

Terms and Conditions of Rental

TERMS AND CONDITIONS OF STANDARD RENTAL AGREEMENT

Effective 1 September 2013

OUR COMMITMENT TO YOU

The Budget Group is a global car rental group servicing the car and truck rental needs of the leisure and business traveller. Within Australia we operate in more than 190 corporate and licensee owned locations. We are committed to providing quality service and value for money. In particular:

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

We welcome Your feedback. Please tell us where we are going wrong by contacting us through our website (www.budget.com.au) at 'Customer Service' or by phone or mail. (We would also like to hear about what we are doing right).

CONSUMER RIGHTS STATEMENT

All Your rights set out in this Rental Agreement are in addition to Your rights as a consumer ('Your Consumer Rights') under applicable consumer products legislation, including the Australian Consumer Law.

Your Consumer Rights are not excluded, restricted or modified by this Rental Agreement.

You can find out more about Your Consumer Rights from consumer organizations and bodies such as the Australian Competition and Consumer Commission and State/Territory fair trading authorities.

INTERPRETING YOUR RENTAL AGREEMENT

- 1 The Rental Agreement ('**Rental Agreement**') between Budget and You is made on the date shown on the Rental Document You have signed in respect of the Vehicle ('**Rental Document**'), and is made up of that Rental Document and these Terms and Conditions. In these Terms and Conditions.

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

'**Budget Insurance Policy**' means a policy of liability insurance held by Budget for You and an Authorised Driver's liability to a third party for damage to the property of that third party which is caused by the legal use of the Vehicle by You or an Authorised Driver;

'**Authorised Driver**' means:

- an additional driver who signs the Additional Drivers Form or Rental Document;
- Your spouse; or
- Your employer or a fellow employee, if either is engaged in activities that are incidental to Your business duties;

'**Budget**' means Budget Rent a Car Australia Pty Limited ABN 89 007 348 021 or, where applicable, an independent Budget Rent a Car System licensee;

'**Collection Costs**' means Budget's reasonable costs of collecting unpaid Rental Charges from You (including Budget's legal costs) and Budget's administration fee of \$75 and its debt collection agent's fee equal to 10% of the unpaid Rental Charges;

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

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

'**Overhead Damage**' means damage to the Vehicle or property of any third party caused by the Vehicle coming into contact with anything above the top of the door seal and the top of the front and back windscreens;

'**Rental Charges**' means the fees, costs, amounts and charges specified on the Rental Document or payable under this Rental Agreement;

'**Rental Period**' means the period commencing on the date shown on the Rental Document and ending on the date that You return the Vehicle to Budget;

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

'**Underbody Damage**' means damage to the Vehicle caused by the Vehicle coming into contact with any thing below the bottom of the door seal and the bottom of the front and rear bumper bars;

'**Vehicle**' means the vehicle described on the Rental Document (or any substitute vehicle), and includes its parts, components, keys, remote opening devices, any tag or device for paying electronic tolls, all Accessories and contents supplied by Budget; and
'**You**' or '**Your**' refers to the person(s) with whom the Rental Agreement is made;

'**Your Account**' means Your debit card, credit card or Budget charge account to which Your Rental Charges are to be debited.

DRIVER

- 2.1 You agree and acknowledge that:
 - (a) only You or an Authorised Driver will drive the Vehicle; and
 - (b) You and any Authorised Driver hold a current licence (not being a learner's licence or provisional licence) to drive the Vehicle and have been licensed to drive vehicles of the same category as the Vehicle for at least 12 consecutive months.
- 2.2 You are responsible for the acts and omissions of an Authorised Driver or any other person You allow to drive the Vehicle and neither You nor any unauthorised driver will have the benefit of the Loss Damage Waiver option or Excess Reduction option (if accepted or included in Your rate) if You allow an unauthorised driver to drive the Vehicle.

