

1. Your Rental Contract

1.1 This Contract (**Rental Contract**) You have entered into with Sixt rent a car Australia consists of the rental document (**Rental Agreement**) You have signed for the hire of the Vehicle including any accessories (**Accessories**) and these terms & conditions (**Terms & Conditions**). When we refer to the Rental Contract We mean both the Rental Agreement and the Terms & Conditions. The additional terms (**Additional Terms**), if any, prevail to the extent of any inconsistency with the terms and conditions and the Rental Agreement.

1.2 The date of the **Rental Contract** is the date that is shown in the **Rental Agreement**.

1.3 Please read the Rental Contract carefully. If there is anything that You do not understand please ask at the Rental Location before signing the Rental Contract, as Your signature is your acknowledgement that You have read and understood the Rental Contract in its entirety and that you are bound by it.

1.4 There are words and phrases used in the Rental Contract that have a particular meaning that You need to be familiar with.

"Accident" means any collision between the **Vehicle** and any other object, including another vehicle, or any other incident or occurrence that results in the Vehicle being damaged, lost or destroyed, and includes a **Single Vehicle Accident**.

"Accessories" means keys and remote door opening devices and any removable equipment supplied with the **Vehicle** including but not limited to child restraint seats or satellite navigation devices which may or may not attract an additional charge for usage, which are only to be used with (i) the **Vehicle** with which it is originally supplied or such vehicle as **Sixt** supplies as a replacement for the **Vehicle** and in accordance with all instructions and operational information provided.

"Additional Terms" means any other terms as recorded in any document that **You** are required by Sixt's authorised representative to sign when **You** rent the **Vehicle**.

"Authorised Driver/s" means the person/s listed as the "Hirer" and/or "Additional Driver" in the **Rental Agreement**.

"Business Day" means a day on which the **Rental Location** is open for business.

"Cleaning Charge" means a charge **You** have to pay when the **Vehicle** is **Excessively Dirty**.

"Cover Products" means **Top Cover LDW** and **Super Top Cover LDW** or Headlight, Windscreen, Tyre Protection (**HWT**).

"Damage" means any loss or damage to, or theft of, the **Vehicle & Accessories**, towing, salvage and legal fees and any loss or damage to third party property

"Debit Card" means Debit MasterCard, Visa Debit Card or any travel recharge cards.

"Downtime" means the time taken to restore or repair any damage to the **Vehicle**.

"Estimated Return Date & Time" means the time and date agreed by **You** and the **Owner** as to when the **Vehicle** is to be returned to the **Owner** as stated in the **Rental Agreement**.

"Excessively Dirty" means **Vehicle** requires cleaning beyond Sixt's standard cleaning practice.

"Final Inspection" means the inspection carried out after **We** have taken possession of, and fully inspected and cleaned the **Vehicle** at the end of the **Rental Period**.

"Four Wheel Drive (4WD) vehicle" means a vehicle capable of powering all four wheels simultaneously if the 4 wheel drive mode is engaged by the driver, but excluded an "All Wheel Drive (AWD)" **Vehicle** which is in normal operation distributes power differentially to each wheel.

"Hirer", "You" and "Your" means the name of the person or entity stated in the **Rental Agreement** as "The Hirer" and includes the signatory, agent, any person or corporate account for whom this Rental Contract is made, any authorised driver listed in the Rental Agreement, and any person or entity who or which becomes indirectly liable at law to third parties for loss or damage caused by the driver of the rented **Vehicle**.

"HWT" means protection of Headlight, Windscreen and Tyre damage and punctures.

"Long Term Rental" means a **Rental Period** of greater than 28 days.

"Loss or Damage Waiver" or "**LDW**" means the amount shown in the **Rental Agreement** which **You** agree to pay immediately in case of loss or damage to the **Vehicle, Accessories** or any third party property, regardless of fault.

"Loss of Use" means the fee calculated at 75% of the standard daily rate if **We** cannot rent out the **Vehicle** because it needs repair and **We** are waiting for the repairs to be completed or it is a write-off or has been stolen and we are waiting for it to be replaced.

