions in clause 11.2.

Damaged Vehicle: The damaged vehicle identified in the Details.

Details: The details set out at the beginning of the Agreement and Authority to Act.

GST: Goods and Services Tax or similar value added tax levied or imposed in Australia under A New Tax System (Goods and Services Tax) Act 1999 (Cth) or otherwise on a supply.

Hire Charges: The rental and other charges identified in the Rental Form, excluding for the avoidance of doubt the Additional Charges.

Hire Period: The period shown on HCR's tax invoice, representing:

(a) in the event that the Damaged Vehicle is assessed to be repairable, during the assessment and the repair process;

(b) in the event that the Damaged Vehicle is deemed to be a write-off, the period until settlement funds are received; or

(c) such other period as may be determined.

Interest Rate: An interest rate of 10% per annum.

Person: Includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority.

Personal information: Information or an opinion about an identified, or reasonably identifiable, individual. Such information may be sensitive information such as health information and information about racial or ethnic origin, political opinions, membership of a trade union or political association, religious beliefs or affiliations, philosophical beliefs, sexual preferences and criminal record.

Rental Form: The rental form to be signed by the Hirer.

Road Traffic Offences: Include single instances of high-level speeding (over 25 kilometres per hour above the posted or applicable speed limit) or multiple low-level incidents including fines for seatbelt and inappropriate mobile phone use.

Sealed Surface: A road, driveway or parking station sealed with a hard material such as tar, bitumen or concrete.

Serious Breach: A breach of this Agreement by the Hirer as particularised in clause 16.1.

Terms & Conditions of Use: These terms & conditions of use.

Third Party: The at fault driver(s) who caused the Accident or their insurer (if applicable).

Vehicle: The hire vehicle to be identified in the Rental Form (including its parts, components, and accessories), which is to be provided by HCR to the Hirer pursuant to the Agreement.

We, Us, Our or HCR: Hybrid Car Rentals ABN **62 638 061 355**.

You, Your or Hirer: The hirer identified in the Details.

2. Vehicle

2.1 You have requested, and HCR has agreed, that HCR will provide the Vehicle to You under the terms of the Agreement.

2.2 HCR will make the Vehicle available to You for the Hire Period. On expiry of the Hire Period, You will be obliged to immediately return the Vehicle to HCR.

3. Referral

You acknowledge that where a person has referred or recommended You to HCR, that person may receive a financial or non-financial benefit from HCR.

4. Rental Vehicle Driver Eligibility

4.1 Only an Authorised Driver may drive the Vehicle.

4.2 You declare and warrant that You and each other Authorised Driver:

(a) is no less than 18 years of age and You acknowledge that a young driver surcharge applies for specific vehicles and drivers under the age of 25 (which is a Hire Charge); and

(b) holds a valid and current Australian Driver, Learner (L), Probationary or Provisional (P1 or P2) licence for the class of Vehicle being hired under the Agreement and a driver with a non-Australian, Learner, Probationary or Provisional only drive the Vehicle with Our prior approval and You acknowledge that a surcharge applies in respect of such drivers (which is a Hire Charge); and

(c) any conditions attached to the licence (eg the requirement to drive at all times with an interlock device) do not inhibit the ability to legally drive the vehicle provided.

4.3 You agree to provide to HCR a copy of the driver's licence of each Authorised Driver before they drive the Vehicle.

4.4 You agree to notify HCR immediately if the licence of any Authorised Driver is suspended, revoked or limited during the Hire Period for any reason (including pursuant to an order by a court) and You must also ensure that the Authorised Driver does not use the Vehicle.

5. Vehicle Wear and Tear

5.1 Prior to handing over the Vehicle to You, Our staff will conduct an inspection of the Vehicle with You and prepare the Rental Form noting the fuel level, km's and any existing damage to the Vehicle. You are required to take note of the condition of the Vehicle, identify any existing damage and sign the Rental Form.

5.2 HCR's Wear and Tear Guide sets out what we deem to be acceptable and unacceptable wear and tear.

6. Vehicle Use

6.1 The Vehicle may only be used for what it was designed for and must not be driven on any un-sealed or unmade roads.

6.2 The Vehicle may only be driven on a Sealed Surface and in no circumstances on beaches or through streams, dams, rivers or flood waters, on ice or snow-covered or affected roads, on flood prone roads or on any roadway in respect of which the police or any other government authority has issued a warning or caution.