WHERE YOU CAN AND CANNOT DRIVE THE VEHICLE

- 3.1 You and any Authorised Driver must only use the Vehicle:
 - (a) on a road which is properly formed and constructed as a sealed, metalled or gravel road (unless the Vehicle is a 4 wheel drive Vehicle and in Western Australia it may only be used on graded, unsealed roads unless approved in writing);
 - (b) In Western Australia you and any Authorised Driver must not use the vehicle off road (e.g. on a fire trail, beach, track, grassed area or to cross streams or any other body of water) unless you have authorization from Budget in writing.
- 3.2 You and any Authorised Driver must not, unless authorised in writing by Budget, drive or take the Vehicle:
 - (a) to Gove Peninsula or any island off the coast of Australia (including, but not limited to, Kangaroo Island, Bruny Island, Fraser Island, Magnetic Island, Groote Eylandt or the Tiwi Islands);
 - (b) into or out of the Northern Territory, Western Australia or Tasmania;
 - (c) in Queensland:
 - (1) on Highway No.27: beyond Chillagoe in a Westerly direction;
 - (2) on Highway No.1: beyond Normanton in a Southerly direction and no further North than Karumba;
 - (3) if the Vehicle is a passenger vehicle or truck, beyond Cooktown to the North or Lakeland to the West and no further North than Cape Tribulation on the Coast Road; or
 - (4) on the Coast Road from Helenvale to Cape Tribulation, or from Laura to Lakeland, unless the Vehicle is a 4 wheel drive vehicle;
 - (d) in the snow (at any time and anywhere (including Tasmania));
 - (e) above the snow line in:
 - (1) New South Wales (being Jindabyne); or
 - (2) Victoria (being Bright),
 from the beginning of June until the end of September;
 - (f) on beaches or through streams, dams, rivers or flood waters; or
 - (g) in Western Australia:
 - (1) to any parts North of Carnarvon;
 - (2) On the Gibb River Road, Cape Leveque Road, Widdjana Gorge, Canning Stock Route, Gunbarrel Highway and Holland Track;
 - (3) beyond 100 kilometres of the Perth city limits between dusk and dawn; or
 - (4) otherwise, outside any town or city limits between dusk and dawn;
 - (h) in the Northern Territory;
 - (1) on the Jim Jim Falls Road to Jim Jim Falls and Twin Falls;
 - (2) outside any town or city limits between dusk and dawn.

USE OF THE VEHICLE

- 4.1 You and any Authorised Driver must:
 - (a) not use, or allow the Vehicle to be used, for any illegal purpose, race, contest or performance test of any kind;
 - (b) not, without Budget's prior written consent, use, or allow the Vehicle to be used, to push anything;
 - (c) not carry, or allow the Vehicle to carry, more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle;
 - (d) not be under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit in the State or Territory in which the Vehicle is driven;
 - (e) not, without Budget's prior written consent, use or allow the Vehicle to be used to carry passengers for payment of any kind;

- (f) not use the Vehicle when it is damaged or unsafe;
 - (g) not drive the Vehicle after an accident or hitting an object (including an animal) until You have obtained Budget's approval to do so;
 - (h) not use the Vehicle to transport goods, except in compliance with all necessary approvals, permits, licences and government requirements (to be obtained at Your cost) and in accordance with the Manufacturer's Specifications and Budget's recommendations;
 - (i) not, without Budget's prior written consent, use the Vehicle to carry any inflammable substance which has a flash point under 22.8°C or any other explosive or corrosive substances;
 - (j) not use the Vehicle for the conveyance or towing of any load unless You have Budget's prior written consent; the load is correctly loaded and secured and not in excess of that for which the Vehicle was manufactured; for towing, the Vehicle is fitted with a tow bar; and the conveyance or towing is undertaken in accordance with the Manufacturer's Specifications and Budget's recommendations; and
 - (k) not use the Vehicle in contravention of any law.
- 4.2 You must pay for any unauthorised repairs to the Vehicle and for all parking, speeding and traffic infringements and tolls in respect of the Vehicle during the Rental Period.

MAINTENANCE, SECURITY AND SAFETY

- 5.1 You and any Authorised Driver must:
- (a) maintain all of the Vehicle's engine oils and engine coolant levels to the Manufacturer's Specifications;
 - (b) fill the Vehicle with only the fuel type specified in the Manufacturer's Specifications;
 - (c) keep the Vehicle locked and the keys under Your or the Authorised Driver's personal control at all times; and
 - (d) comply with all applicable seat belt and child restraint laws.
- 5.2 You must not have repairs to the Vehicle carried out unless Budget authorises You to do so. Budget requires verification of the cost of repairs for reimbursement and GST purposes. You should obtain an original tax invoice/receipt to assist Budget. Budget will reimburse You for any repairs to the Vehicle authorised by it, provided that the cost of those repairs is verified. To the extent that Budget cannot verify the cost of repairs, Budget will not reimburse You.

RETURN OF VEHICLE

- 6.1 You must return the Vehicle to Budget:
- (a) to the place, on the date and by the time shown on the Rental Document unless you have informed Budget of a change prior to the return date and Budget has agreed to the change; and
 - (b) in the same condition as it was at the commencement of the Rental Period, fair wear and tear excepted.
- 6.2 If You tell Budget that You wish to return the Vehicle to a location other than that stated on the Rental Document, Budget will advise You of the amount of the 'one-way fee' that You will incur (unless clause 6.5(a) applies to You). If You do not tell Budget in advance, You must pay a 'one-way fee' of up to \$2 per kilometre (depending on the type of Vehicle and the distance travelled) to be determined and paid at the end of the Rental Period. You will also be liable for any Rental Charges calculated under clause 6.4.
- 6.3 Despite clauses 6.1 and 6.2, You must return the Vehicle to a Budget location during normal business hours.
- 6.4 If:
- (a) You return the Vehicle on a date, or at a time, or to a place other than that shown on the Rental Document; or
 - (b) You do not comply with any special conditions set out in the 'Rates' section on the Rental Document,
- the rates shown on the Rental Document will not apply and You must pay the Budget standard rate for the Vehicle for the Rental Period.
- 6.5 Budget may request the immediate return of the Vehicle, or Budget may recover the Vehicle without notice, if:
- (a) the credit limit on Your method of payment would be exceeded by the debiting of the Rental Charges for a requested extension of the rental of Your Vehicle or if a 'one-way fee' becomes payable by You;
 - (b) the Rental Period expires without satisfactory arrangements having been made by You with Budget; or
 - (c) Budget reasonably suspects that:
 - (1) the Vehicle may be used for an unlawful purpose;
 - (2) damage to the Vehicle, or injury to persons or property, is likely to occur; or
 - (3) the Vehicle will be involved in an industrial dispute.

