TERMS AND CONDITIONS OF RENTAL

EFFECTIVE 1 JULY 2026

Please read these Terms and Conditions of Standard Rental Agreement (the "Terms and Conditions") before You sign the Rental Document.

These pages contain the information You – and if You have them – Additional Drivers need to know about Your rental, including what to bring with You when you pick up the vehicle, your responsibilities to Budget, and Budget' responsibilities to You.

It is important to us that You enjoy your experience with us and have all the information You need. So please don't sign the Rental Document without reading these terms. It might take you a little time now but it could save you time later.

By entering into the Rental Agreement, You expressly agree that Budget can recover the additional charges set out in the Rental Agreement from You. This includes all relevant administration charges, fees, theft, loss and damage costs (subject to any relevant excesses applying), toll charges, parking, traffic or other fines or charges, court costs and/or any other charges.

In some circumstances we work with third party partners and intermediaries. Whether you book direct with Budget or through a third party partner or intermediary, you will always enter into the Rental Agreement with the relevant member, agent or representative of the Budget "Rent A Car" System.

If when making a booking and/or collecting a rental Vehicle you have any queries on which company you are entering into a contract with (whether this relates to your booking or rental arrangements), then please contact us direct and we will be pleased to provide assistance.

CONTACT DETAILS

Reservations
reservations@budget.com.au | 1300 362 848

Roadside Assistance
1800 656 550

Customer Service
customer.service@budget.com.au | 1800 150 278

Claims
abgclaimsausnz@vanameyde.com | +61 2 8216 0249

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1. UNDERSTANDING YOUR RENTAL AGREEMENT

WHAT IS THE RENTAL AGREEMENT?

The Rental Agreement between Budget and You (**Rental Agreement**) is made on the date shown on the Rental Document in respect of the Vehicle and is made up of that Rental Document and these Terms and Conditions. It sets out our responsibilities to You and Your responsibilities to Budget when renting a Vehicle and any optional extras.

Who is the Rental Agreement with?

The Rental Agreement is between You and Budget or the Vehicle rental provider named on the Rental Document.

Depending on where and how You booked, Your booking agreement may have been with another party. They will have given Budget Your details so that Budget can provide You with a rental.

When does the Rental Agreement become legally binding?

The Rental Agreement will become legally binding when You sign the Rental Document when picking up the Vehicle from the Budget location.

If Your Budget Preferred customer membership terms allow, You may be able to collect Your Vehicle without having to sign a Rental Document. If this applies to You, the Rental Agreement will become legally binding when You collect the keys for the Vehicle from the Budget location (or any contact free option made available by the Budget location).

Before You sign the Rental Document

Please read all the documents carefully. If You do not think You have received all the documents – or there is anything that You do not understand or agree with – please speak to a member of our team.

BY SIGNING THE RENTAL DOCUMENT

By entering into the Rental Agreement, You agree to be bound by the terms and conditions set out in: these Terms and Conditions;

- w Privacy Collection Statement (Annexure A)
- Pricing Schedule (Annexure B)
- Electric Vehicle Terms and Conditions (Annexure C)
- (if applicable to You) the Pay Now Terms and Conditions (Annexure D)
- Where You cannot drive the Vehicle (Annexure E)
- the Linkt Terms and Conditions (Annexure F)

In summary, You agree to..

- rent the Vehicle identified as part of the Rental Agreement - and optional extras for the Pre-agreed Rental Period
- pay the amounts described in the Rental Agreement
- pay rental fees for any extension to the pre-agreed rental period – as well as any optional extras You verbally agreed to
- pay relevant administration charges, fees, theft, loss and damage costs (subject to any relevant excesses applying), toll charges, parking, traffic or other fines or charges, court costs and/or any other charges according to the terms of the Rental Agreement.
- If You are offered the option to pay in a currency other than that stated on the Rental Document and choose to do so, the exchange rate used will be confirmed by Budget at Point of Sale (**POS**).

When you sign, you are agreeing for Budget to charge the above costs to your payment card.

What is the rental period?

The **Pre-Agreed Rental Period** is the rental period indicated on Your Booking.

The Pre-Agreed Rental Period may differ from the Rental Period: the Rental Period commences on the date shown on the Rental Document and ends on the date that You actually return the Vehicle to Budget.

IMPORTANT

Additional charges may apply if the Rental Period does not match the Pre-Agreed Rental Period – see clauses 5 (Return of the Vehicle) and 12.1 (Payments due at end of Rental Period)).

If the following applies, the Rental Period will be extended until the later of:

1. if you return the Vehicle to the pick-up location during normal opening hours, when you hand over the keys and any optional extras at the return location;
2. if you use the collection service, when you hand over the keys, any optional extras and Budget inspects the Vehicle with you at the collection location;
3. if you return the Vehicle to the location outside our normal opening hours, when you leave the Vehicle on site at our rental location.

ADDITIONAL DRIVERS

Only You and any Additional Drivers named on the Rental Document are allowed to drive the vehicle.

Your responsibility for Additional Drivers and passengers

You are responsible for making sure all Additional Drivers comply with the Rental Agreement and You are responsible for any passengers that You, or Additional Drivers, allow in the Vehicle. You are responsible for any costs or charges Budget incurs because they (and as a result, You) do not comply with the Rental Agreement.

Does it cost to have Additional Drivers?

You may be charged for each Additional Driver. Budget will tell You in advance of any applicable charge for Additional Drivers.

THIRD PARTY INTERMEDIARIES

In some circumstances Budget works with third party intermediaries. Whether You book direct with Budget or through a third party intermediary, You will always enter into the Rental Agreement with the legal entity listed in this Rental Agreement. If when making a booking and/or collecting a rental Vehicle You have any queries on which company You are entering into a contract with (whether this relates to Your booking or rental arrangements), then please contact Budget direct and Budget will be pleased to provide assistance.

LOYALTY PROGRAM When you join our Loyalty Program, we will require your signature. Even if You are an existing member of our Loyalty Program, You may still need to sign the Rental Agreement and agree to the Vehicle Condition Report (if provided) and the Link Terms and Conditions, as relevant to Your rental each time You pick up a vehicle. For example, Budget may request Your signature in certain situations, such as a requested change in payment method or other change to your usual booking preferences.	As is the case with all our customers, it is just as important that all our Loyalty Program customers carefully read the Rental Agreement and remind themselves of all the terms and conditions they must comply with. Loyalty Program customers will be provided with a copy of their Rental Agreement (or given the opportunity to obtain a copy) before they pick up their vehicle. In circumstances where Loyalty Program customers do not expressly confirm their acceptance of the terms of the Rental Agreement provided to them, their collection of the Vehicle keys will be deemed as full acceptance of the Rental Agreement and the Linkt Terms and Conditions.
CORPORATE CUSTOMERS This section only applies if You have a corporate agreement with Budget (e.g., a corporate account or any discount number) .	By signing the Rental Document, You confirm You have the company's authority to enter into the Rental Agreement. If there is a conflict between the Rental Agreement and Your corporate rental agreement, unless otherwise stated in Your corporate rental agreement, the terms of this Rental Agreement will prevail.
FEES AND CHARGES	Fees and charges that Budget is entitled to charge without further consent from You (other than signing the Rental Agreement) in accordance with the terms of this Agreement are set out in the Pricing Schedule at Annexure C. Additional fees and charges for optional services or Accessories will be explained to You at the time they are offered to You or are disclosed in the Rental Agreement. If You have pre-paid Your Vehicle booking, You have also agreed to the Pay Now Terms and Conditions. To the extent of any inconsistency between this Rental Agreement and the Pay Now Terms and Conditions, the Rental Agreement prevail.
DEFINITIONS In these Terms and Conditions, capitalised words have a special meaning, as set out in this section.	**'Accessory'** means any equipment set out in the Rental Document, including but not limited to as applicable any Global Positioning System receiver or similar device, dash cam or any child restraint, child booster, ski accessories or similar equipment; **'Account'** means the debit card, credit card or Budget charge account to which Rental Charges are to be debited in accordance with the Rental Document; **'Additional Driver'** means a person other than You who is: (a) Your spouse or de facto partner; (b) Your employer or fellow employee if it is disclosed by You to Budget that the Vehicle is rented for business purposes under a corporate agreement; or (c) added to Your rental as an Additional Driver in accordance with clause 2.2 (How to add an Authorised Driver to your Rental Agreement). **'Additional Driver Fee'** means the fee payable by You to Budget for the addition of an Additional Driver; **'Authorised Driver'** subject to Clause 2 (Driver), means You and any Additional Driver. **'Australian Consumer Law'** or **'ACL'** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth); **'Budget'** means Budget Rent a Car Australia Pty Limited ABN 89 007 348 021 trading as 'Budget Australia' or, where applicable, an independent Budget Rent a Car System licensee or agent; **'Code'** means the *Australian Finance Industry Association Car Rental Code of Practice*; **'Collection Costs'** means Budget' reasonable costs of collecting unpaid Rental Charges from You; **'Electric Vehicle Recharge Fee'** means the fee charged to You where an Electric Vehicle is returned with less than 77% battery charge in accordance with Annexure C - Electric Vehicle Terms and Conditions; **'Electric Vehicle'** means a Vehicle with an electric motor that is powered wholly by electricity. **'Excess Amount'** means the amount shown as 'Excess Amount' on the Rental Document; **'Excess Reduction'** means the product which we sell (if any) which allows You to reduce the Excess Amount payable under these Terms and Conditions that is purchased before Your rental commences to reduce any Excess Amount payable to the amount you have agreed with Budget; **'Fair Wear and Tear'** means Fair Wear and Tear described in the Code under the annexure headed 'AFIA Fair Wear and Tear Guide - Rental Vehicles' and does not include damage (as set out in that annexure); **'Fuel'** means any substance that is used to power an engine, enable it to move and, for purposes of these Terms and Conditions, includes a liquid used to reduce the amount of air pollution created by a diesel engine (known as 'Diesel Exhaust Fluid', AUS32 or AdBlue); **'Fuel Service'** means the costs of fuel per litre plus Budget' reasonable costs associated with arranging to fill the Vehicle with fuel; **'GST'** has the meaning given by section 195-1 of the GST Act or any replacement or other relevant legislation and regulations; **'GST Act'** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); **'Incident'** means an event during the Rental Period which is an accident, claim or other incident involving damage to or loss of the Vehicle or property of any other person in connection with the Vehicle or injury to any other person in connection with the Vehicle; **'Infringement Processing Fee'** means Budget's reasonable handling and administration costs of processing traffic and parking related fines and penalties Infringement Notices as set out in Schedule 3; **'Inherent mechanical fault'** means a breakdown, malfunction or failure of the Vehicle's engine or any other part of the Vehicle not caused, or contributed to, by Your or any other Authorised Driver; **'Late Return Fee'** means a single charge payable by You if You do not return the Vehicle on the date and by the time shown on the Rental Document or an alternative return date and time as agreed with Budget under clause 5.1(a) (How to return the Vehicle); **'Long Term Rental'** means a Rental Period of more than thirty (30) consecutive days; **'Loss Damage Waiver'** reduces Your financial responsibility for loss or damage to the Vehicle to the Excess Amount;

	'Loyalty Program' means the loyalty program operated in accordance with the Budget Fastbreak Program accessible athttps://www.budget.com.au/en/loyalty-profile/fastbreak; **'Mainland'** means the large continuous extent of land that is the greater part of Australia, as distinct from Tasmania, offshore islands and detached Territories (as set out in Annexure E: Where You cannot drive the Vehicle). **'Manufacturer's Specifications'** means the specifications of the manufacturer of the Vehicle as set out in the Vehicle's operations manual located in the Vehicle or accessible through the Vehicle's infotainment systems; **'Monthly Kilometre and Servicing Reports'** means a report that includes the following details: - kilometres driven by You as per the odometer reading; and - documentation of any servicing, maintenance or repairs conducted, (along with relevant dates and service provider details); **'Overhead Damage'** means damage (excluding hail damage) to the Vehicle during the Rental Period above the top of the front and back windscreens, damage to the box section of a commercial Vehicle above the front windscreen or damage to third party property, which Budget has reasonable grounds to believe is caused by the Vehicle coming into contact with anything overhanging or obstructing its path, objects being placed on the roof of the Vehicle, or You or any person standing or sitting on the roof of the Vehicle; **'Pay Now Terms and Conditions'** means the terms and conditions that apply to bookings for which payment for the Pre-Agreed Rental Period and any optional extras is made at the time of booking, set out at Annexure D. **'Pay Now Booking'** means a booking for which the rental of a Vehicle and any optional extras are pre-paid at the time of booking in advance of the rental commencing. **'Per Day Loss of Revenue Fee'** has the meaning set out in Clause 5.9 of these Terms and Conditions; **'Personal Information'** has the meaning given to that term in the Australian *Privacy Act 1988* (Cth). **'Pre-authorisation'** means a hold on an amount of money in the bank account connected with Your Account which will be on hold until a final payment for all amounts owing has been made by You for Your rental and other amounts owing by You **'Privacy Collection Statement'** means the privacy collection statement set out at Annexure A. **'Rental Charges'** means the fees, costs, amounts and charges specified on the Rental Document and Annexure B – Pricing Schedule or payable under this Rental Agreement; **'Rental Document'** means the Rental Document setting out the particulars of the legally binding contract made between Budget and You or the person hiring the Vehicle and any Authorised Driver, including details of the Vehicle; **'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; **'Roadside Assistance Cover'** means the provision of the roadside assistance services described in clause 4.6 (When You will be charged for roadside assistance) for the Roadside Assistance Cover fee specified in the Annexure B - Pricing Schedule; **'Roadside Callout Fee'** means a charge for an individual roadside assistance callout event, as specified in Annexure B- Pricing Schedule; **'Snow Cover'** reduces Your financial responsibility for loss or damage to the Vehicle when you drive in snow or above the snow line (see clause 8.2 – When Loss Damage Waiver Will Not Apply), to Your liability as set out in clause 8.1 (When Loss Damage Waiver Will Apply). **'Snow Line'** has the meaning giving to the term as set out in Annexure E – Where You cannot drive the Vehicle in New South Wales and Victoria; **'State'** means a state within Australia including New South Wales, Victoria, Queensland, Western Australia, South Australia and the island of Tasmania; **'Substitute Vehicle Insurance'** means a policy of motor Vehicle insurance held by You or another Authorised Driver which covers You or them while using the Vehicles a substitute for the Vehicle insured under that policy; **'Territory'** means Northern Territory or Australian Capital Territory; **'Terms and Conditions'** means these Terms and Conditions of Rental. **'Terrorist Act'** has the meaning in section 100.1 of the Australian *Criminal Code Act 1995* (Cth) **'Underbody Damage'** means damage to the Vehicle during the Rental Period caused by the Vehicle coming into contact with anything below the bottom of the door seal and the bottom of the front and rear bumper bars where Budget has reasonable grounds to believe that the driver of the Vehicle is reasonably at fault for that damage; **'Vehicle'** means the Vehicle described on the Rental Document (or any substitute vehicle), and includes its parts, components, keys, remote opening devices and all Accessories and contents supplied by Budget unless the context requires otherwise; **'Vehicle Condition Report'** means the report setting out any pre-existing damage found on the Vehicle prior to the Rental Period. **'Windscreen and Tyre Protection'** means the protection cover set out in clause 4.10 (What damage does Windscreen and Tyre Protection cover?) and is available at selected locations and reduces Your potential liability to Budget for damage to the Vehicle's windscreen, windows and tyres; **'You'** or **'Your'** refers to the person(s) with whom the Rental Agreement is made; and **'Zero Excess'** means the product which Budget sells (if any) which allows You to reduce the Excess Amount payable under these Terms and Conditions that is purchased before Your rental commences to reduce any Excess Amount payable to nil.