6.3 You must not use the Vehicle:

- (a) for an illegal purpose;
- (b) to carry dangerous, hazardous, biohazardous, infectious, or inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
- (c) in a race or contest, including entering the vehicle onto a racetrack;
- (d) for towing, unless the Vehicle is fitted with an approved tow bar and any towing is conducted within the vehicle manufacturer's towing specifications;
- (e) to carry or transport illegal drugs or substances;
- (f) in connection with the motor trade for experiments, tests, trials or demonstration purposes;
- (g) when it is damaged, unroadworthy, or unsafe;
- (h) to carry a greater load than that for which it was designed, built, registered, or licensed; or
- (i) to carry more persons than may be properly accommodated by the seat belt restraints.

6.4 You must not:

- (a) sell, sublet, lease or re-hire the Vehicle to any third party without our written consent;
- (b) damage the Vehicle deliberately, maliciously or recklessly or allow anyone else to do so; or
- (c) modify the Vehicle in any way or make any alteration or addition to it.

6.5 You must drive the Vehicle in a safe manner and observe all road rules. You acknowledge that reports of unsafe driving may result in the hire being terminated and the Vehicle repossessed by Us.

6.6 You must not:

- (a) smoke or allow smoking at any time in the Vehicle (including vaping and electronic cigarettes); or
- (b) use the Vehicle to carry pets or animals, except accredited or trained assistance animals, and extra cleaning and deodorising fees will apply for breach of this requirement.

6.7 You must only use the Vehicle for the same or similar purpose(s) that You would normally use the Damaged Vehicle (without limiting Your other obligations under this clause 6).

7. Maintenance, Security and Safety

7.1 You must:

- (a) keep the Vehicle locked and the keys under Your personal control when not in use;
- (b) take reasonable care of the Vehicle and do all things necessary to keep and maintain the Vehicle in its state and condition as at the commencement of the Hire Period, fair wear and tear excepted; and
- (c) immediately report to HCR any functional, maintenance and or servicing issues in respect of the Vehicle that You have become aware of.

8. Accident Damage, Breakdown and Repair

8.1 You must notify HCR as soon as practicable and in any event within 24 hours:

- (a) of any mechanical or structural fault on the Vehicle (including tyres, fluids, belts, hoses and lights) that You become aware of (including as indicated by any illuminated warning lights in the cabin of the Vehicle); or
- (b) if the Vehicle is involved in a collision, it is damaged in any way, or if it breaks down.

8.2 In the event of a breakdown of the Vehicle, a 24 hour breakdown assist contact number is located inside the Vehicle at the top of its windscreen on the driver's side.

8.3 You must not arrange to have the Vehicle towed or transported or arrange or undertake any repair of the Vehicle unless:

- (a) it is through the breakdown assist contact number referred to in clause 8.2;
- (b) We have authorised You to do so (and We will provide such authorisation if We consider it necessary to prevent further damage to the Vehicle, its theft, or loss by a third party); or
- (c) in the case of an emergency and Our consent cannot reasonably be obtained.

8.4 We will not reimburse You for the cost of repair, towing or transport costs unless You have complied with clause 8.3 and You have produced all receipts and information as We may require.

9. Vehicle Return

9.1 An inspection of the Vehicle will be carried out by Our staff with You at the end of the Hire Period. You are responsible for any new damage to the Vehicle identified upon inspection. If You do not make the Vehicle

available to Us for collection upon request, You will be liable for the additional Hire Charges incurred each day until the Vehicle is returned, and any relocation and repossession expenses We incur to recover the Vehicle.

9.2 You must return the Vehicle with all of its original components and accessories. You are liable for the replacement cost of any missing components including, but not limited to, any head rest, SD card, vehicle key, logbooks, tools (including any Vehicle jacking equipment), spare tyres, telematics, roof racks and baby seats.

10. Fuel

10.1 You agree to return the Vehicle with the same amount of fuel as indicated on the Rental Form at the commencement of the Hire Period.

10.2 Should You fail to do so You agree to pay Us for the fuel required to return the fuel level to the original fuel level and any refuelling surcharge.

10.3 You must only use fuel prescribed for the Vehicle as identified in the Rental Form.

10.4 You agree to pay all costs of any resulting loss or damage to the Vehicle resulting from the use of incorrect fuel grade or type.

11. Your Liability for Loss and Damage

11.1 Damage Cover Excess

(a) In the event of loss of or damage to the Vehicle and subject to clause 11.2, You will be liable for the lesser of the cost of the loss or damage or an excess of \$5,000 (if the Vehicle was not hired for rideshare purposes) or \$6,500 (if the Vehicle was hired for rideshare purposes, whether or not it was being used for rideshare at the time) plus a further \$1,500 for drivers aged under 25 and additional \$1,500 for non-Victorian or international license holders.