- 6.6 If You do not return the Vehicle on the date and by the time shown on the Rental Document (or any extended date or time agreed with Budget) then:
- (a) after written notice to You and if the location of the Vehicle is unknown, Budget may report the Vehicle as stolen to the Police; and
 - (b) You must pay Budget all Rental Charges (including additional Rental Charges) and compensate Budget in accordance with clause 8 for any loss Budget suffers (including all additional costs Budget incurs in recovering the Vehicle) up to the time that the Vehicle is recovered by Budget.

FUEL

- 7.1 You must fill the Vehicle only with the fuel type specified in the Manufacturer's Specifications.
- 7.2 If You do not select the 'Prepaid Fuel Option' (where available), and You return the Vehicle with less fuel than it had when You rented it, You must pay the Fuel Service amount per litre as set out on the Rental Document.
- 7.3 The fuel level of the Vehicle at the time You rent it and at the time You return it to Budget is determined by visual inspection by Budget of the Vehicle's fuel gauge.

LOSS DAMAGE WAIVER, DAMAGE AND LOSS OF PROPERTY

- 8.1 Subject to this clause 8, You are liable:
- (a) for the loss of, and all damage to, the Vehicle; and
 - (b) for all damage to the property of any person:
 - (i) which is caused or contributed to by You or any person You allow to drive the Vehicle; or
 - (ii) which arises from the use of the Vehicle by You or any person You allow to drive the Vehicle.

This clause 8 does not apply to any damage or loss for which Budget is liable to You under this Rental Agreement.

Remember that references to the 'Vehicle' include all of its parts, components, Accessories and contents (see the definitions of 'Vehicle' and 'Accessory' in clause 1).

- 8.2 Subject to clauses 8.3 and 8.4, Budget waives Your liability under clause 8.1 for damage to, or loss of, the Vehicle and will ensure that You and any Authorised Driver are entitled to be indemnified under the Budget Insurance Policy, if:
- (a) You accept and pay for the Loss Damage Waiver option on the Rental Document (or if it is included in Your rate); and
 - (b) You pay the Excess Amount for each separate event involving:
 - (i) damage (including hail damage) to, or loss of, the Vehicle; or
 - (ii) damage to the property of any third party which is caused by the use of the Vehicle by You or an Authorised Driver.
- 8.3 *Additional amounts payable:* In addition to Clause 8.2, You must always pay to Budget the following costs and fees:
- (a) the cost of repairing any:
 - (i) Overhead Damage or Underbody Damage;
 - (ii) water damage to the Vehicle;
 - (iii) damage to the Vehicle or to the property of any third party caused by a breach of clause 3, 4.1 or 5
 - (iv) damage to a tyre or an Accessory not attributable to normal wear and tear; and
 - (v) damage to the Vehicle or to the property of any third party caused deliberately or recklessly by You, any other driver of the Vehicle or any passenger carried during the Rental Period;
 - (b) the cost of replacing, if lost or stolen, an Accessory; and
 - (c) if You have breached the Rental Agreement, a per day loss of revenue fee based on the actual and estimated downtime of the Vehicle.
- 8.4 (a) For the purposes of this clause 8.4, 'Recovery Costs' means, in relation to the loss of, or damage to, the Vehicle;
- (1) any appraisal fees;
 - (2) any towing, storage and recovery costs; and
 - (3) an administrative fee reflecting the cost of making arrangements for repairs and towing and other administrative activities.
- (b) If clause 8.1, 8.2 or 8.3 applies, You must pay to Budget, or Budget may debit Your Account with, the Excess Amount at the time of loss of, or damage to, the Vehicle pending Budget's assessment of the loss and damage and, if applicable, the repair of the Vehicle, subject to Your right to a refund under clause 8.5(b).
- (c) For the purposes of calculating any refund under clause 8.4(b), Budget will add the Recovery Costs to the amount of the costs of damage and repair to the Vehicle.
- (d) If clause 8.3 applies, and if the total of the Recovery Costs and the costs and fees that You must pay under clause 8.3 is greater than the Excess Amount (with the difference being the 'Gap Amount'), You must pay to Budget, or Budget may debit Your Account with, the Gap Amount.