INTERPRETATION	In these Terms and Conditions, unless the context otherwise requires: (a) the singular includes its plural and vice versa; (b) words denoting any gender include all genders; (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning; (d) headings are for convenience only and do not affect interpretation; (e) a reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity; (f) a reference to a party to this Rental Agreement includes its successors and permitted assigns; (g) a reference to a particular day or time is to that day or time in New South Wales, Australia; (h) a reference to any agreement (including this Rental Agreement) or document is to the agreement or document as amended, supplemented, novated or replaced from time to time; (i) a reference to a clause, paragraph, schedule or annexure is to a clause, paragraph, schedule or annexure in or to this Rental Agreement; (j) a reference to this agreement Rental Agreement includes any schedules and annexures to this Rental Agreement; (k) a reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible or tangible form; (l) a reference to **dollars** or **$** is to Australian currency; (m) a reference to legislation (including subordinate legislation) or a provision of it is to that legislation or provision as amended, re-enacted or replaced, and includes any subordinate legislation issued under it; (n) words such as including or for example do not limit the meaning of the words preceding them; and (o) an obligation or liability assumed by, or a right conferred on, two or more parties binds or benefits all of them jointly and each of them.
PRECEDENCE	To the extent of any inconsistency the following order of precedence applies: (a) Rental Document; (b) these Terms and Conditions with Annexures; (c) the terms and conditions for Your Loyalty Program; (d) the Vehicle Condition Report; and (e) the Linkt Terms and Conditions.

2. DRIVER

AUTHORISED DRIVER ACKNOWLEDGEMENT	**Rental Requirements** You agree and acknowledge that: (a) only Authorised Drivers will drive the Vehicle; and (b) Unless Budget agrees otherwise, all Authorised Drivers must and do hold a current and valid licence **(not being a restricted licence, learner's or provisional licence)** to drive the Vehicle at time of signing the Rental Document. (c) **As Authorised Driver, You authorise and consent to Budget verifying Your driving licence status, details and records with local authorities in Australia or New Zealand (as applicable) including via Driver Check managed by the New Zealand Transport Authority.** (d) Budget may refuse to allow You or any Additional Driver to drive the Vehicle who: (i) does not hold a valid and current driving licence for the entire Rental Period; (ii) is unable to present a current and valid international drivers licence in English or of the international drivers licence is not in English, an official translation thereof in English, at the time of rental (as applicable); (iii) has not held their licence for the minimum period required by the rental location or does not meet any first time renter requirements (if any); (iv) has driving-related convictions; or (v) who does not meet our reasonable identity, security, driving licence or credit checks; and (e) You must pay all tolls, parking charges, cleaning fees, fines and infringements incurred by any Authorised Driver relating to or in connection with the Vehicle and You will be liable to pay an Infringement Processing Fee for each traffic or parking related fine or penalty Infringement Notice processed by Budget.
ADDITIONAL DRIVERS	**Who is responsible for the acts of an Authorised Driver?** 2.1 You are responsible for the acts and omissions of each Authorised Driver and any other person You or any other Authorised Driver allows to drive the Vehicle and neither You nor any unauthorised driver will have the benefit of the Loss and Damage Waiver option, Excess Reduction option or Zero Excess option (if accepted or included in Your Rental Charges) if You or any other Authorised Driver allows an unauthorised driver to drive the Vehicle and Budget has reasonable grounds to believe that unauthorised driver causes loss of or damage to the Vehicle or damage to the property of a third party. **How to add an Authorised Driver to Your Rental Agreement** 2.2 To add an Authorised Driver, You may be required to pay the Additional Driver Fee. The additional Authorised Driver may be required to provide Budget a valid licence confirming the additional Authorised Driver is authorised to drive the Vehicle at the time the Rental Document is signed.

IMPORTANT
- Only Authorised Drivers are to drive the Vehicle.
- The key to the Vehicleis Your responsibility; always remember to safeguard it.
- There are restrictions on where You can and cannot drive the Vehicle– refer to Clause 3 below and Annexure E (Where You cannot drive the Vehicle) for details.

3. WHERE YOU CAN AND CANNOT DRIVE THE VEHICLE

WHAT KINDS OF ROADS ARE YOU ALLOWED TO DRIVE ON?	3.1 Authorised Drivers must only use the Vehicle on a road which is properly formed and constructed as a sealed, metalled or gravel road.
PROHIBITED USE	3.2 Authorised Drivers must not use the Vehicle: (a) on beaches, in any sand, through streams, (b) in rivers or flood waters; (c) on fire trails; (d) in the snow or above the Snow Line, except clause 9 (Snow Cover) applies; or (e) in any location listed in Annexure E – Where You cannot drive the Vehicle
OTHER UNAUTHORISED USE	3.3 Unless authorised in writing from Budget, Authorised Drivers must not use the Vehicle: (a) airside on or at any airport; (b) where collecting from: (i) anywhere other than Northern Territory, to enter the Northern Territory; or (ii) anywhere other than Western Australia, to enter Western Australia; or (iii) anywhere on the Mainland, to leave the Mainland unless linked by road (bridge); or (iv) the Northern Territory, to leave the Northern Territory; or (v) Western Australia, to leave Western Australia; or (vi) Tasmania, to leave Tasmania. 3.4 Authorised Drivers 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 carry, or allow the Vehicle to carry, more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle and must ensure that each passenger in the Vehicle appropriately uses the seat belt restraint; (c) not be under the influence of alcohol, drugs or have a blood alcohol or drug content that exceeds the legal limit in the State or Territory in which the Vehicle is driven or as applicable to Your or their licence; (d) not use or allow the Vehicle to be used to carry passengers for payment of any kind; (e) not use the Vehicle when it is damaged or unsafe; (f) provided it is reasonable in the circumstances to do so, not drive the Vehicle after an accident or hitting an object (including animals) until You have obtained Budget' prior written consent to do so; (g) 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' recommendations; (h) not smoke within the Vehicle or allow any other person to smoke within the Vehicle at any time; (i) not use the Vehicle to carry any inflammable substance which has a flashpoint under 22.8°C or any other explosive or corrosive substances without Budget's prior written consent; (j) not use the Vehicle to prepare, commit or assist in any criminal or Terrorist Act; (k) unless in accordance with clause 3.4(l) below, not allow the Vehicle to be used to push or pull anything without Budget' prior written consent; (l) not use the Vehicle for the conveyance or towing of any load unless: (i) the load is correctly loaded and secured and not in excess of that for which the Vehicle was manufactured; and (ii) the Vehicle is fitted with a tow bar; and the conveyance or towing is undertaken in accordance with the Manufacturer's Specifications and Budget' recommendations; (m) not use the Vehicle in contravention of any applicable law; and (n) not register or claim to be entitled to register any security or other interest in the Vehicle under the Australian Personal Property Securities Act 2009 (Cth).

4. VEHICLE MAINTENANCE, SECURITY AND CLEANING

YOUR VEHICLE CARE OBLIGATIONS	4.1 All Authorised Drivers must: (a) maintain all of the Vehicle's engine oils and engine coolant levels to the Manufacturer's Specifications, provided that Budget has provided the Vehicle to You with engine oils and engine coolant at levels which reflect the Manufacturer's Specifications; (b) keep the Vehicle locked and secure when it is unattended and take all reasonable precautions to safeguard the keys under Your or another Authorised Driver's personal control or, keep the keys in a locked and secure environment at all times and out of sight when not in Your possession; (c) comply with all applicable seatbelts and child restraint laws; and (d) for Long Term Rentals, provide Budget with a Kilometre and Servicing Report each month (or as otherwise reasonably requested by Budget).
CHECKS BUDGET MAY CONDUCT	4.2 Budget may conduct identity, security, driving licence and credit checks prior to renting a Vehicle to You and if You fail to meet any of our checks, Budget may refuse to rent the Vehicle to You.

TRANSMISSION OF VEHICLE DATA	**Geolocation** 4.3 Vehicles may be fitted with geo-location systems, cameras and tracking devices which can be used to open and close the Vehicle or track and record the geographical location, distance and speed of the Vehicle during the rental. They may also be used to immobilise the Vehicle if Budget has reasonable grounds to suspect the Vehicle is being used unlawfully or outside of the terms of the Rental Agreement. You agree that Budget can track and record Your location and Your use of the Vehicle. **Telematics data** 4.4 You acknowledge that Budget may from time to time receive telematics data from device-equipped vehicles, including the use of cameras, where driver monitoring is enabled, including fuel levels, fatigue, distance, speed, Vehicle location data (including the longitude, latitude and direction of travel), Vehicle damage detection data, Vehicle diagnostic information (such as advice that the engine warning light has activated), braking, acceleration and cornering data.
ROADSIDE ASSISTANCE	**Inherent mechanical faults** 4.5 Budget will provide 24 hour roadside assistance for all Inherent Mechanical Faults (as reasonably determined by Budget or its authorised repairer) at no additional cost (even if you have not purchased Roadside Assistance Cover) provided that the fault does not arise as a result of any unauthorised use of the Vehicle in breach of clause 3 (Where You can and cannot drive the Vehicle) (save, in respect of clause 3, dealing with use of the Vehicle in contravention of law, for minor infractions). **When You will be charged the Roadside Callout Fee** 4.6 For each roadside callout for a fault or Incident which Budget has reasonable grounds to believe is caused by Your act or omission, including (but not limited to): (a) emergency refuelling up to an amount required to reach the nearest petrol station; (b) damage to or failure to upkeep any tyre in accordance with the Manufacturer's Specifications (unless You have purchased Windscreen and Tyre Protection); (c) Electric Vehicle battery recharge; (d) lost keys; (e) keys locked in the Vehicle; or (f) a flat battery due to lights or other electrical equipment being left on, You will be charged a Roadside Callout Fee, unless You purchased Roadside Assistance Cover. **When Roadside Assistance Cover does not apply** 4.7 If you have purchased Roadside Assistance Cover, it will not apply if the Vehicle has been used in breach of clause 3 (Where You can and cannot drive the vehicle) (save, in respect of clause 3, dealing with use of the Vehicle in contravention of law, for minor infractions) or in respect of any additional amount(s) payable under clauses 7.1 (When You are liable for loss and damage) and 7.2 (Damage that is not Your fault).
CLEANING AND REPAIRS	**Can You make Your own arrangements for repairs?** 4.8 You must not have repairs to the Vehicle carried out unless Budget authorises You to do so in writing. Budget requires verification of the cost of repairs for reimbursement and GST purposes. You should obtain an original tax invoice/receipt from the repairer to assist Budget. Budget will reimburse You for any repairs to the Vehicle authorised by Budget in writing, provided that Budget can verify the cost of those repairs. To the extent that Budget cannot verify the cost of repairs, Budget will not reimburse You. **When will You be liable for professional cleaning?** 4.9 If Budget has reasonable grounds to believe that You or another person has been using the Vehicle during the Rental Period in breach of clause 3.4(h) (prohibiting smoking in the vehicle) or returned the Vehicle in poor condition (excluding Fair Wear and Tear); You may be required to pay the cost of any professional cleaning or odour extraction reasonably incurred by Budget (as set out in Annexure B – Pricing Schedule) and a reasonable administrative fee reflecting the cost of making arrangements for professional cleaning or odour extraction. **What damage does Windscreen and Tyre Protection cover?** 4.10 Windscreen and Tyre Protection covers You for damage to Your Vehicle's windscreen, front or back windscreens, and all side window glass and all tyres, including the spare tyre. The exclusions to this coverage are Vehicle mirrors, headlights, any part of the wheel (i.e. hubcap, rim and alloy wheels) or damage to the Vehicle directly caused by Your breach of this Agreement, or for which You are liable by virtue of clauses 7.1 (When You are liable for loss and damage) and 7.2 (Damage that is not Your fault).