(b) Your liability under this clause will be reduced to \$1,000 (if the Vehicle was not hired for rideshare purposes) or \$1,500 (if the Vehicle was hired for rideshare purposes, whether or not it was being used for rideshare at the time) plus a further \$500 for drivers aged under 25 and additional \$500 for non-Victorian or international license holders, upon incurring the daily excess reduction fee (which is a Hire Charge) and provided that:

(i) the accident is reported to Us strictly within 24 hours of occurrence;

(ii) clear, accurate and complete accident details (including description, date and time of accident, location of accident and details of any other parties involved if applicable) are provided to Us within 24 hours of occurrence; and

(iii) the driver of the Vehicle at the time was fully and properly licenced and an Authorised Driver (and You have provided a copy of their driver's licence to Us); and

(iv) the loss of or damage to the Vehicle was not malicious or incurred as a direct breach of the Agreement.

11.2 Damage Cover Exclusions

Notwithstanding clause 11.1, You have no Damage Cover and are liable for:

(a) the loss of, and all damage to, the Vehicle (including the cost of repair to the Vehicle) and (if applicable) its replacement cost as a result of it being written off following an accident or not recovered as a result of its theft;

(b) the loss of or damage to any other property belonging to Us, You or a third party;

(c) investigation, appraisal and assessment fees;

(d) the cost of towing, recovering and storing the Vehicle; and

(e) all damage to Your property or the property of any person which is caused or contributed to by You, or which arises from the use of the Vehicle whilst in Your care under the Agreement; and

(f) all legal costs associated with the recovery of items (a) to (e) above. when:

(i) any Authorised Driver acts dishonestly or fraudulently;

(ii) the loss or damage resulted from deliberate, dangerous or reckless conduct by any Authorised Driver;

(iii) the loss or damage to the Vehicle or to third party property was caused or contributed to by a Serious Breach;

(iv) any Authorised Driver leaves the scene of an accident before exchanging details with all involved parties;

(v) any Authorised Driver fails to report an accident to the police or Us immediately;

(vi) the Vehicle has been involved in two or more incidents resulting in loss or damage;

(vii) the driver of the Vehicle at the time was not an Authorised Driver;

(viii) the driver of the Vehicle at the time was under the influence of drugs or had a blood alcohol content that

- exceeded the legal limit in the state, territory or country in which the Vehicle was driven;
- (ix) before entering the Agreement, You failed to answer all Our questions truthfully, accurately and completely, or tell Us any information that You knew or should reasonably have known, that would be relevant to Our decision to hire a vehicle to you;
- (x) the theft or attempted theft of the Vehicle occurred when the keys were left in or near the Vehicle whilst it was unattended by You;
- (xi) there is any tyre, windscreen, headlight, roof or underbody damage; or
- (xii) there is any water damage caused by the immersion of the Vehicle.

11.3 Lost or misplaced keys

If You lock the keys in the Vehicle or misplace or lose the keys or other part of or accessory to the Vehicle, You must reimburse Us the cost of recovering or replacing and or recoding them.

11.4 No cover for personal items

In the event of an accident or theft personal items damaged or stolen are not covered under this agreement.

12. Tolls, Traffic and Parking Fines and Infringements

12.1 If the Vehicle travels through a toll collection point, and a personal eTag device is not fitted to the vehicle, you are liable for the applicable amount (which is an Additional Charge) together with an administration fee (which is a Hire Charge) to cover Our cost.

12.2 You are responsible for all traffic and parking fines and infringements (which are Additional Charges) for the duration of the Hire Period. If HCR is notified of a fine or an infringement during or after the Hire Period, HCR will provide necessary details to the notifying authority to nominate You as the driver liable for the infringement. HCR may charge an administration fee (which is a Hire Charge) to cover its costs in providing these details.

13. Our Liability

13.1 You may have consumer rights conferred by the Australian Consumer Law and neither this clause nor any other provision of the Agreement excludes, restricts or modifies any implied terms, guarantees or, rights You may have under those laws or any other Federal, State or Territory legislation.

13.2 You release and indemnify Us against any claim for loss or damage to any property stolen from the Vehicle or otherwise lost or damaged during the Hire Period or left in the Vehicle after its return to Us.

14. Accident and theft reporting

14.1 Reporting an Accident or theft to Us

(a) Where the use of the Vehicle results in an accident, a claim or dispute, or damage or loss to the Vehicle or any third-party property, or the Vehicle is stolen, You must report the Accident or theft to Us as soon as practicable but in no case more than 24 hours of it occurring and fully complete an Accident/Theft form.