- 8.5 (a) Where You are required to pay Budget under this clause 8, the amount You must pay for any loss, damage, repair, cost or fee:
- (1) may be reasonably determined by Budget; and
 - (2) in relation to damage to the Vehicle, is the lesser of the cost of repairs to the Vehicle or the market value of the Vehicle at the time of the damage.
- (b) If the amount determined by Budget and paid by You under this clause 8.5 exceeds the final cost of the loss, damage or repair, Budget will refund the difference to You.
- (c) Budget will provide details to You of the final cost of the loss, damage or repair on request by You.

GREENHOUSE INITIATIVE

- 9 If You make the optional contribution towards the Budget Greenhouse Initiative then Budget will pay the full amount of Your contribution towards that Initiative and its administration. That means that Budget will use up (or have used up on its behalf) a quantity of offsets from projects approved under the National Carbon Offset Standard of the Australian Government which will offset at least some of the greenhouse gases generated by Your use of the Vehicle. For more information on the National Carbon Offset Standard, visit the Government's website at www.climatechange.gov.au/government/initiatives/national-carbon-offset-standard.aspx

CLAIMS AND PROCEEDINGS

- 10.1 Where the use of the Vehicle by You, an Authorised Driver, or any other person results in an accident or claim ('Incident'), or where damage or loss is sustained to the Vehicle or the property of any third party, You must ensure that You or any Authorised Driver:
- (a) promptly reports the Incident to the local police (if required by law);
 - (b) promptly reports the Incident in writing to Budget;
 - (c) not, without Budget's prior written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability in relation to the Incident;
 - (d) permits Budget or its insurer at its own cost to bring, defend, enforce or settle any legal proceedings against a third party in Your name in relation to the Incident;
 - (e) permits or ensures that Budget may claim in Your name or that of the Authorised Driver under any applicable Substitute Vehicle Insurance, and assist, and cause the Authorised Driver to assist, Budget in making such a claim, including assigning any right to claim under any Substitute Vehicle Insurance to Budget; and
 - (f) completes and furnishes to Budget within a reasonable time any statement, information or assistance which Budget or its insurer may reasonably require, including attending at a lawyer's office and at Court to give evidence.
- 10.2 Budget will meet Your reasonable out-of-pocket expenses in complying with clause 10.1(e) or 10.1(f).
- 10.3 If you do not comply with clause 10.1(b), and Budget is unable to investigate the Incident, Budget will debit all Rental Charges to Your Account pending receipt of Your report about the Incident.

PAYMENT

- 11.1 At the end of the Rental Period, You must pay Budget:
- (a) all Rental Charges;
 - (b) any amount paid or payable by Budget or You to any person arising out of Your use of the Vehicle or imposed on You or Budget by any government or other competent authority; and
 - (c) any amount for which You are liable to Budget under the Rental Agreement, in respect of a breach of the Rental Agreement or otherwise. Budget will provide details to You of any amount payable under this clause 11.1(c).
- 11.2 Each Rental Charge calculated and invoiced to You at the time of the return of the Vehicle is subject to subsequent verification by Budget. If a Rental Charge is to be adjusted, Budget will provide details to You if Budget has Your contact details.
- 11.3 The minimum charge You must pay for the rental of the Vehicle is an amount equivalent to:
- (a) one day's rental at the 'daily rate' shown on the Rental Document (subject to clause 6.4); plus
 - (b) the amount payable for the number of kilometres driven during the Rental Period.
- 11.4 Distance charges are measured from the Vehicle's odometer.
- 11.5 You authorise Budget to charge all amounts payable to Budget under the Rental Agreement to Your Account.
- 11.6 If You pay Your Rental Charges by debit card, You acknowledge that it may take up to 7-10 business days for Your financial institution to release any amount which has been authorised by that institution at the request of Budget under clause 11.5 which is in excess of Your Rental Charges.

- 11.7 Budget will pay, within a reasonable time, any refund due to You by such method as Budget may reasonably choose.
- 11.8 If You fail to pay any amount due under or in connection with the Rental Agreement within 14 days of the date by which You were required to pay the amount, You must also pay Budget:
- (a) interest at 10% per annum (compounded daily) on the amount from the expiry of 14 days from the date on which You were required to pay the amount to the date of payment; and
 - (b) on and as demanded, Budget's Collection Costs including interest on Budget's Collection Costs calculated in accordance with clause 11.8(a) from the date of demand.

TERMINATION

- 12.1 Either party may terminate the Rental Agreement at any time if the other party commits a material breach of the Rental Agreement.
- 12.2 Subject to clauses 6.2 to 6.6 (inclusive) and 11.3, You may terminate the Rental Agreement at any time by returning the Vehicle to Budget.