ROADSIDE ASSISTANCE COVER: TRUE PEACE OF MIND
It will cover You for those little things that can go wrong, such as:

- **Call out fees as a result of non-mechanical, customer at fault roadside assistance support**
- **Recovery support for Vehicle lock-outs, Vehicle unlock (e.g. keys locked inside)**
- **Recovery support for jump-starts due to a flat battery**
- **Recovery support for tyres e.g. change (not the cost for the tyre)**
- **Towing costs up to 100km and/or to the nearest rental location under 100km**

If You're not covered, You can incur a Roadside Callout Fee – refer to Annexure B (Pricing Schedule) for details.

5. RETURN OF THE VEHICLE

HOW TO RETURN THE VEHICLE

5.1 You must return the Vehicle to Budget:
- (a) at the place, on the date and by the time:
  - (i) shown on the Rental Document unless You have informed Budget of a change prior to the return date and time and Budget has consented to the change (such consent not to be unreasonably withheld); or
  - (ii) communicated to You, if the Rental Agreement is terminated in accordance with the Rental Agreement, including clauses 5.6 or 13; and
- (b) in the same condition as it was at the commencement of the Rental Period, Fair Wear and Tear excepted.

If You want to return the Vehicle to a different location

5.2 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 5.6(a) applies to You). If You do not tell Budget in advance, You must pay a One Way Fee as set out in Annexure B - Pricing Schedule (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 clauses 5.3 or 5.4 below.

If You do not receive our approval for a change to Your return of the Vehicle

5.3 If You:
- (a) return the Vehicle at a later date or time than that shown on the Rental Document;
- (b) return the Vehicle to a place other than that shown on the Rental Document; or
- (c) do not comply with any special conditions set out in the 'Rates' section on the Rental Document,

the rates shown on the Rental Document and set out in Annexure B may continue to apply for the additional rental days, including any One Way Fee and Late Return Fee. If You return the Vehicle to a place other than that shown on the Rental Document, a One Way Fee for return of the Vehicle will apply.

EXAMPLE: UNAPPROVED CHANGE TO RETURN OF VEHICLE

You agree to return the Vehicle to Sydney airport on 1 February.

If You return the Vehicle to Melbourne airport, You will be liable for the One Way Fee. If the One Way Fee is $2* per kilometre, you will be liable for $1,710 ($2* per km × 855km).

If you return the Vehicle on 3 February, you will be liable for payment for 2 additional rental days, as well as the Late Return Fee. If the daily rate on Your Rental Document is $150*, You will therefore be charged for the Rental Period, plus $300 ($150* × 2 days), plus the Late Return Fee.

* These figures are for example purposes only and may differ from actual charges and rates.

Returning the Vehicle earlier than agreed

5.4 If You return the Vehicle at an earlier date or time than that shown on the Rental Document or otherwise agreed in writing with Budget, the rates shown on the Rental Document will not apply and You must pay the current daily rate that would have been applicable for the Vehicle for the Rental Period if hired for that period at those rates, which is likely to be higher than the rates shown on the Rental Document.

5.5 If you have pre-paid Your Vehicle booking, clause 5.4 does not apply and You will not be entitled to a refund but Budget may recalculate payment for the booking.

EXAMPLE: RETURNING THE VEHICLE EARLY

If You have PRE-PAID for the rental:

If you have PRE-PAID for the Vehicle booking in accordance with the Pay Now Terms and Conditions (Annexure D), You are charged the full amount for the Pre-Agreed Rental Period and will not get a refund for early return.

If You have NOT pre-paid for the rental:

If you agree to rent the Vehicle for a period of seven days, but return the Vehicle after two days, then the daily rate calculated for the seven-day rental will not apply.

For example, if the daily rate for the seven-day rental was calculated at $100*, the total charge would be $700*. If the daily rate for a two-day rental in those two days would have been $110*, You will instead be charged $220* for the two days of actual use (daily rate × 2).

** These figures are examples only and may differ from actual charges and rates.

When the Vehicle must be immediately returned

5.6 Although We will try to contact You in advance where possible, Budget may request the immediate return of the Vehicle or Budget may recover the Vehicle without informing You in advance if:
- (a) the limit on Your method of payment would be exceeded by the debiting of the Rental Charges for a requested extension of the rental of the 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 has reasonable grounds to believe that:
  - (i) the Vehicle has been or will be used for an unlawful purpose;
  - (ii) damage to the Vehicle, or injury to persons or property may occur or has occurred; or
  - (iii) the Vehicle has been or will be used in an industrial dispute.

5.7 If clause 5.6(a) above applies to You, Budget will exercise its rights under that clause if Budget is unable to contact You within three (3) days after unsuccessfully attempting to debit the Rental Charges.

5.8 If clause 5.6 applies to You, You will not be entitled to a refund but Budget may recalculate payment for the booking. The provision of a replacement Vehicle is at Budget's sole discretion.

OVERDUE VEHICLES	5.9 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 in writing then: (a) after written communication with You and if the location of the Vehicle is unknown, Budget may report the Vehicles lost or stolen to the police; and (b) You must pay Budget all Rental Charges (including additional Rental Charges) and compensate Budget in accordance with clause 7 (Liability for Loss or Damage) for any loss Budget actually incurs (including all reasonable additional costs Budget incurs in recovering the Vehicle or because the Vehicle was not available for rental by others when due) up to the time that the Vehicle is recovered by Budget, except for losses caused or contributed to by Budget. (c) Budget will use reasonable endeavours to mitigate any loss suffered under this clause 5.9.
YOUR LIABILITY FOR VEHICLE DOWN TIME	5.10 If You have breached the Rental Agreement and Your breach of the Rental Agreement (or a breach of the Rental Agreement by any other Authorised Driver) has caused the downtime of the Vehicle, You may be liable to pay a per day loss of revenue fee based on the actual downtime of the Vehicle or, where the actual downtime of the Vehicle is not known, a reasonable estimate of that downtime (Per Day Loss of Revenue Fee). 5.11 Calculation of the per day loss of revenue fee in clause 5.10 above will be calculated in accordance with the daily rate for that period (shown in Your Rental Document) multiplied by the number of days of downtime, including any applicable GST. 5.12 If You are charged for downtime of the Vehicle in accordance with clause 5.10, Budget will inform You seven (7) days' in advance before Your Account is debited.
OUR PROCESS FOR CONTACTING YOU ABOUT A VEHICLE RETURN ISSUE	5.13 Prior to exercising its rights under clauses 5.6(a), 5.6(b) or 5.9 above, Budget will attempt to call You on Your contact number and / or email You via the email address recorded in the Budget system at least two (2) times to confirm whether an extension of Your Rental Agreement or change to the payment method listed on Your Account is required. 5.14 If Budget is unable to contact you within five (5) days after the designated drop off date and time for the Vehicle shown on the Rental Document or any extended date or time agreed with Budget in writing, then Budget will proceed to exercise its rights under clause 5.7 above.

6. FUEL

WHAT KIND OF FUEL TO USE IN THE VEHICLE	6.1 You must fill the Vehicle only with the fuel type specified in the Manufacturer's Specifications.
REFUELLING THE VEHICLE: LESS THAN 120 KILOMETRES DRIVEN	6.2 If You drive the Vehicle less than 120 kilometres during the Rental Period, You will be charged the Fuel Service fee per kilometre driven as set out in the Rental Document. Budget will waive the Fuel Service fee if You present a receipt indicating You have refuelled the Vehicle and the Vehicle has the same level of fuel that the Vehicle had when You rented it, as determined reasonably by Budget' visual or electronic inspection of the Vehicle's fuel gauge.
REFUELLING THE VEHICLE: MORE THAN 120 KILOMETRES DRIVEN	6.3 If: (a) You drive the Vehicle120 or more kilometres during the Rental Period; (b) You do not select the 'prepaid fuel option' in the Rental Document where that option is available; and (c) You return the Vehicle with less fuel in the Vehicle than the Vehicle had when You rented it; You must pay Budget the Fuel Service fee amount per litre as set out in the Rental Document. The Fuel Service includes the cost of fuel and all other costs associated with arranging to fill the Vehicle with fuel. 6.4 For the purpose of clause 6.3 above 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 or electronic inspection by Budget of the Vehicle's fuel gauge, and the kilometres driven, however if a Fuel Service fee amount is charged, that amount will be based on the number of litres of fuel actually put into the Vehicle to return it to the level of fuel that the Vehicle had when You rented it.

IMPORTANT
Clauses 7 to 9 below set out when You will be held accountable for loss or damage to the Vehicle and our procedures for calculating Your financial liability.
These procedures may cause detriment to You, so it is very important You read these clauses carefully and contact Budget if You have any questions.
You may have rights under the ACL – see clause 16 (Australian Consumer Law) for more details.

7. LIABILITY FOR LOSS OR DAMAGE

WHEN YOU ARE LIABLE FOR LOSS AND DAMAGE	7.1 Subject to clauses 7.2, 7.3, 7.4 below and clause 8 (Loss Damage Waiver), You are liable: (a) to compensate Budget for any damage to or loss of the Vehicle, including any Incident, hail, flood or storm related damage or theft of the Vehicle, which Budget has reasonable grounds to believe has occurred during the Rental Period (including by reference to the Vehicle Condition Report); and (b) for damage to third party property which Budget has reasonable grounds to believe is caused or contributed to by You or another Authorised Driver or any person You or another Authorised Driver allow to drive the Vehicle and to the extent permitted by applicable law, Budget will not be responsible for such liability.

WHEN YOU ARE NOT LIABLE FOR LOSS AND DAMAGE	**Damage that is not Your fault** 7.2 If, acting reasonably, Budget accepts that the loss or damage referred to in clause 7.1 above was not Your fault, You will not be liable to compensate Budget provided You comply with the process set out in clause 11 (Claims and proceedings and what to do if there is an Incident) for dealing with an Incident and: (a) You are resident in Australia; (b) You provide Budget with the following details of the Incident: (i) the name, residential address, contact phone and licence number of any person involved; (ii) the name of any insurer of any third party You believe was at fault; (iii) the registration numbers of all vehicles involved; (iv) an accurate description of the Incident and location; (v) the names of any attending police officers and the stations at which they are based; and (c) Budget reasonably believes that it will recover the amount of loss or damage from a third party. **Damage that is Budget' fault** 7.3 Budget is liable for any damage to or loss of the Vehicle that is our fault. This includes: (a) any failure on our part to properly maintain the Vehicle; and (b) loss or damage directly due to our negligence.
BUDGET WILL MITIGATE LOSSES	7.4 Budget will use reasonable endeavours to mitigate its losses where charged to You under this clause 7 (Liability for loss or damage).

IMPORTANT: IF YOU ARE IN AN ACCIDENT OR INCIDENT

- **In the event of an accident or damage it is important not to panic.**
- **Please notify Budget as soon as practical. The phone number for Your rental location can be found on Your Rental Document.**
- **If it is safe to do so please take pictures of the accident site and all vehicles involved.**
- **The reporting procedure for accidents is set out at clause 11.1 (What to do if there is an Incident) and You MUST follow this procedure. If You do not follow this procedure, You may be financially liable to compensate Budget for loss or damage.**

8. LOSS DAMAGE WAIVER

WHEN LOSS DAMAGE WAIVER WILL APPLY	8.1 Subject to clause 8.2 (When the Loss Damage Waiver will not apply), if You are or would be liable to compensate Budget for its loss under clause 7.1 (When You are liable for loss and damage), Budget will waive that liability if You have complied with the Rental Agreement and these Terms and Conditions and to the extent: (a) You pay the Excess Amount (where applicable and subject to Excess Reduction and Zero Excess, if any) stated on the Rental Document for each separate event or Incident involving: (i) damage (include hail, flood or storm damage) to, or loss of, the Vehicle; or (ii) damage which is caused by an Authorised Driver or anyone else during the Rental Period.
WHEN LOSS DAMAGE WAIVER WILL NOT APPLY	8.2 The waiver in clause 8.1 above will not apply in relation to, and You may be liable to Budget for Budget' loss, including for the full cost of the following which occur during the Rental Period: (a) Overhead Damage or Underbody Damage (including, without limitation, damage which occurs if You or any other person driving the Vehicle come into contact with something including, but not limited to, a bridge, a tunnel, a tree, or the roof or boom gate of a car park; or damage, including but not limited to, the exhaust systems, suspension and chassis caused by carelessly driving over gutters or kerbs or driving along poor quality roads at excessive speeds) which Budget has reasonable grounds to believe is caused by You and not attributable to Fair Wear and Tear; (b) water damage for which Budget has reasonable grounds to believe that You or any other person driving the Vehicle have driven the Vehicle in a manner that results in total or partial inundation or immersion of the Vehicle in water or exposure of the Vehicle to saltwater including, without limitation, damage which occurs as a result of You driving the Vehicle through floods, creeks or rivers; (c) damage to the Vehicle for which Budget has reasonable grounds to believe that You or any other person driving the Vehicle have caused owing to a breach of any of clause 3 (Where You can and cannot drive the Vehicle), 4.1 (Your Vehicle care obligations), 4.8 (Can You make Your own arrangements for repairs?) or 6.1 (What kind of fuel to use in the Vehicle) (save, in respect of clause 3.4 dealing with use of the Vehicle in contravention of law, for minor infractions) by You or any other person driving the Vehicle; (d) damage to a tyre or an Accessory not attributable to Fair Wear and Tear that Budget has reasonable grounds to believe is caused deliberately or recklessly by You; (e) theft of the Vehicle, even if You report the Vehicles stolen to the police immediately on becoming aware of the theft, provide full details of the theft and provide a copy of the police report to Budget as soon as You receive it and complied with the procedure for Incidents set out in clause 11 (Claims and proceedings and what to do if there is an Incident), except where we recover the Vehicle and You are only liable for a lesser amount under these Terms and Conditions; or (f) loss or damage to the Vehicle if Budget has reasonable grounds to believe that such loss or damage was caused by any Accessories (such as snow chains) not approved by Budget; (g) loss or damage to Your property, the property of a member of Your immediate family or of a person related to You or a person residing at Your premises; or (h) if Budget has reasonable grounds to believe that loss or damage is caused by a breach of these Terms and Conditions by You. For the purposes of this clause 8.2, any reference to You includes an Authorised Driver and any person You or another Authorised Driver allow to drive the Vehicle. 8.3 Budget will use reasonable endeavours to mitigate its losses charged to You under this clause 8.2 (When Loss Damage Waiver will not apply).