(b) The Accident/Theft report form must be submitted to Us:

- (i) within seven (7) days of the Accident or theft, or upon the return of the Vehicle if it is returned to Us within that seven (7) day period; or
- (ii) if the Vehicle is stolen, immediately the theft of the Vehicle is reported to the police.

14.2 Reporting an Accident or theft to the police

If the Vehicle is stolen or if You or an Authorised Driver of the Vehicle has an Accident where:

- (a) any person is injured;
 - (b) the other party has failed to stop or leaves the scene of the accident without exchanging names and addresses; or
 - (c) the other party appears to be under the influence of drugs or alcohol,
- You or the Authorised Driver must also report the theft or accident to the police.

14.3 Steps You must take following an Accident

If You or an Authorised Driver have an Accident You and the Authorised Driver must:

- (a) make the Vehicle secure;
- (b) exchange names and addresses, phone numbers and email addresses with the other driver;
- (c) obtain the name of the other driver's insurance company;

- (d) take a photo of the front and back of the other driver's licence;
- (e) take the registration numbers of all vehicles involved;
- (f) take as many photos as is reasonable showing:
 - (i) the position of the Vehicles before they are moved for towing or salvage;
 - (ii) the Damage to the Vehicle;
 - (iii) the damage to any third party vehicle or property; and
 - (iv) the general area where the Accident occurred, including any road or traffic signs; and
- (g) obtain the names, addresses, phone numbers and email addresses of all witnesses; and
- (h) permit and equip Us to claim in Your name under any applicable insurance or against any third party.

14.4 Subsequent assistance

Subsequent to the Accident or theft You and any Authorised Driver must:

- (a) forward all third-party correspondence or court documents to Us within seven (7) days of receipt;
- (b) co-operate with Us in the investigation of any Accident or theft claim and supply such further information as We or Our investigator may reasonably request within seven (7) days of receipt of such a request; and
- (c) co-operate with Us in the prosecution of any legal proceedings that We may institute or the defence of any legal proceedings which may be instituted against You or Us as a result of an Accident, including attending:
 - (i) Our lawyer's office; and
 - (ii) any Court hearing.

14.5 What You must not do

You and any Authorised Driver must not:

- (a) make any admission of fault;
- (b) make any offer or promise to pay or settle any claim for Third Party Loss; or
- (c) agree to indemnify, waive, or release any other party from liability to pay for Damage as a result of an Accident, theft or attempted theft.

14.6 Consequences of delayed co-operation

Your entitlement to Damage Cover will be reduced according to the extent We are prejudiced as a direct result of any delay in complying with:

- (a) the reporting obligations in clauses 14.1 and 14.2; and
- (b) the obligations in clause 14.4 to forward third party correspondence and court documents to Us within seven (7) days and to co-operate with Us in the investigation of any Accident or theft claim and the prosecution or defence of any legal proceedings.

15. Payment of Charges

15.1 Within the Credit Period, You must pay Us:

- (a) any amount payable by You under the Agreement, including the Hire Charges (if applicable) and any Additional Charges;
- (b) any amount paid or payable by Us arising out of Your use of the Vehicle (including any fuel, toll or traffic or parking fine or infringement, cleaning, excess or damage); and
- (c) any amount for which You are liable to Us for any Serious Breach, and any failure to make timely payment in full will attract interest on any overdue amounts at the Interest Rate.

15.2 We will take reasonable steps to notify You of any Additional Charges (including without limitation, charges for unpaid traffic or parking infringements, tolls, costs of repairs and cleaning, etc.) that We receive notice of. We will use best endeavours to levy such Additional charges for unpaid traffic or parking infringements, tolls, costs of repairs and cleaning, etc.) that We receive notice of. We will use best endeavours to levy such Additional Charges no later than 30 days after the end of the Hire Period, or no more than 30 days after we receive notice of those charges, whichever is the later.

15.3 As security for the payment of the Hire Charges and any Additional Charges, You must provide Your credit card details to Us prior to the commencement of the Hire Period and You authorise Us to pay the Hire Charges and any Additional Charges payable by You by debiting such amount from the card.

15.4 You shall pay for all costs incurred by us (including costs for which the Hybrid Car Rentals may be contingently liable) in any attempt to collect any monies owed by you to Hybrid Car Rentals under this Agreement including debt collection agent costs, repossession costs, location search costs, process server costs and solicitor costs on a solicitor/client basis.