PROPERTY IN VEHICLE

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

PERSONAL PROPERTY SECURITIES LAW

- 14.1 The following terms have their respective meanings in the Personal Property Securities Act 2009 (Cth) ('PPSA') – **financing statement, interested person, register, proceeds, security agreement and security interest.**
- 14.2 You acknowledge that:
- (a) by renting the Vehicle from Budget, You may be granting a security interest in the Vehicle (and any proceeds) to Budget, and that this Rental Agreement may constitute a security agreement;
 - (b) any security interest arising under this Rental Agreement attaches to the Vehicle when You obtain possession of the Vehicle and not at any other time; and
 - (c) Budget may perfect its security interest by lodging a financing statement on the PPSA register.
- 14.3 Budget does not need to give You any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and that requirement cannot be excluded.
- 14.4 You must do anything reasonably required by Budget to enable Budget to register its security interest, with the priority it requires, and to maintain the registration.



Privacy Notice

BUDGET RENT A CAR AUSTRALIA PTY LTD PRIVACY NOTICE

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

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

ABOUT BUDGET

Budget Rent a Car Australia Pty Limited ABN 89 007 348 021 (**Budget**) is a subsidiary of Budget Rent A Car System, Inc., located in the United States. These companies are part of the Budget Group.

Budget Rent A Car System, Inc. has marketing arrangements with Zodiac Europe Limited (**Zodiac**), a separately owned UK-based company trading as 'Budget Rent A Car' through owning or licensing additional locations in Europe, the Middle East and Africa.

Through these companies, and their subsidiaries and licensees, the Budget Group manage thousands of Budget car and truck rental locations around the globe.

For this Notice, **Budget, we, us or our** means Budget and its licensees; **Budget Group** means all Budget companies, Zodiac and all Budget licensees world wide.

WHAT PERSONAL INFORMATION DOES BUDGET RENT A CAR AUSTRALIA COLLECT ABOUT ME AND HOW DOES IT COLLECT IT?

When you rent a vehicle from Budget, we need to collect certain information from you. The service you use will determine what information we collect from you. That information may include your name, contact details, date of birth, driver's licence number, payment details, referees, company name and employee number.

We may collect information about you from you or through a travel agent, a corporate program, one of our partner programs or through a credit reporting agency. We may also use electronic tools to monitor the location, usage and servicing of your vehicle, including your speed, time, fuel consumption, distances travelled and current and previous locations visited.

If we are unable to collect your personal information, this may prevent us from providing our services to you or limit our ability to provide you with the level of service that you would normally expect from us.

HOW IS MY PERSONAL INFORMATION USED OR DISCLOSED BY BUDGET?

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

General purposes

We use your personal information to:

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

Disclosure to third parties

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

- other members of the Budget Group;
- your company or organisation if you use our services under a corporate account;
- one of our program partners if you are a member of their frequent traveller program and you have asked us to send them details of your Rental Agreement with us;
- our contracted service providers (including providers of market research, mail house and vehicle management services);
- credit card providers;
- credit reporting agencies (see 'Payment default' below) and fraud checking agencies;
- debt collection agencies, if you default in payment of amounts owed to us;
- councils, government and private organisations responsible for the processing of traffic related infringements or the payment of road and traffic tolls;
- in relation to an accident or claim, insurers, the police and other persons involved in the accident or claim;
- driver licensing authorities; and
- government, regulatory and law enforcement agencies where the disclosure is required or authorised by law.

Use or disclosure for direct marketing purposes

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

Payment default

If you default in the payment of any rental fees or charges to us, we may give information about you to a credit reporting agency for some or all of the following reasons: to obtain a credit report about you; to allow the credit reporting agency to create or maintain a credit information file about you; and to list your default and the debt on that credit information file. The information is limited to the types of information that may be disclosed under the Privacy Act 1988 (Cth) and may include limited identity particulars; the fact that you owe us money; payment defaults over 60 days for which debt collection action has started; confirmation if those disclosed payment defaults are rectified; our opinion if we consider that you have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with your contractual obligations).

Disclosures outside of Australia

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

Some of the countries that the Budget Group operates in have privacy laws with general application to the private sector; other countries, including the United States, may not. You accept that we are not required to ensure that recipients of your personal information outside Australia comply with Australian privacy laws.

WHOM CAN I CONTACT FOR FURTHER INFORMATION?

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

By mail: Level 2 15 Bourke Road Mascot NSW 2020

By fax: 02 9353 9017

By telephone: 02 9578 1000

By e-mail: customer.service@budget.com.au

If you are not satisfied with the way in which we handle your enquiry, you can call the Office of the Australian Information Commissioner on 1300 363 992. Last updated 1 December 2012.



Transport
Roads & Maritime
Services

RMS E-Toll Facility Terms and Conditions

Roads and Maritime Services (ABN 76 236 371 088) (RMS), through Budget as RMS' agent, offers an E-Toll Facility to You on these RMS Terms and Conditions.