9. SNOW COVER

WHEN YOUR LOSS DAMAGE WAIVER APPLIES IF YOU DRIVE IN SNOW OR ABOVE THE SNOW LINE	9.1 Notwithstanding clause 3 (Prohibited Use), You are permitted to drive the Vehicle on snow or above the Snow Line PROVIDED: (a) You have accepted and paid for Snow Cover at the time of collecting the Vehicle. Snow Cover is not available at all locations and the amount may vary from location to location. You will be informed at the location and prior to making the payment, the costs of Snow Cover; and (b) You use appropriate snow driving Equipment (such as chains) suitable to the Vehicle; and (c) It is otherwise reasonably safe and responsible to drive the Vehicle on snow or above the Snow Line in the circumstances. 9.2 If You comply with clause 9.1 above, clause 8.1 (When Loss Damage Waiver will apply) will apply to damage or loss caused to the Vehicle due to the use of the Vehicle on snow or above the Snow Line.

10. ASSESSMENT AND PAYMENT FOR LOSS OR DAMAGE

WHAT HAPPENS IF YOU HAVE TO PAY THE EXCESS AMOUNT	**Criteria for debiting Your Account with the Excess Amount** 10.1 Budget will debit Your Account with the Excess Amount, if: (a) You must pay the Excess Amount under clause 8.1(a) (Waiver of Liability); or (b) fault has not been determined but Budget has reasonable grounds to believe You are the party at fault; or (c) You have not provided information required by clause 7.2 (Damage that is not Your fault) or clause 11 (Claims and proceedings and what to do if there is an Incident); or (d) You are not ordinarily a resident in Australia, **What happens if there is more than one damage Incident?** 10.2 Where You are liable under clause 8.1(a) (Waiver of Liability) for the Excess Amount, one Excess Amount for each separate damage Incident will be debited by Budget. The Excess Amount will be debited at the time of loss of, or damage to, the Vehicle and or damage to the property of any third party. For the purposes of this clause 10.2, one damage Incident includes all types of damage suffered by a Vehicle simultaneously or nearly simultaneously owing to that Incident. **DAMAGE INCIDENT EXAMPLE** **If You reverse the Vehicle into the barrier of a bridge and the Vehicle consequently falls into a river under the bridge, any damage to the panels owing to reversing into the bridge and water or other damage associated with the Vehicle falling into the river will fall under the Excess Amount for ONE damage Incident.** **If, later that day, You are in a rear end collision while driving the Vehicle, the rear end collision will amount to a separate damage Incident for the purposes of calculating how many Excess Amounts are payable under clause 10.2.** **Can the Excess Amount be refunded?** 10.3 If Budget subsequently comes to a reasonable belief that a third party or the insurer of a third party will pay Budget for the loss or damage to the Vehicle or Budget receives such payment and it is in excess of the Excess Amount, Budget will, within a reasonable period of time of forming that belief or receiving such payment, refund You the amount received or to be received up to the Excess Amount.
HOW TO REPORT A THIRD-PARTY INCIDENT	10.4 If You report to Budget in writing that a third party has been involved in an Incident, Budget will take reasonable steps to determine fault and, where practicable, obtain an admission from the third party or the third party's insurer. If Budget obtains that admission and You ordinarily reside in Australia and have an Australian driver's licence, Budget will not debit Your Account with the Excess Amount or Excess Amounts for which You are liable provided You have complied with the process set out in clause 11 (Claims and proceedings and what to do if there is an Incident) for when there is an Incident.
RECOVERY COST PROCESS	**Meaning of Recovery Cost** 10.5 For the purposes of clauses 10.5 to 10.8, 'Recovery Cost' means, in relation to the loss of, or damage to, the Vehicle the sum of: (a) any third-party appraisal fees actually and reasonably incurred by Budget; (b) any third-party retrieval, towing and storage costs actually and reasonably incurred by Budget; and (c) a reasonable third-party administrative fee actually and reasonably incurred by Budget which is charged to Budget for the cost of making arrangements for retrieval, towing and repairs, and other administrative activities. **Payment of Recovery Cost** 10.6 If any of clauses 7.1 (When You are liable for loss and damage), 8.1 (Waiver of liability) or 8.2 (When the waiver will not apply) apply, Budget will inform You in advance of the Recovery Cost. You must pay to Budget, or You authorise Budget to debit Your Account with, the Excess Amount at the time of loss of, or damage to, the Vehicle pending Budget' reasonable preliminary assessment of the loss and damage and, if applicable, the repair of the Vehicle, subject to Your rights under clause 10.10 (Right to a refund). Budget will inform You in advance of an applicable charge under this clause 10.6. 10.7 For the purposes of calculating any refund under clause 10.10 (Right to a refund) , Budget will add the Recovery Costs to the amount of the costs of damage and repair to the Vehicle. 10.8 If clause 7.1 (When You are liable for loss and damage) applies, and if the total of the Recovery Costs and the costs and fees that You must pay under clause 8.1 (Waiver of liability) is greater than the Excess Amount, You must pay the Excess Amount to Budget, or Budget may debit Your Account with that amount.

CALCULATION OF LIABILITY FOR LOSS OR DAMAGE	**How Budget calculates Your liability** 10.9 Where You are required to pay Budget under clause 7 (Liability for loss or damage), the amount You must pay for any loss, damage, repair, cost or fee: (a) may be reasonably determined by Budget; and (b) 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. **Right to a refund** 10.10 If the amount reasonably determined by Budget and paid by You under clause 10.6 above exceeds the final cost of the loss, damage or repair, Budget will refund the difference to You within a reasonable period of time. Details which Budget must provide 10.11 Budget will provide details to You of the final cost of the loss, damage or repair on request by You and within a reasonable period of time. These details will include supporting documentation a such as copies of the Recovery Costs, repair invoices and photos of damage if Budget is required to provide these under the Code. **If the Vehicle is stolen** 10.12 If You report the Vehicles stolen to Budget and to the police in accordance with these Terms and Conditions and clause 8.1 (Waiver of liability) applies to You, Budget will debit Your Account for the Excess Amount. Budget will initiate inquiries with the relevant authorities with a view to recovering the Vehicle. If the Vehicle is recovered, Budget will refund the Excess Amount less Recovery Cost and any amount for damage arising from the condition in which the Vehicle is found, which is not recovered from a third party. **LIABILITY FOR THEFT EXAMPLE – WHERE WAIVER OF LIABILITY APPLIES** In a scenario where the Excess Amount is $5,000, and the Vehicle is recovered three days after the theft with damage worth $100, and Recovery Costs amount to $400 You will be refunded $4,500. If the Vehicle is not recovered, You will remain liable for the full $5,000 to compensate for the Vehicle's value. * These figures are examples only and may differ from actual charges and rates. 10.13 If You have not complied with these Terms and Conditions or clause 8.1 (Waiver of liability) does not otherwise apply to You, Your liability for a stolen Vehicle will be greater than that set out in 10.12 above.

Have an issue with a payment or Budget's assessment of Your liability for loss or damage?
Our dispute process (including how You can make a complaint) is set out in clauses 12.6 and 15 of these Terms and Conditions.

11. CLAIMS AND PROCEEDINGS AND WHAT TO DO IF THERE IS AN INCIDENT

WHAT TO DO IF THERE IS AN INCIDENT	11.1 In the event of an Incident, You must ensure that You or another Authorised Driver: (a) promptly report the Incident to the local police (if required by applicable law and in compliance with that law); (b) promptly report the Incident in writing to Budget and in any event within 24 hours after it; (c) do not make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability in relation to the Incident, except to the extent that You or another Authorised Driver are required to provide a statement to the police; (d) permit Budget, or its insurers at their own cost to bring, defend, and force or settle any legal proceedings against a third party in Your name or in the name of another Authorised Driver in relation to the Incident; (e) permit Budget or its insurers to claim in Your name or that of another Authorised Driver under any applicable Substitute Vehicle Insurance, and assist, and cause that 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) complete and furnish to Budget or its insurers within a reasonable time any additional statement, information or assistance which Budget or its insurers may reasonably require, including attending a lawyer's office and at Court to give evidence. 11.2 Budget will meet the reasonable out of pocket expenses of You or another Authorised Driver in complying with clauses 11.1(d), 11.1(e) or 11.1(f) above.
CONSEQUENCES OF NON-COMPLIANCE BY YOU	11.3 If You do not comply with clause 11.1 above, and Budget or its insurer are unable to investigate or mitigate their losses for the Incident in full because of this non-compliance, Budget will, if it is reasonable to do so, notify You of the amount payable pursuant to these Terms and Conditions (including but not limited to Rental Charges, damages and other amounts due and payable) and, if those charges are not disputed by You within five (5) working days, then by these Terms and Conditions You authorise Budget to debit from Your Account all Rental Charges pending Your full compliance.
BUDGET' INSURANCE IS FOR BUDGET' BENEFIT ONLY	11.4 Nothing in these Terms and Conditions entitles You to: (a) benefit from any of our insurance policies as an insured; or (b) require Budget or its insurers to defend, settle or otherwise act on Your behalf for any claim brought against You by others.

12. PAYMENT

PAYMENT AUTHORISATION	**Payments due at end of Rental Period** 12.1 At the end of the Rental Period, You authorise the debit of Your Account by Budget to pay: (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; (c) the replacement cost as reasonably incurred by Budget for a lost or stolen Accessory or keys; (d) any card surcharge payable for the method of payment You choose to use for Your Account; and (e) any amount which You reasonably owe to Budget under the Rental Agreement, in respect of a breach of the Rental Agreement or otherwise. Budget will provide to You information containing detail about any amount payable under this clause 12.1, including a justification with respect to the amounts charged and how these amounts have been calculated. (f) such payment to be adjusted for any payment made at an earlier date pursuant to the Rental Document. **Budget may adjust Rental Charges** 12.2 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 Budget reasonably determines that a Rental Charge should be adjusted to comply with these Terms and Conditions, Budget will provide details to You using Your contact details supplied to Budget before such Rental Charge is made.
MINIMUM RENTAL CHARGES	**Minimum rental charge** 12.3 The minimum charge You must pay for the rental of the Vehicle is an amount equivalent to: (a) **Time:** one day's rental at the 'daily rate' shown on the Rental Document (subject to clause 5.4 (Returning the Vehicle earlier than agreed)); and (b) **Kilometres:** the amount payable for the number of kilometres driven during the Rental Period. Distance charge 12.4 Distance charges including the number of kilometres driven are measured by the Vehicle's odometer.
PREMIUM LOCATION SURCHARGE	12.5 Budget may charge you a premium for picking up the Vehicle from airport locations and selected premium off-airport locations (**Premium Location Surcharge**). The Premium Location Surcharge varies from location to location and Budget will inform You of any Premium Location Surcharge (including its cost) applicable to Your rental in advance at the time of booking and it will be as set out in Your Rental Document.
PAYMENT DISPUTES	12.6 Budget will inform You in advance of all amounts payable to Budget under clause 12.1 (Payments due at end of Rental Period). You may dispute these amounts by contacting customer.service@Budget.com.au within 5 working days of the notification being sent under this clause 12.6 (**Notice Period**). 12.7 Further to clause 12.6, if an amount is payable under clauses 12.1(c) or (e) above, Budget will not debit Your Account during the Notice Period. You authorise Budget to charge and debit from Your Account all amounts that remain undisputed at the end of the Notice Period payable to Budget under clauses 12.1(c) or (e).
CREDIT OR DEBIT CARD AUTHORISATION	12.8 If You pay Your Rental Charges by credit or debit card, You acknowledge that it may take 7-10 working days for Your financial institution to release any amount which has been authorised by that institution at the request of Budget under clause 12.1 (Payments due at end of Rental Period) which is in excess of Your Rental Charges.
REFUNDS	12.9 Budget aims to pay, within 14 days after it becomes payable to You, any refund due to You by such method as Budget may reasonably choose.
FAILURE TO PAY BY YOU	12.10 If You fail to pay any amount under or in connection with the Rental Agreement within 14 days after the date by which You are required to pay the amount, You must also pay Budget and You authorise Budget to debit from Your Account Budget' Collection Costs from the date of demand. **Our process for contacting You about an overdue payment** 12.11 Prior to exercising rights under clause 12.10 above, Budget will attempt to call You on Your contact number recorded on the Budget system to discuss whether an alternative to the payment method listed on Your Account is required before referring the matter to third party debt collectors. 12.12 Budget has the right to assign, transfer, or delegate any debt You owe to Budget under this Agreement to any third party (assignee) for the purposes of collection, without Your prior consent. Upon such assignment, the assignee is entitled to collect the outstanding debt on behalf of Budget and You must make payment to the assignee in accordance with the terms of this Agreement. Your obligations in this Agreement remain in full force and effect notwithstanding the assignment.

13. TERMINATION

WHEN CAN THE RENTAL AGREEMENT BE TERMINATED?	13.1 Either party may terminate the Rental Agreement at any time if the other party commits a breach of this Rental Agreement or any other Rental Agreement between the parties. 13.2 Subject to clauses 5.2 to 5.7 (Return of the Vehicle) and 12.3 (Minimum rental charge), You may terminate the Rental Agreement at any time by returning the Vehicle to Budget. 13.3 Budget may terminate the Rental Agreement if Budget is required by the police or other regulatory authority to take possession of the Vehicle from You.

14. PROPERTY IN VEHICLE

LIABILITY FOR PROPERTY WHICH IS LOST, STOLEN OR LEFT BEHIND IN THE VEHICLE	14.1 Budget or a Budget employee acting in the course of the employment of Budget is not liable to any person for any loss of, or damage to any property left in the Vehicle by You or anyone else.