16. Serious Breach and Termination of Agreement

16.1 Serious Breach

You and any Authorised Driver commit a Serious Breach of this Agreement if there is a breach of any of the following:

- (a) clause 4.1 (Authorised drivers);
 - (b) clause 4.2(a) (age requirement);
 - (c) clause 4.2(b) (licence requirements);
 - (d) clause 4.4 (notification of licence suspension, revocation, or limitation);
 - (e) clauses 6.1 to 6.5 (vehicle use);
 - (f) clause 7.1(a) (keeping vehicle locked and keys under your control);
 - (g) clause 7.1(b) (reasonable care)'
 - (h) clause 7.1(c) (immediate report of functional, maintenance or services issues);
 - (i) clause 8.3 (unauthorised towing or repair);
- that causes Damage, theft of the Vehicle or Third Party Loss; or
- (j) clause 14 (Accident and theft reporting) that prevents Us from properly investigating a claim arising from an Accident or theft or from prosecuting or defending any Accident or theft claim.

16.2 No Damage Cover

If You or any Authorised Driver:

- (a) commit a Serious Breach of this Agreement; or
- (b) drive the Vehicle in a reckless manner so that a substantial breach of road safety legislation has occurred or in a manner that is likely to pose a real danger to You or the lives of any other person,

You and any Authorised Driver:

- (i) have no Damage Cover;
- (ii) are liable for all Damage, theft of the Vehicle and Third Party Loss; and
- (iii) are liable for and must pay any additional costs or expenses We incur in recovering the Vehicle.

16.3 Our right to terminate

We may immediately terminate the Agreement if we are of the understanding or reasonable opinion that:

- (a) there has been a Serious Breach;
- (b) there has been a breach of clause 16.2(b);
- (c) Road Traffic Offences have been committed;
- (d) your licence has expired during the course of the hire, and You have failed to provide a copy of your renewed licence;
- (e) You have made any admission of liability in respect to the Accident; or
- (f) the Hire Charges will not be fully recoverable from the Third Party for any reason whatsoever.

16.4 Your right to terminate

You may immediately terminate the Agreement if We have breached its terms and failed to remedy such breach within twenty (20) working days of receiving notice of such breach from You.

16.5 Consequences

(a) If the Agreement is terminated in accordance with clause 16.3, then:

- (i) We may take immediate possession of the Vehicle;
- (ii) You must pay all costs to replace or rectify the Vehicle to its state and condition as at the commencement of the Hire Period;
- (iii) You must pay all reasonable costs for towing, storage and recovery of the Vehicle; and
- (iv) any unrecoverable Hire Charges and the Additional Charges will become immediately due and payable by the Hirer to HCR.

(b) If the Agreement is terminated in accordance with clause 16.3(c) or 16.3(d) (other than due to a breach by the Hirer of clause 4.2(b) of the Agreement and Authority to Act), then:

- (i) any unrecoverable total Hire Charges (including where the Hirer's failure to cooperate results in a settlement for a reduced sum with the Third Party); and
- (ii) the Additional Charges, will become immediately due and payable by the Hirer to HCR.
- (c) If the Agreement is terminated in accordance with clause 16.3(d) due to a breach by the Hirer of clause 4.2(b) of the Agreement and Authority to Act, then:
 - (i) the total Hire Charges for any day or days after the repairs were completed or after the Hirer received notification of a total loss settlement; plus
 - (ii) the Additional Charges, will become immediately due and payable by the Hirer to HCR.
- (d) If the Agreement is terminated in accordance with clause 16.1(e), only the Additional Charges will become immediately due and payable by the Hirer to HCR.

17. Dispute Resolution

17.1 If You wish to dispute a charge or otherwise make a claim against Us, You agree to first notify Us in writing of the nature of the dispute or claim and provide Us with such particulars and evidence as We reasonably require.

17.2 You agree to discuss and negotiate Your dispute or claim in good faith with Us, within ten (10) working days of giving Us notice of Your dispute or claim.

18. Privacy statement and Consent

18.1 Purposes for collecting, disclosing and using Personal Information

(a) HCR may collect, disclose and use the Hirer's Personal Information for the purposes set out in this clause 18.

(b) HCR collects, discloses and uses the Hirer's Personal Information in order to provide the Hirer with its accident replacement vehicle services in connection with the Agreement.

(c) HCR may also collect, disclose and use the Hirer's Personal Information in connection with the Agreement for the following purposes:

- (i) to assess and process the Hirer's application for an accident replacement vehicle;
 - (ii) to facilitate claims on the Hirer's behalf for the costs of HCR's services with the Third Party (including by disclosing the Hirer's Personal Information to such persons);
 - (iii) to execute instructions;
 - (iv) to manage HCR's relationship with the Hirer (whether online or in person);
 - (v) to comply with legislative or regulatory requirements;
 - (vi) to identify the Hirer; and
 - (vii) for any internal processes including claims assessments, product development, strategic planning, risk management and pricing.
- (d) HCR may also collect, disclose and use the Hirer's Personal Information (unless the Hirer tells HCR not to) to identify or contact the Hirer to discuss other products and services that could be of interest to the Hirer or the company it represents.
- (e) The Hirer acknowledges that if it does not provide HCR with its Personal Information, HCR may be unable to provide the Hirer with its services or deal with any insurer on the Hirer's behalf.