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

1. Your E-Toll Facility

- (a) Your E-Toll Facility is provided by RMS to You to enable You to pay Tolls and Fees relating to the E-Toll System in accordance with these RMS Terms and Conditions.
- (b) In order to use Your E-Toll Facility, You or Your Authorised Driver must travel in an Electronic Tolling Lane.
- (c) You remain responsible at all times for the acts and omissions of any Authorised Driver, any other person using the Vehicle or any Authorised Representative using or operating Your E-Toll Facility, including for any Tolls and Fees they incur.
- (d) A Tag may be installed in Your Vehicle as part of the E-Toll Facility. The Tag is the property of RMS. You must not use any other tag in the Vehicle or register for any other electronic or video tolling product in relation to the Vehicle. If You do use another tag or electronic or video tolling product, You will still be charged Tolls and Fees by RMS under these RMS Terms and Conditions and You may be charged other amounts by the provider of the other tag or electronic or video tolling product used.

2. Payments, fees and charges in connection with Your E-Toll Facility

- (a) You must pay the following amounts to RMS in connection with the use of Your E-Toll Facility:
 - (i) all Tolls (it is Your responsibility to be aware of all Tolls payable in connection with the use of a toll road);
 - (ii) the Service Fee for each calendar day on which the Vehicle incurs a Toll using Your E-Toll Facility;
 - (iii) a Processing Fee in the circumstances described in clause 5(b);
 - (iv) a Dishonour Fee in the circumstances described in clauses 3(c) and 3(f); and
 - (v) any other costs reasonably incurred by RMS in enforcing its rights under these RMS Terms and Conditions, including any fees or charges imposed by a third party on RMS where You have refused or failed to pay any amount under these RMS Terms and Conditions.
- (b) You acknowledge that if You fail to pay any Tolls or Fees as required by these RMS Terms and Conditions, RMS may refer that failure to a Credit Reporting Agency.

3. Payment methods and authority

Payment by Nominated Card

- (a) If You are using a Nominated Card to pay for the rental of the Vehicle or have otherwise provided a Nominated Card for the payment of Tolls and Fees, You:
 - (i) promise to RMS that You are authorised to use the Nominated Card to meet Your payment obligations under these RMS Terms and Conditions; and

- (ii) authorise RMS to debit amounts from, or credit funds to, the Nominated Card in respect of Tolls and Fees and other amounts payable to, or from, RMS under these RMS Terms and Conditions.
- (b) RMS will debit Tolls and Fees from the Nominated Card as soon as practicable after the relevant Tolls and Fees are incurred or, where applicable, notified to the RMS by a toll road operator.
- (c) If:
 - (i) there are insufficient funds available in the Nominated Card to meet Your payment obligations under these RMS Terms and Conditions; or
 - (ii) a transaction on the Nominated Card is declined for any reason, save for:
 - (A) the negligence of, or wilful misconduct by, RMS or any of its officers, employees or agents; or
 - (B) an RMS systems error,
 You will be charged a Dishonour Fee by RMS and You (or, if relevant, the Nominated Card Holder) may be charged fees, charges and interest by Your financial institution or, if relevant, the financial institution of the Nominated Card Holder.
- (d) You must ensure that You immediately provide RMS with details for an alternative Nominated Card, which can be used to meet Your obligations under these RMS Terms and Conditions, and an authority for RMS to debit the alternative Nominated Card, if:
 - (i) the existing Nominated Card is cancelled, suspended or is otherwise not useable; or
 - (ii) the existing Nominated Card Holder cancels Your authorisation to use the existing Nominated Card.

Payment by cash

- (e) If You have paid, or will pay, cash to rent the Vehicle and You have not otherwise provided a Nominated Card for the payment of Tolls and Fees:
 - (i) RMS will issue You one or more invoices recording all Tolls and Fees incurred or, where applicable, notified to RMS by a toll road operator. The invoice will be posted to Your nominated postal address; and
 - (ii) You must pay all Tolls and Fees in Australian currency by cheque or money order in accordance with the instructions in the relevant invoice.
- (f) If You pay by cheque or money order and that cheque or money order is dishonoured by the issuer, You will be charged a Dishonour Fee by RMS and You may be charged fees, charges and interest by Your financial institution.

Payment by Your RMS Charge Account Holder

- (g) If You are using a Budget Australia Charge Account to pay for the rental of the Vehicle:
 - (i) You promise to RMS that You are authorised to incur Tolls and Fees and to have those Tolls and Fees debited to the RMS Charge Account; and
 - (ii) RMS will issue Your RMS Charge Account Holder with a monthly invoice recording all Tolls and Fees incurred or, where applicable, notified to RMS by a toll road operator.
- (h) You must immediately provide RMS with updated or alternate payment method details if the RMS Charge Account is cancelled or altered or if You are no longer authorised to incur Tolls and Fees on that RMS Charge Account.

4. Errors in charging Tolls and Fees

- (a) If RMS incorrectly credits You with, or pays to You, an amount in connection with Your E-Toll Facility RMS may recover that amount from You provided that RMS has given You 10 days prior written notice of its intention to do so.
- (b) RMS will pay, within a reasonable time, any refund due to You in connection with Your E-Toll Facility by such method as RMS may reasonably choose.