15. DISPUTE RESOLUTION

BUDGET COMPLAINT PROCESS	15.1 Budget will use its best endeavours to respond to Your complaint within fifteen (15) working days after the date of receipt of the complaint, provided Budget has all necessary information and has been able to complete any investigation required. 15.2 If Budget cannot respond within fifteen (**15**) working days, Budget will let You know as soon as reasonably practicable (and within fifteen (**15**) days after receiving Your complaint) of the estimated response date. 15.3 Your complaint will be reviewed by a Budget representative who: (a) has appropriate experience, knowledge and authority; and (b) is different from the person or persons whose decision is the subject of the complaint. 15.4 Budget' response to the review of a customer's complaint will be in writing and will include: (a) the final decision in relation to the complaint; (b) the reasons for that decision; and (c) the right to take the dispute to external dispute conciliation.
COMPLAINT REFERRAL	15.5 If You do not accept the resolution of Your complaint through our internal dispute resolution process, You may refer the matter to the Australian Finance Industry Association (**AFIA**) facilitated by lodging a complaint online at https://www.afia.asn.au/consumer-complaints/ 15.6 Budget will participate in AFIA process in good faith, including by being represented by an employee or representative who has sufficient authority to negotiate and agree an outcome with You. Budget will comply with any directions made by AFIA for the conduct of the conciliation. Budget will seek to resolve the matter with You during the conciliation and will consider any recommended resolution.

16. AUSTRALIAN CONSUMER LAW

YOUR RIGHTS UNDER AUSTRALIAN CONSUMER LAW	16.1 If You acquire any goods and services in Australia as a consumer under the Australian Consumer Law, these Terms and Conditions are subject to this clause 16. 16.2 Nothing in these Terms and Conditions applies where it would exclude, restrict or modify any right or remedy that You may have under the Australian Consumer Law if such right or remedy cannot lawfully be excluded, restricted or modified. 16.3 Notwithstanding anything to the contrary in these Terms and Conditions, if You acquire goods (other than goods acquired for the purpose of resupply) or services from Budget as a consumer, they come with statutory guarantees under the Australian Consumer Law that are not excluded by any term of these Terms and Conditions.
YOUR RIGHTS: MAJOR FAILURES	16.4 For major failures with the service, You are entitled: (a) to cancel your service contract with us; and (b) to a refund for the unused portion, or to compensation for its reduced value. (c) You are also entitled to choose a refund or replacement for major failures with goods.
YOUR RIGHTS: OTHER FAILURES	16.5 If a failure with the goods or a service does not amount to a major failure, You are entitled to have it rectified in a reasonable time. If this is not done You are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. 16.6 You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

17. GOVERNING LAW AND JURISDICTION

GOVERNING LAW	17.1 The laws of New South Wales, Australia govern this Rental Agreement.
JURISDICTION	17.2 You and Budget submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, Australia and waive any right to claim that those courts are an inconvenient forum.

18. GOODS AND SERVICES TAX (GST)

PRICES WHICH ARE EXCLUSIVE OF GST STATE THAT	18.1 Prices provided in this Rental Agreement state whether they are exclusive of goods and services tax (**GST**) or inclusive of GST.
GST PAYABLE IN ADDITION FOR ANY AMOUNT DISPLAYED WITHOUT GST WHERE GST APPLIES	18.2 If GST is payable in respect of a supply under applicable law in addition to a price displayed, then the recipient of the supply must pay to the supplier an amount (**GST Amount**) equal to the GST payable on the supply. The GST Amount is payable by the recipient in addition to and at the same time as any consideration for the supply.

19. PRIVACY

CONSENT RELATING TO PERSONAL INFORMATION	19.1 Any Personal Information provided by You (whether Personal Information of You or another individual which You have the necessary consents to provide) may be collected, used and disclosed by Budget for the purposes contemplated by this Rental Agreement (including the *Privacy Collection Statement*) and Privacy Notice which can be found at www.Budget.com.au/privacy which You agree that You have consented to before you agreed to this Rental Agreement. 19.2 You must not provide Budget with any Personal Information of another individual unless You first make them aware of the Privacy Collection Statement and Privacy Notice and have their consent to do so.

ANNEXURE A : PRIVACY COLLECTION STATEMENT

About this Privacy Collection Statement

Budget Australia recognises the importance of protecting Your Personal Information. This Privacy Collection Statement explains how the Budget Group (see 'About Budget' below) protects Your privacy and summarises how it collects, uses and discloses Personal Information about You. It is a short summary only and should be read together with our full Privacy Policy (our **Privacy Notice**) at www.Budget.com.au/privacy which provides more details or You can contact Budget to request a copy.

This Privacy Collection Statement together with our Privacy Notice applies to Personal Information Budget Australia collects, use and disclose about You only. Budget Australia is part of the worldwide Budget group. Because the Budget Group operates a Vehicle rental system in many countries, Your Personal Information will be held in and be accessible by Budget Group staff, licensees and contractors located in other countries.

About Budget Australia

Budget Australia is the trading name of Budget Rent A Car Australia Pty Limited ABN 89 007 348 021 (**Budget**) which is a subsidiary of Budget Rent A Car System, LLC, located in the United States. These companies are part of the Avis Budget Group. Through these companies, and their subsidiaries and licensees, the Avis Budget Group manage thousands of Budget car rental locations around the globe.

In this Privacy Collection Statement, **Budget Australia, we, us** or **our** means Budget and its Budget licensees in Australia; **Avis Budget Group** means all Budget companies and licensees worldwide.

What Personal Information does Budget Australia collect about You and how does Budget collect it?

When You book or rent a Vehicle from Budget Australia, Budget collects certain Personal Information from You about You, Your company's business contacts and Authorised Drivers. The service You use will determine what Personal Information Budget collects from You, which may include Your name, contact details, date of birth, driver's licence number, passport details, payment details, driving record details, company name and employee number. Budget may collect information about You from You or through a travel agent or one of our licensees, a corporate program, Your representatives, one of Budget' partner programs, local authorities or a credit reporting body. Budget may also use electronic tools to monitor the location, usage and servicing of the Vehicle, including Your speed, time, fuel consumption, distances travelled and current and previous locations visited. This information collected by these electronic tools is Personal Information within the meaning of the Privacy Act 1988 (Cth).

Budget is also required or authorised to collect certain Personal Information under laws such as the following State/Territory Vehicle registration laws: *Road Transport (Driver Licencing) Act 1999* (ACT), *Road Transport Act 2013* (NSW), *Motor Vehicles Act 1949* (NT), *Transport Operations (Road Use Management) Act 1995* (QLD), *Motor Vehicles Act 1959* (SA), *Vehicle and Traffic Act 1999* (TAS), *Road Safety Act 1986* (VIC) and *Road Traffic Act 1974* (WA). If Budget is unable to collect Your Personal Information, this may prevent Budget from providing services to You or limit Budget' ability to provide You with the level of service that You or your employer would normally expect from Budget.

Where You provide Budget with Personal Information about someone else, You must have their consent or authority to provide their Personal Information to Budget for the purposes set out in this Privacy Collection Statement and our Privacy Notice.

By providing Your or other Personal Information, You agree that it may be collected, used and disclosed by Budget Australia in accordance with this Privacy Collection Statement and Budget' Privacy Notice. If You do not agree, Budget may not be able to communicate with You or provide certain services to You.

How is Personal Information used or disclosed by Budget Australia?

General purposes

Budget may use and disclose Your Personal Information for purposes including:

- provide the services and benefits that You request;
- administer those services;
- research, develop, managed, protect and improve our services;
- communicate with You regarding Your Vehicle, safety, arrangements with Budget and other matters;
- investigate, prevent and deal with fraud, unlawful activity and breaches of our agreements with You or Your employer;
- conduct customer satisfaction surveys and inform You of improvements to our services;
- maintain and develop our software in other business systems; and
- enforce our legal rights or comply with applicable laws or legal obligations.

Disclosure to Third Parties

Budget may disclose Your and Authorised Drivers' 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 or loyalty program and You have asked Budget to send them details of Your Rental Agreement or other agreements with Budget;
- our contracted service providers (including our market research company, mail house and the other service providers described in our Privacy Notice);
- 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 Budget or if Budget has been unable to verify that payment has been made (including if You do not provide a payment confirmation to Budget when requested)
- 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 licencing authorities; and
- government, regulatory and law enforcement agencies whether disclosure is required or authorised by law.

Electric Vehicles

Our Electric Vehicles may be fitted with electronic devices where driver monitoring is enabled, including:

- battery levels;
- distance;
- speed;
- Vehicle location data (including the longitude and latitude and direction of travel);
- Vehicle damage detection data;
- Vehicle diagnostic information (such as advice that the engine warning light has activated); and
- braking, acceleration and cornering data.

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 or 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, if no link is provided on Rental Document, by contacting us.

Payment default

If You default in the payment of any rental fees or charges to Budget or any third party service providers such as toll companies, Budget may give information about You to Your employer where relevant to the corporate program or a credit reporting body including for some or all of the following reasons:

- to obtain a credit report about You;
- to allow the credit reporting body to create or maintain a credit information file about You;
- to list Your default and the debt on that credit information file; or
- to enforce our legal rights or comply with our own legal obligations.

The information provided to them may include information about payment defaults over sixty (60) days in certain circumstances and other information as described in our Privacy Notice.

Disclosures outside of Australia

When You provide Budget with Your Personal Information, Budget will enter Your details into the centralized Budget Group databases which are located and maintained by the Budget Group and its technology service providers (at the date of this Privacy Collection Statement) in the United States and other countries including the UK, Canada, European Union or New Zealand. Depending on how You use our services, Your Personal Information may be accessed by Budget Group personnel.

Recipients of Your Personal Information outside Australia may not always comply with Australian privacy laws or similar obligations. Budget takes reasonable steps to require overseas recipients to comply with the Privacy Act 1988 (Cth) but You may not be able to seek direct redress under the Privacy Act for such overseas non-compliance with Australian privacy laws. Additionally, the recipients may be subject to foreign laws which might compel further disclosures of Personal Information (e.g. to government authorities).

Who You can 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: Data Privacy Officer, PO Box 204 Mascot NSW 146 0
By telephone: 02 9353 9033
By email: dpo@abgroup.com.au

ANNEXURE B : PRICING SCHEDULE

FEE	RATE INCLUDING GST	CLAUSE
Late Return Fee	$45.54 per day, in addition to the applicable daily rental rate for each day or part thereof that the return is delayed	6.3
One Way Fee	A predetermined fee that appears on Your Rental Document or $2.28 per kilometre	6.2
Card Surcharge	AU - 1.29% Visa, Mastercard, American Express and Diners Card	12.1 (d)
Collection Costs	$85.39 plus 10% per annum interest on outstanding rental charges	12.10
Recovery Costs	Determined by type of recovery	10.3
Roadside Callout Fee	Determined by type of callout. Minimum by type of callout. Minimum $255.62 per callout	5.6
Professional Cleaning Charge	$28.50 administrative fee plus the cost of professional cleaning arranged by Budget	5.9
Electric Vehicle Recharge Fee Between 10% and 77%	$34.16 where Electric Vehicle is returned with less than 77% charge but more than 10%	Annexure C
Electric Vehicle Recharge Fee Under 10%	$68.31 where Electric Vehicle is returned with less than 10% charge	Annexure C
Additional Driver Fee	$5.69 per day, maximum $39.85 per rental for each Additional Driver	2.3
Fuel Service fee	As set out in the Rental Document or Rental Agreement	6
Premium Location Surcharge	As set out in the Rental Document or Rental Agreement	12.5
Minimum Rental Charge	As set out in Rental Document or Rental Agreement	12.3
Per Day Loss of Revenue Fee	As set out in Rental Document or Rental Agreement	5.9
Infringement Processing Fee	$35.75 per traffic or parking related Infringement Notice processed by Budget	2

Note:

1. All rental charges and recovery charges, including Excess amount and Loss Damage Waiver are as specified on Your Rental Document. Amounts indicated above are inclusive of GST and Administrative fees, with the exception of card fees and Premium Location Surcharge.
2. Except for Card Fees and Premium Location Surcharges, amounts in this Annexure B are inclusive of GST and Administrative fees.
3. Additional charges may apply under the Pay Now Terms and Conditions set out at Annexure D. Please refer to that Annexure for fees and charges associated with Pay Now bookings.

ANNEXURE C : ELECTRIC VEHICLE TERMS AND CONDITIONS

Vehicles cannot be driven using the 'automatic driver' function of the Vehicle

If you rent an Electric Vehicle from Budget, you and any Authorised Driver acknowledge and agree to adhere to the following terms and conditions during the rental period:

(a) The daily rental rates of the Vehicle do not include the cost of electricity required to charge an Electric Vehicle. Budget will provide Electric Vehicles with at least 77% charge and Budget requires You to return the Vehicle with the same or greater charge level.

(b) Where:

  (i) an Electric Vehicle is returned with less than 77% but more than 10% battery power, an Electric Vehicle Recharge Fee (as set out in Annexure B – Pricing Schedule)) will be charged by Budget to You; and

  (ii) an Electric Vehicle is returned with 10% or less battery power an Electric Vehicle Recharge Fee (as set out in Annexure B – Pricing Schedule)) will be charged to You; and

  (iii) the Vehicle is returned with insufficient battery power to drive it to the closest charging station and requires towing by Budget, all costs incurred by Budget related to charging the Vehicle (such as towing costs) will be charged to You.

(c) You will not be charged an Electric Vehicle Recharge Fee if You return the Vehicle with more than 77% battery power.

(d) All references to Fuel Service fee in your Rental Agreement do not apply to these Electric Vehicle Terms and Conditions.

(e) Our Electric Vehicles are provided to You with charging cables, which must be returned with the Vehicle at the end of the Rental Period. If Charging Cables are not returned, or if they are damaged, You will be charged the full replacement cost of the cables.