18.2 Providing information about another person

When the Hirer gives HCR Personal Information about another person, other than the Third Party:

- (a) the Hirer represents that they are authorised to do so; and
- (b) the Hirer agrees to inform the person that HCR has collected their Personal Information as part of this Agreement and of the contents of this clause 18.

18.3 Persons with whom Personal Information is disclosed

(a) HCR may disclose the Agreement or the Hirer's Personal Information with any relevant insurer(s) in order to facilitate a claim on the Hirer's behalf for the costs associated with hiring an accident replacement vehicle from HCR.

- (i) HCR's related bodies corporate, agents, contractors, service providers or external advisers;
- (ii) any other persons related to the Accident (including the police);

- (iii) insurers, reinsurers, loss adjusters, assessors and underwriters;
 - (iv) any organisation responsible for the processing of traffic related infringements or road tolls, to the extent that these fees apply to the Vehicle;
 - (v) investigators;
 - (vi) any person HCR considers necessary to execute the Hirer's instructions;
 - (vii) any person who is considering whether to acquire or who has acquired any part of HCR's business, or the rights or obligations under the Agreement;
 - (viii) law enforcement, regulatory and government bodies as permitted or required by law in Australia or overseas; and
 - (ix) overseas recipients who provide services and products to HCR and for administrative, data storage or other business management purposes.
- (b) It is not practicable to list all of the countries to which the Hirer's information may be transmitted from time to time, but the Hirer's Personal Information may be transmitted between Australia, New Zealand, the United Kingdom, the Philippines, India and other countries.
- (c) HCR may also disclose the Hirer's Personal Information (unless the Hirer tells HCR not to) to any other persons (including HCR's related bodies corporate, agents, contractors, service providers, external advisers and third parties) to identify or contact the Hirer to discuss other products and services that could be of interest to the Hirer or the company it represents.
- (d) The Hirer acknowledges that:
- (i) it consents to HCR collecting, disclosing and using the Hirer's Personal Information for the purposes set out in this clause 18; and
 - (ii) if HCR discloses the Hirer's Personal Information to any other person for the purposes set out in this clause 18, HCR will, to the extent permitted by law, not be accountable under the Privacy Act 1988 (Cth) for any misuse, interference or loss or unauthorised access, modification or disclosure of the Personal Information by that other person.

18.4 Hirer's rights

- (a) The Hirer has the right to: request access and corrections to its Personal Information held by HCR; and
 - (i) Information held by HCR; and
 - (ii) make a complaint about the way in which HCR has managed the Personal Information.
- (b) HCR's Privacy Policy sets out how to make an access request or complaint, and how such requests or complaints are handled.

19. Waiver

A right or entitlement under the Agreement can only be waived expressly in writing.

20. Governing law and jurisdictions

The Agreement is governed by the laws of the state or territory within Australia in which the Vehicle was hired. The Hirer and HCR agree that courts in that state or territory have non-exclusive jurisdiction to determine any dispute that arises between them.

AGREEMENT AND AUTHORITY TO ACT

Parties

Between Hybrid Car Rentals ABN **62 638 061 355** (HCR) and the hirer identified above (Hirer).

Background

The Accident was a result of the negligence of the Third Party and the Hirer is seeking to recover the costs of a replacement vehicle for the period the Damaged Vehicle was unavailable for their use. The Hirer is aware that they are entitled to hire a replacement vehicle and expects to be reimbursed in full for the replacement vehicle costs. The Hirer authorises HCR, its nominated management service, debt recovery agents and legal representatives to recover these costs on their behalf and the Hirer requires all monies owed in relation to this vehicle hire to be paid to HCR.

1. Definitions

Unless the context requires otherwise, capitalized words in this Agreement and Authority to Act have the meaning given to them in clause 1 (Definitions) of the terms & conditions of use accompanying this Agreement and Authority to Act.