5. E-Toll Facility Transaction Summary

- (a) You may view a Transaction Summary without charge at any time by logging on to www.myetoll.com.au/budget.
- (b) If You request that we provide a Transaction Summary to You, You will be charged the applicable Processing Fee for the method of delivery elected by You (if that method is stated to be available).

6. Lost, stolen or malfunctioning Tags

- (a) You must immediately inform Budget if either of the following occur:
 - (i) the Tag is lost or stolen or You become aware that the Tag malfunctions or is in any way defective; or
 - (ii) the Vehicle is lost or stolen.
- (b) If You inform Budget that the Tag is malfunctioning or is in any way defective, Your E-Toll Facility will still enable You to use the E-Toll System and to pay Tolls and Fees in accordance with these RMS Terms and Conditions and You will continue to be liable for Tolls and Fees.

- (c) If the Tag or the Vehicle is lost or stolen and You have immediately informed Budget, You will not be liable for Tolls and Fees incurred by that Tag or Vehicle from the time that You have informed Budget.

7. GST

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

8. General

- (a) New South Wales laws govern these RMS Terms and Conditions.
- (b) Unless agreed otherwise, if You, an Authorised Driver or Authorised Representative need to notify RMS of any matters or make a request in relation to Your E-Toll Facility, it must be made in writing by mail, email or facsimile. All notice details are contained on www.myetoll.com.au/budget or you may call 13 18 65. Notification is effective only upon RMS' receipt of written communication.

9. Definitions

In these RMS Terms and Conditions, except where the context otherwise requires:

'Authorised Driver' has the same meaning given to that term in Your Rental Agreement.

'Authorised Representative' means an individual who is 18 years or older and who is authorised by You to use and access Your E-Toll Facility.

'Budget' means Budget Rent a Car Australia Pty Limited ABN 89 007 348 021 or, where applicable, an independent Budget Rent A Car System licensee.

'Budget Australia Charge Account' means the charge account established by Your RMS Charge Account Holder with Budget.

'Credit Reporting Agency' means a corporation that carries on a credit reporting business.

'Dishonour Fee' means:

- (a) in relation to payment by a Nominated Card, a fee of \$1.15;
- (b) in relation to payment by cheque, a fee of \$20.00; and
- (c) in relation to payment by money order, a fee of \$25.00.

'Electronic Tolling Lane' means a Tolling Lane which is designated as permitting the payment of Tolls by electronic means.

'E-Toll Facility' means the facility described in clause 1(a).

'E-Toll System' means the entire system relating to electronic tolling operated by RMS, any operator of a toll road or any Tag Issuer or Pass Issuer.

'Fees' means each of the fees and costs (and any taxes applicable to them) described in clauses 2(a)(ii)-2(a)(v) inclusive of these RMS Terms and Conditions.

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

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

'Nominated Card Holder' means a person other than You who holds a Nominated Card.

'Pass Issuer' means a toll road operator that uses the E-Toll System and issues, or an entity that does not operate a toll road but issues, passes or other electronic or video tolling products for the purpose of the E-Toll System.

'Processing Fee' means in relation to a Transaction Summary delivered:

- (a) by mail, a fee of \$5.00; or
- (b) by email, a fee of \$2.20.

'Rental Agreement' means the agreement entered into between You and Budget comprising the document titled 'Budget Terms and Conditions of Rental' and the Rental Document.

'Rental Document' means the document titled 'Rental Document' which You signed in respect of the Vehicle which You have rented from Budget.

'RMS Charge Account' means the charge account established by Your RMS Charge Account Holder with RMS.

'RMS Terms and Conditions' means these RMS E-Toll Facility Terms and Conditions.

'Service Fee' means the fee described as such in the Rental Document.

'Tag' means the RMS device installed in the Vehicle to enable the payment of Tolls by electronic means.

'Tag Issuer' means a toll road operator who uses the E-Toll System and issues tags, or an entity that does not operate a toll road but issues tags for the purpose of the E-Toll System.

'Toll' means all toll charges or other fees and charges imposed by the operator of a toll road for, or taxes payable in respect of, each Trip taken by the Vehicle during the period in which You have hired the Vehicle.

'Tolling Lane' means a lane on a toll road at a toll collection point.

'Tolls and Fees' means all Tolls and Fees and any other payments, amounts or charges referred to in these RMS Terms and Conditions.

'Transaction Summary' means a summary of the transactions (including the Tolls and Fees incurred) on Your E-Toll Facility.

'Trip' means the driving of a Vehicle past a toll collection point.

'Vehicle' has the same meaning given to that term in Your Rental Agreement.

'You' or **'Your'** refers to the person(s) who have agreed to be bound to these RMS Terms and Conditions and with whom the Rental Agreement is made.

'Your RMS Charge Account Holder' means the person which has entered into an agreement with RMS for the payment of the Tolls and Fees during the rental of a Vehicle.