(f) Any damage to an Electric Vehicle's battery which Budget has reasonable grounds to believe is due to battery exhaustion or careless driving during the Rental Period including, without limitation, zero battery power, driving over gutters, curbs or driving along poor quality roads at excessive speeds, is not covered by any Loss Damage Waiver, Excess Reduction or Zero Excess arrangements All reasonable costs associated with repairing or replacing this damage will be Your responsibility.

(g) You must not drive the Electric Vehicle through an automatic car wash. Damage that occurs from driving a Vehicle through an automatic car wash is not covered by any Loss Damage Waiver, Excess Reduction or Zero Excess arrangements All reasonable costs associated with damage to Vehicle which Budget has reasonable grounds to believe was caused by an automatic car wash will be Your responsibility.

(h) If You choose to sign into any application within the Vehicle infotainment system You acknowledge that by doing so, You are signing into Your own entertainment accounts (such as Netflix, Stan, Kayo, Apple Music or Spotify). Therefore, signing out of Your accounts and the system at the end of Your Rental Period is Your responsibility and Budget will not be responsible for any future usage of Your Account where Your details have not been removed from the infotainment system by You.

(i) You may be able to access public available Tesla superchargers to recharge Tesla vehicles. Any supercharger use is billed back to Budget and You are responsible for these costs. Budget will on-charge these costs plus a reasonable and actually incurred administration fee on receipt of an invoice from Tesla. These charges may be billed to Your original method of payment up to thirty (30) days after You return the Vehicle.

(j) You must comply with all Manufacturer's Specifications.

(k) You acknowledge and agree that our Electric Vehicles may be fitted with electronic devices where driver monitoring is enabled, including battery levels, distance, speed, Vehicle location data (including the longitude and latitude and direction of travel), Vehicle damage detection data, Vehicle diagnostic information (such as advice that the engine warning light has activated) breaking, acceleration and cornering data.

ANNEXURE D : PAY NOW TERMS AND CONDITIONS

1. BOOKING CONDITIONS

RENTAL AGREEMENT	1.1 These Pay Now Terms and Conditions supplement and form part of the Rental Agreement and the terms and conditions for the Loyalty Program
RENTAL QUALIFICATION RULES	1.2 At time of pick-up of the Vehicle, location specific rental qualification rules may apply to Your rental. For more information visit: https://www.budget.com.au/en/rental-qualification-policy
BOOKING DETAILS MUST MATCH DETAILS PRESENTED AT COLLECTION	1.3 The name of the Authorised Driver set out in the booking documentation must match the name of the person collecting the Vehicle. This can be validated by Your drivers licence or credit/debit card 1.4 The credit or debit card used for the Pay Now Booking must be presented at the time of collection of the Vehicle. **What happens if the details do not match?** 1.5 If the name on the drivers licence and credit/debit card presented to Budget at the time of collection do not match the name on the booking d, this may be deemed by Budget as a non-permissible change to Your Pay Now Booking and Budget may cancel and ask You whether You would like to re-book a booking at the current daily rate. If Budget cancel the booking for this reason, You may be required to pay the applicable cancellation fees set out in the Pricing Schedule (see clauses 4.4 to 4.6 of these Pay Now Terms and Conditions (Cancelling Your Booking or failing to collect the Vehicle) for more information.

2. ADDITIONAL CHARGES

PAYMENT FOR EXTRAS	2.1 Not all optional extras are capable of being pre-paid. 2.2 Any optional extras that have been pre-booked but cannot be or are not pre-paid must be paid for on pick-up of the Vehicle.
ADDITIONAL CHARGES	2.3 As set out in clause 12 (Payments due at end of Rental Period) of the Terms and Conditions, additional charges may apply at the end of the Rental Period. Budget will not apply Your pre-paid daily car rates which are discounted from our usual standard rates as the rates for non-pre-paid additional charges. Unless Budget otherwise agrees, rates for non pre-paid Rental Periods or optional extras will be at our usual current standard rates.
PRE-AUTHORISATION	2.4 At the time of collecting the Vehicle, a Pre-authorisation will be processed by Budget on Your Account for the amount of $200.00 (for standard vehicles) and $400 (for commercial vehicles) per rental, in the case of any additional charges payable. **This is in addition to any ancillary products that You purchase from Budget at the time of collection.** 2.5 Non-pre-paid charges for Pay Now Bookings will be processed after the completion of Your rental and, if any, the unused portion of the Pre-authorisation amount will be released. An electronic message to Your bank will be sent on the day you return the Vehicle requesting the release of any excess holding amounts under the Pre-authorisation. The time it takes for this to be reflected on your statement may vary depending on your bank.

3. CHANGING YOUR BOOKING

CHANGE BOOKING BEFORE PICK-UP DAY	3.1 You may change your booking (whether a 'Pay Now' or 'Pay at Location' booking) any time before the day You are due to pick up the Vehicle by calling reservations on 136 333 or managing Your booking online at https://Budget.com.au (if available). You may be able to change Your booking on the pick-up day, but You will need to first contact reservations and obtain Budget' confirmation and Budget will let you know if any additional charges apply for that change. 3.2 If Budget and You agree to the change and any additional changes that may apply then Budget will send You a revised booking confirmation email confirming Your new booking details and new amount to be paid to Your email address recorded on the Budget system. 3.3 You should retain your reservation confirmation number as it is necessary to evidence any modifications and what is agreed.
EARLY RETURN	3.4 If You return the Vehicle before the return date of the Pre-Agreed Rental Period, You will not be refunded any portion of your pre-paid charges. This does not detract from your rights as a consumer under applicable consumer protection legislation, including the Australian Consumer Law.

4. CANCELLING YOUR BOOKING OR FAILING TO COLLECT THE VEHICLE

CANCEL BOOKING BEFORE PICK-UP DAY	4.1	You may cancel your Pay Now booking at any time before the day You are due to pick up Your Vehicle by calling reservations on 136 333 or managing Your booking online at www.Budget.com.au.
	4.2	Depending on when You cancel, You will be charged a cancellation fee or no-show fee (see below). If the value of the booking is less than the cancellation fee, you will not be charged any further amount and will not be entitled to any refund.
	4.3	You should retain your reservation confirmation number, as it is necessary for evidence any cancellations and what is agreed. Modifications or cancellations to your Pay Now Booking must be made on https://Budget.com.au or by calling reservations on 136 333.
CANCELLATION AT LEAST 24 HOURS PRIOR TO SCHEDULED PICK-UP TIME	4.4	If You cancel Your booking at least 24 hours prior to its scheduled pick-up time, Your Pay Now Booking prepaid charges will be refunded less a cancellation fee of up to AUD$82.50 (inclusive GST).
CANCELLATION AFTER 24 HOURS PRIOR TO SCHEDULED PICK-UP TIME	4.5	If You cancel Your booking within 24 hours prior to its scheduled pick-up time, Your Pay Now Booking prepaid charges will be refunded less a cancellation fee of up to AUD$165.00 (inclusive GST).
YOU FAIL TO CANCEL YOUR BOOKING OR YOU DO NOT PICK UP THE VEHICLE ON SCHEDULED DAY	4.6	If You fail to cancel Your booking prior to the pick-up time or do not collect the Vehicle on the pick-up date, a no show fee of the entire amount paid in advance by You will be forfeited.
REFUND REQUESTS	4.7	All requests for refunds of charges paid by You must be submitted within 90 days after the scheduled rental pick-up date for the booking. No refunds will be granted after this 90-day period. This clause 4.7 does not detract from Your rights as a consumer under applicable consumer protection legislation, including the Australian Consumer Law.

5. PAYMENT METHODS

ONLINE PAYMENT	5.1	Payments for Pay Now Bookings must be made using the online payment options provided at https://Budget.com.au. However, some locations may not accept all credit card types. Credit card transaction fees may apply.
DEBIT CARDS	5.2	Debit cards are not accepted at some Budget locations for pre-paid charges and are not a recommended form of payment for Pay Now Bookings.
PAYMENT OF ADDITIONAL CHARGES AT END OF RENTAL PERIOD	5.3	Debit cards may be used at the end of the Rental Period for a Pay Now Booking for payment of any applicable additional charges.
COUPONS, VOUCHERS AND GIFT CARDS	5.4	Budget coupons may be applied and used to offset charges for Pay Now Booking rentals.
	5.5	Vouchers or Budget rental certificates cannot be used to offset charges for any Pay Now Booking.
	5.6	Any Budget or other gift card cannot be used to offset charges for Pay Now Bookings.

6. RATES

CHANGES TO YOUR RENTAL MAY RESULT IN A CHANGE IN CHARGES	6.1	Your rental rate charges are based on the exact parameters (locations, dates, etc.) of Your particular rental. Any change to your confirmed booking may result in different rates and charges being charged.
	6.2	Your total rental charges are calculated based on the information provided at time of booking.

7. RENTAL REQUIREMENTS

RESERVATION NUMBER OR BOOKING CONFIRMATION EMAIL	7.1	You must quote Your reservation number or bring Your booking confirmation email with You when collecting Your Vehicle. This will help the location verify You and Your booking and find Your details so You can get on Your way as quickly as possible.
CHECKS BUDGET WILL CONDUCT BEFORE YOU ARE PERMITTED TO DRIVE THE VEHICLE	7.2	Budget may refuse to allow You or any Additional Driver to drive the Vehicle who: (a) does not hold a valid and current drivers licence for the entire Rental Period; (b) has not brought an international driving permit or official translation (if applicable); (c) is not fully licensed or who has not held their licence for the minimum period required by the rental location; (d) has driving-related convictions; or (e) who does not meet our reasonable identity, security, driving licence or credit checks.
	7.3	Budget may refuse to rent the Vehicle to You and cancel the booking if Budget has reasonable grounds to believe You or any Additional Driver fail any of the checks in clause 7.2 above. You will not be entitled to any refund of prepaid charges if the booking is cancelled because of Your failure to meet these eligibility requirements. This does not detract from your rights as a consumer under applicable consumer protection legislation, including the Australian Consumer Law.

ANNEXURE E : WHERE YOU CANNOT DRIVE THE VEHICLE

You cannot drive the vehicle as follows:

In Queensland

(i) On Highway No. 27: beyond Chillagoe in a westerly direction
(ii) On Highway No. 1: beyond Normanton in a southerly direction and no further north than Karumba
(iii) Beyond Cooktown to the north or Lakeland to the west and no further north than Cape Tribulation on the Coast Rd
(iv) On a coastal road north of Cape Tribulation, unless the vehicle is a 4WD vehicle (meaning a Vehicle with a four-wheel drive transmission system that can be engaged in four-wheel drive mode)

In New South Wales

(i) Above the Snow Line; being Jindabyne, from the beginning of June until the end of September

In Victoria

(i) Above the Snow Line; being Bright, from the beginning of June until the end of September

In Western Australia

(i) On the Kalumburu Rd, Tanami Rd, Canning Stock Route, Gunbarrel Hwy and Holland Track
(ii) On the Gibb River Rd, Broome-Cape Leveque Rd, Bungle Bungles, Karijini National Park and Windjana Gorge unless the vehicle is a 4WD vehicle (meaning a Vehicle with a four-wheel drive transmission system that can be engaged in four-wheel drive mode)

In Northern Territory

(i) Gove Peninsula
(ii) On the Jim Jim Falls Rd to Jim Jim Falls and Twin Falls

ANNEXURE F : LINKT TERMS AND CONDITIONS

Last updated on 6 November 2023

Tollaust Pty Limited (ACN 050 538 693), trading as Linkt (**Linkt**), through Your Rental Agency as Linkt's agent, offers the Linkt Rental Product to You on these Linkt Terms and Conditions.

Summary of Key Terms and Conditions

Before entering into these Linkt Terms and Conditions, Linkt draws your attention to the following summary of terms and conditions:

1. Collection, use and disclosure of personal information

In order to operate our roads, charge tolls and manage your Linkt Rental Account, Linkt will collect your personal information from the Rental Agency and may share your information with its service providers/partners, operators of other toll roads, government authorities (including those responsible for operation of roads and Vehicle registration), credit reporting bodies, debt collection agencies, and incident response/emergency service providers. Please see clause 3 for further information.

2. Payment of tolls

You are responsible for the payment of all tolls and applicable fees for all trips made by your rental vehicle. If you do not pay any tolls and applicable fees Linkt may refer your liability to pay those amounts to either a Credit Reporting Agency, a debt collection agency or to your Rental Agency to obtain payment of these amounts. You agree that the Rental Agency may share your payment information with Linkt to enable Linkt to charge you applicable tolls and fees. Please see clauses 6 and 7 for further information.

3. Suspension and Cancellation

Linkt may suspend or cancel your Linkt Rental Account and the processing of Trips in certain circumstances, e.g. if Linkt is advised by your Rental Agency to suspend your account, your account has not been paid in time or where Linkt reasonably considers it necessary for any other serious reason. Linkt will make reasonable attempts to contact you prior to suspension or cancellation of your account. If you drive after your account is suspended or cancelled, you may receive a toll notice with additional fees. Please see clause 14 for further information.

4. Excluding Linkt's liability

To the extent permitted by law (including the Australian Consumer Law), Linkt is not liable for any loss, damage or expense arising from your use of any toll road, your use of the rental Vehicle or anything else in connection with this agreement, unless that loss was caused by Linkt or Linkt's negligence or breach. Please see clause 12 for further information.

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

PART A: GENERAL

1. Interpretation

In these Linkt Terms and Conditions unless the contrary intention appears:

a. a reference to these Linkt Terms and Conditions includes any variation to it;
b. the singular includes the plural and the plural includes the singular;
c. a gender includes all genders;
d. a reference to a person includes a firm, a body corporate, an unincorporated association or an authority;
e. an obligation imposed on two or more parties binds them jointly and severally;
f. a reference to a time or date is a reference to that time or date in Melbourne, Australia;
g. any reference to dollars and $ is to Australian currency;
h. a provision of these Linkt Terms and Conditions must not be interpreted against Linkt just because Linkt prepared these Linkt Terms and Conditions;
i. a reference to any legislation or subordinate legislation includes any modifications or changes;
j. headings in these Linkt Terms and Conditions have been inserted for convenience and do not affect the interpretation of these Linkt Terms and Conditions; and
k. a reference to a clause or a part is a reference to a clause or a part of these Linkt Terms and Conditions.