2. National Consumer Credit Code and Financial Services

The Agreement is not regulated by the National Consumer Credit Protection Act 2009 (Cth) (including the National Credit Code at Schedule 1) or Chapter 7 of the Corporations Act 2001 (Cth). It deals with the Hirer's obligations with respect to the Vehicle issued as a result of a road traffic incident, including to appoint HCR to recover the Hire Charges from the Third Party in accordance with the Hirer's common law rights. The parties acknowledge and agree that HCR will not be providing the Hirer any claims handling and settling services for insurance products. The Hirer should read the Agreement, and all accompanying documentation, carefully before signing.

3. Recovery of Hire Charges

3.1 Hire Charges

(a) The Hirer agrees to cooperate and provide (and procure that the driver and/or owner of the Damaged Vehicle at the time of the Accident provides) all reasonable assistance to HCR and its nominated management service, debt recovery agents and legal representatives in recovering the Hire Charges from the Third Party, to act in the best interests of HCR and not in any way delay or hold up the timely recovery of the Hire Charges.

(b) Subject to clause 16 (Termination of Agreement) of the Terms & Conditions of Use and on the condition that the Hirer fulfils their obligations under the Agreement (including under clause 4), upon recovery of the Hire Charges from the Third Party by HCR the Hirer will be released from liability for the Hire Charges, except for the Additional Charges for which the Hirer shall remain liable. The parties acknowledge and agree that this release shall constitute sufficient consideration for the obligations of the Hirer under this Agreement and Authority to Act.

(c) The parties acknowledge that, as at the date of the Agreement, the Hire Charges are only estimated because the Hirer is unable to advise the duration of the repairs to or the replacement of the Damaged Vehicle. The final Hire Charges will not be known until expiry of the Hire Period.

3.2 Authorisation

The Hirer authorises HCR, its nominated management service, debt recovery agents & legal representatives to:

- (a) act on the Hirer's behalf in respect of the recovery of the Hire Charges from the Third Party;
- (b) ask for any documents that may be required from the repairer of the Damaged Vehicle to enable prompt settlement of the Hire Charges;
- (c) receive monies and bank relevant cheques made payable to the Hirer into HCR's account or any other account nominated by HCR; and
- (d) utilise and apply any monies or relevant cheques received in settlement or payment of the Hirer's claim against the Third Party to discharge any outstanding Hire Charges owed by the Hirer to HCR, subject to HCR accounting to the Hirer for any surplus.

3.3 Appointment

The Hirer irrevocably appoints HCR, its nominated management service, debt recovery agents and legal representatives as the Hirer's agents, representatives and duly authorised attorneys, to recover the Hire Charges by whatever means necessary.

3.4 Recovery process

(a) The Hirer understands and accepts that HCR may refer the matter to its nominated legal representatives on behalf of the Hirer in recovering the Hire Charges and the Hirer agrees to provide any reasonable assistance requested by HCR in respect of such recovery process, which the Hirer acknowledges may require the Hirer to

(amongst other things):

- (i) sign any certificate pursuant to the Civil Procedure Act 2010 (Vic) or equivalent legislation;
 - (ii) provide statements and documents; and
 - (iii) assist with legal proceedings, which may include attending a lawyer's office or appearing in court as a witness or to give evidence (upon reasonable notice to do so).
- (b) HCR indemnifies the Hirer for all costs and disbursements incurred by the legal representatives in the recovery process, provided that:
- (i) the Hirer has complied with the terms of the Agreement; and
 - (ii) all warranties given by the Hirer in the Agreement are true and correct.

4. Hirer's Obligations

4.1 Information

The Hirer agrees to:

- (a) provide to HCR all documentation required for HCR to claim the Hire Charges on the Hirer's behalf (including the Hirer's driver's licence and the driver's licence of the person driving the Damaged Vehicle at the time of the Accident in addition to the current registration papers of the damaged vehicle); and
- (b) be open and frank with HCR and not provide any information to HCR or the Third Party which is untrue or misleading or has the potential to mislead.

4.2 Claim and settlement

The Hirer agrees to:

- (a) lodge a claim with the Hirer's insurer (if applicable) or the Third Party as soon as practicable after the Accident, regularly follow up the claim, assessment and repair process and provide HCR with such information as HCR reasonably requires;
- (b) notify HCR of any pending insurer settlement and to contact HCR prior to signing any release, deed of release, settlement or similar document; and
- (c) not release or purport to release (by signing a form of release or otherwise) the Third Party from any of the Hirer's rights and entitlements in respect to the Accident.
- (d) return the vehicle in the event of travel extending beyond 3 days where the vehicle will not be used. An application for a subsequent hire vehicle arrangement can be made upon return. Failure to do so may result in the Hirer being personally liable for the Hire Charges during the travel period.