10. Interpretation

- (a) Headings are for convenience only and do not affect interpretation. Any use of the singular includes the plural and the converse applies. A gender includes all genders.
- (b) Any reference to **'dollars'** and **'\$'** is to Australian currency.
- (c) The word **includes** in any form is not a word of limitation.
- (d) A reference to a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity.



RMS Privacy Consent and Agreement

RMS is required to comply with Privacy Laws and other road transport, driver licensing and vehicle registration legislation when dealing with any Personal Information, including E-Toll Information.

This document contains consents, warranties and indemnities from You in relation to E-Toll Information collected from You and from third parties to enable RMS and others to collect, use and disclose it for Permitted Purposes. You are not required by law to provide E-Toll Information to RMS, but if You do not, RMS will not be able to provide the E-Toll Facility to You. Your Personal Information will be held by RMS at Level 3, Octagon Building, 99 Phillip Street Parramatta or at any new or additional address or addresses disclosed in RMS' privacy policy from time to time.

RMS' privacy policy, which explains our privacy practices including how to make an application to access or correct information about You or a complaint, and our complaints handling processes, is available at: <http://www.rta.nsw.gov.au/aboutus/privacy/index.html> or (02) 8588 4981.

Consents given by You

1. In exchange for RMS providing the E-Toll Facility, You consent to and authorise:
 - 1.1 collection of E-Toll Information by any Authorised Information Recipient from any person (including from Budget and from video and/or camera surveillance of toll roads conducted by RMS or third parties for traffic management or toll violation enforcement purposes);
 - 1.2 use and disclosure of E-Toll Information by and to Authorised Information Recipients for the Permitted Purposes; and
 - 1.3 disclosure of E-Toll Information in online accounts accessible to any person with access to Your Agreement Number and surname.

Promises made by You

2. You promise that:
 - 2.1 prior to disclosing any information to RMS or Budget about an Individual, You have obtained their consent to the matters in clause 1; and
 - 2.2 all information You provide to RMS about You or any Individual is or will be accurate, complete and up-to-date, and will not be false or misleading.

Definitions

'Agreement Number' means a unique agreement number provided to You by Budget or by RMS in connection with the Rental Agreement.

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

'Authorised Information Recipient' means RMS, Budget, and each Authorised Driver, Authorised Representative and Intended Recipient.

'Clearing House' means any person who operates a clearing house for operators of toll roads, or Tag Issuers or Pass Issuers or any combinations of these.

'E-Toll Information' means any information relating to You or Your E-Toll Facility, Vehicle, the location of a Tag or Vehicle at any time, the direction of travel, or video and/or camera surveillance operated at toll roads. E-Toll Information may include Personal Information about:

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

'Individual' means any individual, including any Authorised Driver, Authorised Representative, Nominated Card Holder and Your RMS Charge Account Holder.

'Intended Recipients' means the following parties both within and outside NSW: (i) Credit Reporting Agencies; (ii) Associated Contractors; (iii) Tag Issuers; (iv) Pass Issuers; (v) any bank, financial institution or Clearing House; (vi) RMS' professional advisers including legal advisers, accounting advisers and other professional advisers; (vii) driver licensing and vehicle registration agencies, law enforcement agencies, public revenue authorities, road safety authorities and solicitors in relation to motor vehicle accidents; (viii) owners and other operators of toll roads; and (ix) persons providing services to any of the entities set out in (i) to (viii).

'Permitted Purposes' means any one or more of:

- (a) facilitating the use of and carrying out functions and activities relating to:
 - (i) tolls and their enforcement;
 - (ii) the E-Toll System;
 - (iii) any cashback system;
 - (iv) Your E-Toll Facility and Tags;
 - (v) verification of Your Rental Document (including verifying the details of a Nominated Card Holder or Your RMS Charge Account Holder);
 - (vi) obtaining feedback about the E-Toll System and Your E-Toll Facility; and
 - (vii) analysing information relating to traffic conditions, travel times and road usage and disclosing aggregate information (including to the public);
- (b) auditing of the E-Toll System;
- (c) law enforcement;
- (d) the enforcement of a law imposing pecuniary penalty;
- (e) the protection of the public revenue;
- (f) road safety;
- (g) release of information to solicitors acting as agents for their clients in relation to motor vehicle accidents where RMS is compelled to do so by a court order;
- (h) obtaining advice and professional services on a confidential basis;
- (i) market research and statistical analysis;
- (j) other purposes related or incidental to the purposes listed above; and
- (k) such other purposes as are permitted by Privacy Laws, in each case both within and outside NSW.

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

'Privacy Laws' means the privacy laws which apply to RMS from time to time, including the Privacy and Personal Information Protection Act 1998 (NSW) for so long as it applies to RMS and any other current or future legislation, mandatory codes and policies relating to the handling of Personal Information which apply to RMS.

'RMS' means Roads and Maritime Services (ABN 76 236 371 088).

Other capitalised terms in this document have the meaning given in the RMS E-Toll Facility Terms and Conditions.

Clause 10 of the RMS E-Toll Facility Terms and Conditions applies to the interpretation of this document.