2. Creation of Linkt Rental Account

If you are a Consumer Customer, Linkt will create a Linkt Rental Account for You in connection with Your use of the Vehicle(s) You have rented from Your Rental Agency on Toll Roads as agreed under the Rental Contract.

3. Consent to use and disclose information

a. You consent to Linkt using or disclosing any information (including Personal Information) that You provide to Linkt (or which Your Rental Agency provides to Linkt, or which Linkt otherwise obtains) only for the purposes contemplated by these Linkt Terms and Conditions (including the exercise of any rights or the performance of any obligations under these Linkt Terms and Conditions) as detailed in Linkt's Privacy Policy available at: http://www.linkt.com.au/legal/policies/transurban-privacy-policy or the Linkt Privacy and Credit Reporting Statement document attached at Part B of these Linkt Terms and Conditions.
b. If you are a Consumer Customer, You consent to any information (including Personal Information) about Your Linkt Rental Account, and any information You provide to Linkt, being disclosed by Linkt to Credit Reporting Bodies, to debt collection agencies or Your Rental Agency for the Permitted Purpose (including, but not limited to, in circumstances where You are in payment default).
c. If you are Personnel, You consent to any information (including Personal Information) about the Linkt Rental Account, and any information You or the Commercial Customer provide to Linkt, being disclosed by Linkt to:
    i. Credit Reporting Bodies to enable Linkt to ascertain Your credit rating only, following the date on which Your Linkt Rental Account is opened or at any time thereafter while Your Linkt Rental Product remains open;
    ii. Your Rental Agency, including without limitation Personal Information including the first name and surname of the Personnel, or to the Commercial Customer, including for reporting purposes in relation to a Linkt Rental Account; or
    iii. Credit Reporting Bodies and to debt collection agencies or Your Rental Agency where the Commercial Customer is in payment default.

d. You can access Linkt's Credit Reporting Policy at https://www.linkt.com.au/legal/policies/transurban-credit-reporting-policy/sydney or You can contact Linkt using the contact details set out in Part D of these Linkt Terms and Conditions to obtain a copy.
e. You consent to Linkt disclosing to Toll Road operators (and the operator's preferred toll service provider) and any State Roads Authority any information (including Personal Information) required for Toll collection or enforcement.

4. Your Linkt Rental Product

a. The Linkt Rental Product is provided by Linkt to enable the payment of Tolls and Fees relating to Your Trips using Your Vehicle(s) in accordance with these Linkt Terms and Conditions.
b. You remain responsible at all times for the acts and omissions of any Authorised Driver and any other person using the Vehicle, including for any Tolls and Fees they incur.

5. When You should contact Linkt

a. Any questions regarding Tolls or Fees should first be referred to Linkt.
b. You should contact Linkt using the contact details set out in Part D of these Linkt Terms and Conditions as soon as possible if:
    i. You change Your email or Your mobile phone number; or
    ii. You become aware of anything that may or will affect any payment described in these Linkt Terms and Conditions.

6. Tolls and Fees payable

a. This clause 6 applies only to Consumer Customers.
b. You must pay the following to Linkt:
    i. all Tolls incurred in accordance with clause 7.1;
    ii. the Rental Service Fee; and
    iii. any other costs reasonably incurred by Linkt in enforcing its rights under these Linkt Terms and Conditions, including any reasonable fees or charges imposed by a third party on Linkt where You have refused or failed to pay any amount under these Linkt Terms and Conditions.
c. If You fail to pay any Tolls or Fees as required by these Linkt Terms and Conditions:
    i. Linkt may refer that failure to a Credit Reporting Agency, debt collection agency or to Your Rental Agency who may charge You reasonable additional fees or charges; and/or
    ii. Linkt may suspend or cancel the Linkt Rental Account and the provision of the Linkt Rental Product to You.

Subject to these Linkt Terms and Conditions, Linkt will not be required to refund to You any reasonable additional fees or charges described in clauses 7.1 and this clause 6(c) that are charged to You by a Credit Reporting Agency or Your Rental Agency.

7. Payment

7.1. Charges to Your Linkt Rental Account

a. All Tolls and Fees incurred in connection with any Trips undertaken by Vehicles will be charged to the Linkt Rental Account. For the avoidance of doubt, payment by cash is not an acceptable payment method.
b. Tolls will be charged to Your Linkt Rental Account for each Trip taken using a Vehicle, when either:
    i. the Registration Number of the Vehicles detected at an Electronic Toll Point; or
    ii. the vehicle is otherwise detected at an Electronic Toll Point.
c. You warrant and represent that You are authorised to have any Tolls and Fees that are incurred in connection with any Trips undertaken by Vehicles charged to the Linkt Rental Account.
d. Any questions regarding any Tolls charged on a particular Toll Road should, in the first instance, be referred to Linkt.

7.2. Payment by Nominated Card

a. This clause 7.2 applies only to Consumer Customers.
b. If You are using a Nominated Card to pay for the rental of a Vehicle or have otherwise provided a Nominated Card for the payment of Tolls and Fees, You:
    i. agree that Your Rental Agency may disclose to Linkt, and You authorise Linkt to receive, all details of Your Nominated Card that are required for Linkt to process Your payment of all Tolls and Fees and to otherwise pay all outstanding balances on Your Account;
    ii. warrant and represent to Linkt that You are authorised to use the Nominated Card to meet Your payment obligations under these Linkt Terms and Conditions; and
    iii. authorise Linkt to debit amounts from, or credit funds to, the Nominated Card in respect of Tolls and Fees and other amounts payable to, or from, Linkt under these Linkt Terms and Conditions.
c. Linkt will debit Tolls and Fees and other amounts payable to, or from, Linkt under these Linkt Terms and Conditions.
d. You must immediately provide Linkt with details for an alternative Nominated Card, which can be used to meet Your obligations under these Linkt Terms and Conditions, and an authority for Linkt to debit the alternative Nominated Card, if:
    i. the existing Nominating 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.

7.3. Recovery of payments

a. This clause 7.3 applies only to Consumer Customers.
b. You acknowledge and agree that Tolls and Fees incurred by Vehicles for Trips on Toll Roads are a debt due and payable by You to Linkt.
c. If You:
    i. have provided a Nominated Card for the payment of Tolls and Fees under clause 7.2; and
    ii. You do not pay the amount of those Tolls and Fees in full by the relevant Payment Date,

then Linkt may contact You using the details provided to it by Your Rental Agency to seek payment of the overdue Tolls and Fees. If You do not pay such overdue Tolls and Fees within 33 days after the date on which Linkt first contacted You in accordance with this clause 7.3(c), Your liability to pay these overdue Tolls and Fees will be transferred to Your Rental Agency and Your Rental Agency (or a third party acting on Your Rental Agency' behalf) may contact You directly to obtain payment of these overdue Tolls and Fees.

8. Errors in charging Tolls and Fees

a. This clause 8 applies only to Consumer Customers.
b. If Linkt incorrectly credits You an amount in connection with the Linkt Rental Account, Linkt may recover that amount from You provided that Linkt has given You 10 days prior written notice of its intention to do so.
c. Linkt will promptly apply any credit due to You in connection with Your Linkt Rental Account by such method as Linkt may reasonably choose.

9. Linkt Rental Account Statement

During the period in which Your Linkt Rental Account is active, You may view Your Linkt Rental Account Statement without charge at any time by logging on to your account at https://www.linkt.com.au/login.

10. What to do if a Vehicle or its Number Plates are stolen

a. You must immediately inform Your Rental Agency if:
   i. a vehicle is stolen; or
   ii. one or both Number Plates for a Vehicle are stolen.
b. If:
   i. a Trip is undertaken by a Vehicle while stolen; or
   ii. a Trip is undertaken by a Vehicle fitted with one or both Number Plates that have been stolen from a Vehicle; and
   iii. Tolls and Fees are charged to a Linkt Rental Account in connection with a Trip referred to in clause 10(b)(I) or 10(b)(ii) (as applicable),

Linkt will refund those Tolls and Fees to You (as a Consumer Customer) or the Commercial Customer (in the case of Personnel) upon provision of a police report confirming that the Vehicle or Number Plate(s) were recorded as being stolen at the time of the relevant Trip.

11. 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 in accordance with applicable law.

12. Liability

To the maximum extent permitted by law, Linkt is not liable (whether in contract, tort, under statute or otherwise) for any loss (including consequential loss or loss of profit), damage or expense that You or any other person incurs arising directly or indirectly from Your or any Personnel's use of any Toll Road, any Vehicle or anything else in connection with these Linkt Terms and Conditions, except to the extent that the loss, damage or expense was caused by Linkt, or as a result of Linkt's negligence or breach.
These Linkt Terms and Conditions do not affect any rights, liabilities and responsibilities arising at law, including under the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010) (**ACL**), unless otherwise provided under this agreement.
Where liability cannot be excluded, any liability incurred by Linkt in relation to the use of any Toll Road or these Linkt Terms and Conditions is limited to the extent provided for by the ACL.

13. Questions, complaints and disputes

a. Questions regarding Tolls (and any applicable Fees) charged on a particular Toll Road should, in the first instance, be referred to Linkt.
b. If You have a dispute or wish to make a complaint about the Linkt Rental Product, a payment or an amount charged, refunded or not refunded to a Linkt Rental Account, You should contact Linkt. A customer service officer will provide a response with reasons as soon as possible.
c. If You believe that Your dispute or complaint has not been properly addressed, You have the right to have the issue reviewed by Linkt's Customer Resolutions Team who will provide a response with reasons.
d. If You are not satisfied with the response, You may take Your complaint to the Tolling Customer Ombudsman. If You believe there is an error (including Trips, fees and charges in Your Statement), You are required to tell Linkt of any errors or discrepancies promptly.
e. Where You dispute Your Account Balance, Linkt may (at its discretion):
   i. refund to Your Linkt Rental Account all or part of the disputed amount; or
   ii. make other arrangements reasonably necessary to allow for the continued operation of Your Linkt Rental Account, until the dispute is resolved.
f. The relevant contact details for Linkt, Linkt's Customer Resolutions Team and the Tolling Customer Ombudsman are each set out in Part D of these Linkt Terms and Conditions.

14. Suspension or Cancellation

Linkt may suspend or cancel Your Linkt Rental Account and the processing of Trips made by any or all Vehicles on the Linkt Rental Account if:
a. Linkt is advised by Your Rental Agency to suspend or close the Linkt Rental Account;
b. You become bankrupt or appear likely to become bankrupt;
c. the Commercial Customer who has permitted You (as Personnel) to use the Vehicle(s) in accordance with the Linkt Terms and Conditions is a company and:
   i. it becomes insolvent (that is, not able to pay all its debts as and when they become due and payable) or has a receiver, manager, administrator or liquidator appointed, or appear likely to do so;
   ii. its shareholders pass a resolution for winding up;
   iii. an application is made for winding up the company, which is not dismissed or withdrawn within 30 Business Days and which results in an order being made for the company's winding up; or
   iv. it enters into an arrangement, composition or compromise with any creditors;
d. Linkt reasonably considers that a material adverse change has occurred in Your credit rating;
e. Linkt is required to do so by law; or
f. Linkt reasonably considers suspension or cancellation of Your Linkt Rental Account or any Vehicle on Your Linkt Rental Account is warranted and/or necessary for any other serious reason (such as fraudulent or malicious use, material breach of this agreement or serious misconduct).

Notice prior to suspension or cancellation

If Linkt has reason to suspend or cancel Your Linkt Rental Account and the processing of Trips made by any or all of

Your Vehicles, Linkt will make reasonable attempts to contact You, via the contact details You have provided, prior to any such suspension or cancellation becoming effective.

15. When these Linkt Terms and Conditions end

a. These Linkt Terms and Conditions will:
   i. if you are a Consumer Customer, terminate automatically on the earlier of:
      A. the date which is 4 months after the date on which the last transaction occurred on the Linkt Rental Account; and
      B. the date on which the Consumer Customer's liability to pay overdue Tolls and Fees is be transferred to Your Rental Agency in accordance with clause 7.3(c),
      unless earlier terminated in accordance with the provisions of these Linkt Terms and Conditions; or
   ii. if you are Personnel, terminate only when terminated in accordance with the provisions of these Linkt Terms and Conditions.

b. The termination of these Linkt Terms and Conditions does not affect any rights that You or Linkt have against each other that arose at or before the termination, including in relation to any outstanding Tolls and or Fees that You have not paid prior to the termination.

16. Notices

a. Notices (including any communications or statements) may be given by Linkt to You:
   i. by sending an email to Your email address as provided to Linkt by Your Rental Agency (or as updated by You under clause 5); or
   ii. if no valid email has been provided to Linkt, by sending a text message to Your mobile number as provided to Linkt by Your Rental Agency (or as updated by You under clause 5).

b. Notices to Linkt may be sent by email to Linkt's email address, using the contact details available on Linkt's website available at https://www.linkt.com.au/contact-us/sydney.

c. Notices take effect from the time they are received (unless a no-delivery message is received by the sender).