4.3 Damaged Vehicle

- (a) The Hirer agrees to promptly notify HCR if the Damaged Vehicle is moved from one location or repairer to another location or repairer.
- (b) The Hirer agrees to promptly notify HCR and arrange for collection of the Vehicle after receiving:
 - (i) notice that the repairs to the Damaged Vehicle have been completed; or
 - (ii) a total loss settlement in respect of the Damaged Vehicle, and if the Hirer does not notify HCR within the period required (which the Hirer acknowledges and agrees is usually within three (3) working days), the Hirer may be liable for the Hire Charges incurred thereafter.
- (c) The Hirer acknowledges that:
 - (i) HCR is an independent company and does not represent any insurer or repairer; and
 - (ii) HCR does not organise or coordinate nor is it liable or responsible for the repair, storage, movement or disposal of the Damaged Vehicle (which is the sole responsibility of the owner of the Damaged Vehicle).

4.4 GST

If the Damaged Vehicle is registered for business use or the Hirer is registered for GST and may claim an Input Tax Credit for the GST component of the Hire Charges, then the Hirer is liable for and must pay the GST component of the Hire Charges to HCR and then claim it back in the Hirer's next BAS.

5. Warranties

5.1 General

The Hirer warrants to HCR that:

- (a) the Accident was a result of the negligence of the Third Party;

- (b) to the best of the Hirer's knowledge, the information the Hirer has provided to HCR in connection with this Agreement (including in relation to the Damaged Vehicle and the Accident) is true, complete and correct;
- (c) at the time of the Accident, the Damaged Vehicle was registered, the Hirer regularly drove the Damaged Vehicle and the Hirer held a valid and current Driver, Learner (L), Probationary or Provisional (P1 or P2) licence for the class of the Damaged Vehicle;
- (d) the Hirer has suffered physical inconvenience and loss of amenity of use as a result of the Damaged Vehicle being unavailable for their use; and
- (e) the Hirer has not relied on any promise, representation, inducement or conduct material to the entry by the Hirer into the Agreement other than as expressly set out in the Agreement with respect to any aspect of the hire, the Hire Charges or recovery process.

5.2 Rideshare vehicles

The Hirer warrants to HCR that:

- (a) the Hirer has informed HCR that the Damaged Vehicle was used either exclusively or in part for rideshare purposes (if applicable) and that the Hirer intends to use the Vehicle for similar purposes; and
- (b) the Hirer understands that it is the Hirer's responsibility to register the Vehicle as a commercial passenger vehicle and pay any applicable fee before using the Vehicle for rideshare purposes.
- (c) as a rideshare operator, the Hirer is compulsorily registered for GST and will be required to pay the GST component of any Hire Charges.

5.3 Reliance

The Hirer acknowledges that it is aware that HCR is relying on the warranties given by the Hirer in the Agreement (including the warranties in clauses 5.1 and 5.2) in agreeing to provide the Vehicle to the Hirer on credit and otherwise in agreeing to the obligations in the Agreement and in committing to the recovery process.

6. Acknowledgement, agreement and authorisation

By signing below, the Hirer and HCR acknowledge and agree that they have each read, understood and agree to the terms set out in the Agreement. Without limiting the forgoing, by signing this Agreement and the Authority to Act the Hirer:

- agrees to not delay the claim and settlement process and/or repairs (paragraph 4.2 & 4.3) so as to unreasonably extend the hire period.
- declares and confirms that they hold a valid Driver's Licence as applies to the State the rental agreement is entered into
- declares and confirms to the best of its knowledge, that the information it has provided to HCR in connection with the Agreement (including in relation to the Damaged Vehicle and the Accident) is true, complete and correct;
- authorises HCR, its management service, nominated debt recovery agents and legal representatives to recover all Hire Charges on their behalf and, requires all monies owed in relation to this vehicle hire to be paid to HCR, on the terms and conditions of this Agreement and Authority to Act;
- agrees to provide the Hirer's credit card details to HCR prior to the commencement of the Hire Period and the Hirer authorises HCR to pay the Hire Charges (subject to Clause 3.1 which provides for waiver of hire charges when assistance is provided and obligations are met) and any Additional Charges payable by the Hirer by debiting such amount from the card; and
- agrees the Hirer is liable for and must pay the GST component of the Hire Charges to HCR and then claim it back in the Hirer's next BAS if the Damaged Vehicle is registered for business use or the Hirer is registered for GST and may claim an Input Tax Credit for the GST component of the Hire Charges.
- You acknowledge that for safety and security purposes the Vehicle may be fitted with a telematics device and that HCR will only activate the telematics device to locate the Vehicle where HCR is of the reasonably held opinion that it is in the interests of security and safety, or the Vehicle is missing or stolen.