17. General

a. These Linkt Terms and Conditions are the entire agreement between You and Linkt about the Linkt Rental Account and the other matters covered by these Linkt Terms and Conditions.

b. If any part of these Linkt Terms and Conditions is illegal or unenforceable it will not apply. Any provision of these Linkt Terms and Conditions must be read down to the extent necessary to prevent that provision of these Linkt Terms and Conditions from being invalid, voidable or not enforceable in the circumstances. If a provision of these Linkt Terms and Conditions is still invalid, voidable or not enforceable, the relevant word, words or provision will be deleted, and the rest of these Linkt Terms and Conditions will continue to be fully enforceable.

c. You will not earn interest on any credit Account Balance or amount You pay to Linkt under these Linkt Terms and Conditions.

d. Unless otherwise expressly provided by these Linkt Terms and Conditions, a party does not waive a right, power or discretion just because it:
   i. fails to exercise it;
   ii. only exercises part of it; or
   iii. delays in exercising it.

e. A waiver of one breach of a provision of these Linkt Terms and Conditions does not operate as a waiver of another breach of the same provision or any other provision. A right created under these Linkt Terms and Conditions may only be waived in writing signed by the party waiving it.

f. You represent and warrant to Linkt that you have the power, authority and capacity to enter into these Linkt Terms and Conditions.

g. Linkt may request that You pay an amount equal to any costs (including legal costs) reasonably incurred by Linkt in recovering a debt from You in court.

h. These Linkt Terms and Conditions and the transactions contemplated by these Linkt Terms and Conditions are governed by the laws of New South Wales.

18. Definitions

In these Linkt Terms and Conditions (including Parts A, B, C and D), except where the context otherwise requires:

Account Balance means the total of all of the payments (and other amounts) which have been charged to the Linkt Rental Account less any Toll, Fee, tax, charge or other amount which is refunded to the Linkt Rental Account.

Account Statement means a summary of the transactions (including the Tolls and Fees) charged to the Linkt Rental Account.

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

Authorised Driver means a driver approved and recorded by Your Rental Agency to drive a Vehicle either on the Rental Contract or by prior written agreement.

Authorised Information Recipient means Linkt, Your Rental Agency and each Intended Recipient.

Business Day means a day that is not a Saturday, Sunday or public holiday in the State of Victoria, Australia.

Clearing House means any person who operates a clearing house for operators of Toll Roads.

Commercial Customer means a body corporate, partnership, trust, government department or agency, sole trader or other business or entity that rents a Vehicle for its business use (including for use by its Personnel) and settles Tolls and Fees using a Linkt Rental Account.

Consumer Customer means a consumer, member of the public or other individual renting a Vehicle (including for a business purpose) and settles Tolls and Fees daily using a Nominated Card.

Credit Provider has the meaning given in the *Privacy Act 1988* (Cth).

Credit-Related Information means Credit Information, Credit Eligibility Information and Credit Reporting Information, each as defined in the Privacy Act 1988 (Cth).

Credit Reporting Agency means a corporation that carries on a credit reporting business within the meaning of that term in the *Privacy Act 1988* (Cth).

Credit Reporting Body has the meaning given in the *Privacy Act 1988* (Cth).

Department of Transport and Main Roads means the Department of Transport and Main Roads in the State of Queensland, Australia.

Due Payment means the amount stated in an invoice from Linkt as the Account Balance that You owe to Linkt.

Electronic Toll Point means any place on a Toll Road where vehicles are detected by the Linkt Rental Product System.

Fees means each of the fees and costs (and any taxes applicable to them) described in clauses 5(b)(ii) to 5(b)(iii) inclusive of these Linkt Terms and Conditions.

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

Individual means any individual, including any Authorised Driver or Nominated Card Holder.

Intended Recipients means the following parties:

a. Credit Reporting Agencies;
b. Associated Contractors;
c. any bank, financial institution or Clearing House;
d. Linkt's professional advisers including legal advisers, accounting advisers and other professional advisers;
e. driver licensing and Vehicle registration agencies, law enforcement agencies, public revenue authorities, road safety authorities and solicitors in relation to motor Vehicle accidents;
f. owners and other operators of Toll Roads; and
g. persons providing services to any of the entities set out in paragraphs (a) to (f) of this definition.

Linkt means Tollaust Pty Ltd ABN 37 050 538 693, including the successors, contractors, assignees, employees, agents and nominees of Tollaust Pty Ltd.

Linkt Commercial Rental Product Information means any information relating to the Commercial Customer, its Personnel, the Linkt Rental Product, a Vehicle, the location of a Vehicle at any time, the direction of travel, or video and/or camera surveillance operated at Toll Roads. Linkt Rental Product Information may without limitation include Personal Information about:

a. the Commercial Customer; or
b. its Personnel,

including a name, address, phone number, email address, drivers licence number, date of birth, Vehicle hire and usage information, billing or financial information, Rental Contract, Linkt Rental 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 Linkt or obtained by Linkt from third parties.

Linkt Consumer Rental Product Information means any information relating to You or Your Linkt Rental Product, Your Vehicle, the location of Your Vehicle at any time, the direction of travel, or video and/or camera surveillance operated at Toll Roads. Linkt Rental Product Information may without limitation 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 Contract, Linkt Rental 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 Linkt or obtained by Linkt from third parties.

Linkt Rental Account means the Linkt Rental Account of the Consumer Customer or the Linkt Rental Account of the Commercial Customer (as applicable), each set up by Linkt.

Linkt Rental Product means the indirect toll billing facility that utilises the Linkt retail platform and Your Rental Agency' systems to communicate with and charge You as a result of travel by Vehicles on Toll Roads.

Linkt Rental Product System means the entire system relating to tagless tolling operated by Linkt for the Linkt Rental Product.

Linkt Terms and Conditions means this Annexure B to the Rental Contract.

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

Nominated Card Holder means a person other than the Consumer Customer who holds a Nominated Card.

Number Plate means the physical plate which contains the Vehicle's registration number.

Payment Date means the date on which a transaction is recorded on Your Linkt Rental Account.

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 Linkt Rental Product;
    iii. verification of Your Rental Contract;
    iv. obtaining feedback about the Linkt Rental Product; and
    v. analysing information for product development in connection with the Linkt Rental Product System, traffic conditions, travel times and road usage and disclosing aggregate information (including to the public) excluding any Personal Information of Consumer Customers and Commercial Customers including their Personnel;
b. disclosure to any State Roads Authority for any purpose in connection with Toll Roads;
c. auditing of the Linkt Rental Product System;
d. law enforcement;
e. the enforcement of a law imposing pecuniary penalty;
f. the protection of the public revenue;
g. road safety;
h. release of information to solicitors acting as agents for their clients in relation to motor Vehicle accidents where Linkt is compelled to do so by a court order;
i. obtaining advice and professional services on a confidential basis; and
j. such other purposes as are permitted by Privacy Laws.

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.

Personnel means the directors, officers, agents, employees, individual contractors or subcontractors of a Commercial Customer who are permitted to rent Vehicles.

Privacy Laws means the privacy laws which apply to Linkt from time to time, including the *Privacy Act 1988* (Cth) (including the Australian Privacy Principles found in Schedule 1 to that Act), the *Spam Act 2003* (Cth), the *Do Not Call Register Act 2006* (Cth), the *Telemarketing and Research Calls Industry Standard 2017* (Cth), the

Fax Marketing Industry Standard 2011 (Cth), the *Privacy and Personal Information Protection Act 1998* (NSW) (to the extent applicable to Linkt) and any other current or future legislation, mandatory codes and policies relating to the handling of Personal Information which apply to Linkt.

Registration Number means the combination of numbers, letters or numbers and letters on the Number Plate of Your Nominated Vehicle, as assigned to that Vehicle by the relevant Vehicle registration authority (e.g. TfNSW).

Related Body Corporate has the meaning given to that term in the *Corporations Act 2001* (Cth).

Rental Contract means the agreement entered into between You and Your Rental Agency for the rental of Vehicles by You.

Rental Service Fee means the rental service fee described in Part C.

Secretary to the Department of Transport means the secretary to the Department of Transport in the State of Victoria, with the functions provided by section 33A of the Transport Integration Act 2010 (Vic).

State Roads Authority means TfNSW, Secretary to the Department of Transport and the Department of Transport and Main Roads.

TfNSW means Transport for NSW ABN 18 804 239 602 a NSW Government agency constituted under the *Transport Administration Act 1988* (NSW), including Roads and Maritime Services (ABN 76 236 371 088).

Toll means all toll charges or other fees and charges imposed by Linkt or the operator of a Toll Road for, or taxes payable in respect of, each Trip taken by a Vehicle for use of that Toll Road.

Toll Roads means toll roads in the Commonwealth of Australia, in respect of which the Linkt Rental Product is offered by Linkt.

Trip means the driving of a Vehicle in one continuous direction on a Toll Road through one or more Electronic Toll Points uninterrupted by exit and subsequent re-entry on that Toll Road.

Vehicle means the Vehicle described in the Rental Contract that has been rented to a Consumer Customer by Your Rental Agency or a Vehicle that is rented to Personnel of a Commercial Customer, pursuant to the Rental Contract.

You or **Your** refers to the Consumer Customer or Personnel (as applicable) that has agreed to be bound to these Linkt Terms and Conditions and with whom the Rental Contract is made.

Your Rental Agency means:

a. the entity with whom You have entered into the Rental Contract with;
b. any Related Body Corporate of the Rental Entity; or

any franchisee or licensee of the Rental Entity.

PART B: PRIVACY AND CREDIT REPORTING NOTICE

Linkt's combined privacy and credit reporting collection statement

What information is being collected

Personal Information and Credit-Related Information about You is being collected by Linkt.

Purpose of collection

Linkt collects Personal Information, including Linkt Commercial Rental Product Information and Linkt Consumer Rental Product Information, about You in order to provide the Linkt Rental Product in respect of Vehicles rented from Your Rental Agency. Linkt may collect this information from You or from Your Rental Agency. Linkt may also collect Credit-Related Information about You from the Credit Reporting Bodies that Linkt deals with and from other Credit Providers who have provided credit to You. You are not required by law to provide Linkt Commercial Rental Product Information or Linkt Consumer Rental Product Information to Linkt, but if this information is not provided, Linkt will not be able to provide the Linkt Rental Product to You.

Use

Linkt only uses the Personal Information and Credit-Related Information that Linkt collects about You to provide the Linkt Rental Product, to arrange payment for any Tolls and Fees that You incur for Trips undertaken by Vehicles and for the other Permitted Purposes set out above. Linkt also uses Personal Information and Credit-Related Information to perform its business functions solely for the purpose of undertaking its obligations under these Linkt Terms and Conditions.

Disclosure

Linkt may disclose the information that it collects about You to a State Roads Authority, Authorised Information Recipients and Linkt's Associated Contractors.

Depending on the circumstances, Linkt may also disclose the information that it collects about You to other Credit Providers and Credit Reporting Bodies, insurers, third party toll operators, debt collection agencies, government authorities (where required or authorised by law) and Linkt's related entities.

Overseas disclosures

In some circumstances, Linkt may hold Personal Information and Credit-Related Information in a different Australian State or Territory or disclose Personal Information and Credit-Related Information to recipients (including Linkt's Associated Contractors) located outside Australia in accordance with any applicable Privacy Laws, including in the Philippines and any other countries listed in Linkt's privacy policy available at http://www.linkt.com.au/legal/policies/transurban-privacy-policy from time to time.

Your rights

You have a right to access the Personal Information and Credit-Related Information that Linkt holds about You, to correct that Personal Information and Credit-Related Information and to make a complaint about Linkt's handling of Personal Information and Credit-Related Information. More information about how to access and correct Personal Information and Credit-Related Information that Linkt holds about You and how to lodge a complaint relating to Linkt's treatment of Personal Information and Credit-Related Information (and how Linkt will deal with complaints) can be found:

- in relation to Personal Information, in Linkt's privacy policy available at http://www.linkt.com.au/legal/policies/transurban-privacy-policy; and
- in relation to Credit-Related Information, in Linkt's credit reporting policy available at http://www.linkt.com.au/legal/policies/transurban-privacy-policy or a copy may be obtained in an alternative format by contacting Linkt using the contact details set out above.

Other credit-related matters

Credit Reporting Bodies collect a range of Credit-Related Information about individuals and use that information to provide a credit-related service to their customers (which includes Linkt). The Credit Reporting Bodies that Linkt may disclose Credit-Related Information to are Equifax Australia, which may be contacted at 138 332 and any additional Credit Reporting Body notified to You by Linkt. Where Linkt provides Credit-Related Information to these Credit Reporting Bodies, they may include this information in reports that they subsequently provide about You to other Credit Providers in order to assist those entities to assess their credit worthiness. You have a right to obtain a copy of the credit reporting policies of any Credit Reporting Bodies that Linkt discloses Your Credit-Related Information to. If You would like to obtain a copy of any of these policies, You should contact the relevant Credit Reporting Body directly using the contact details set out above (or as notified to You by Linkt).

If You believe that You have been a victim of fraud or identity theft, You have a right to contact the Credit Reporting Bodies and ask them not to disclose Your Credit-Related Information. If You would like to make such a request, please contact the Credit Reporting Bodies directly using the contact details set out above (or as notified to You by Linkt).

If You do not pay for any Tolls and Fees payable in accordance with these Linkt Terms and Conditions, if You defraud Linkt or try to do so, or if You otherwise commit a serious credit infringement, Linkt may disclose details of these defaults to the Credit Reporting Bodies that Linkt deals with in accordance with applicable laws. If Linkt needs to take these steps, this may affect Your ability to obtain a loan or other credit in the future.

PART C: FEE SCHEDULE

FEE	EXPLANATION	AMOUNT
RENTAL SERVICE FEE	The fee charged by Linkt for each day per Rental Contract where a Vehicle incurs a Toll on a Toll Road.	$3.30 (including GST) per calendar day, for each calendar day that any single Vehicle incurs a Toll on a Toll Road. You agree that the Rental Service Fee will be as revised from time to time in accordance with the Rental Contract.

PART D: CONTACT DETAILS

CONTACT	CONTACT DETAILS
LINKT	Telephone: 13 33 31 Email: commercialsyd@linkt.com.au
LINKT CUSTOMER RESOLUTIONS TEAM	Telephone: 1300 381 570 Email: resolve@transurban.com
TOLLING CUSTOMER OMBUDSMAN	Telephone: 1800 145 009 Email: admin@tollingombudsman.com.au