"Motor Vehicle Accident Report Form / Loss Report Form" is a form provided to **You** by the **Owner**, in the event of an accident or any claim involving the **Vehicle**, **You** are required to furnish if **You** have information about the accident, damage or loss involving the **Vehicle** or any third party property.

"Off Road" means any area that is not a gazetted road nor a sealed road nor an Unsealed Road and includes but is not limited to fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, rivers, flood waters, sand, deserts rocks, fields and paddocks.

"Opening Hours" means the hours of operation of the rental location posted on the Sixt website or posted at the rental location.

"Overhead Damage" means any damage at or above the level of the top of the front windscreen of the **Vehicle**.

"Premium Location Surcharge" means the extra amount payable to **Us** when a **Vehicle** is hired from a premium location. The amount is shown in the **Rental Agreement**.

"Rental Agreement" means the rental document you have signed for the hire of the **Vehicle** including all information & costs about the hire and forms part of the **Rental Contract**.

"Rental Charges" means all rental and associated charges including the whole costs for the planned rental period and the costs for additional kilometres in case of limited kilometres plus GST or other taxes and levies required by law, and credit card and vehicle registration recovery fees, all shown in the **Rental Agreement**.

"Rental Contract" means the contract you have signed with **Us** and consists of the **Rental Agreement** and the **Terms & Conditions**.

"Rental Day" means each consecutive twenty-four (24) hour period during the **Rental Period**.

"Rental Location" means the branch or rental location from which **You** hired the **Vehicle**.

"Rental Period" means the period shown in the **Rental Agreement** beginning at the **Pick up Date & Time** and ending at the **Return Date & Time** or extended by **Us** or the end of the rental period may be when using the customer collection service & **We** repossess the **Vehicle** or when the **Vehicle** is lost, stolen or otherwise is appropriated, and when the Police are notified of the same.

The **"Rental Period"** for any **Accessories** shall begin and end simultaneously with the **Rental Period** for the **Vehicle**.

"Owner", "We", "Us" or "Our" means Sixt and any authorised licensee, franchisee, agent or authorised representative of **Sixt**.

"Owner's address" shall mean the **Owner's** address as stated in The Rental Agreement or if no such address is stated, the place from which **Vehicle** was hired.

"Per Day" means the charge for each 24 hour period or part thereof commencing at the "Pick up Date & Time" stated in the Rental Agreement, unless otherwise stated in the Rental Agreement.

"Pick up Date & Time" means the date and time that the rental commences at the **Rental Location** shown in the **Rental Agreement**.

"Return Date & Time" means the actual time and date when **You** return the **Vehicle** to the **Owner**.

"Single Vehicle Accident" means an **Accident** not involving a collision between the **Vehicle** and another vehicle, other than a parked vehicle.

"Sixt" and **"Sixt Rent a Car Australia"** means Simvestments Pty Ltd trading as Sixt rent a car Australia or any authorised licensee, franchisee or agent.

"Snow Line" means the gates leading to any of the national parks or snowfields in Australia between 1 June and 31 October, or any area where it is indicated or required that snow chains are to be fitted to the **Vehicle**.

"Top Cover Loss Damage Waiver" and **"Super Top Cover Loss Damage Waiver"** means the **Owner** taking the risk of damage or loss and assuming the payment of Your **LDW** in part or in full, in effect reducing Your **LDW**. It applies if **You** elect **Top Cover LDW** or **Super Top Cover LDW**, pay the applicable fee and the **Top Cover LDW** or **Super Top Cover LDW** must be shown in The Rental Agreement at the commencement of the Rental Period.

"Unsealed Road" means a road that is not sealed with a hard material such as tar, bitumen or concrete.

"Unsealed Road Cover 4WD" means the additional cover that allows some classes of **Vehicle** to be used on an Unsealed Road provided that the road is gazetted and graded and maintained by a local, state, territory or government body, authority or council but it **never** allows the use of the **Vehicle Off Road**.

"Unsealed Road Cover ALWD" means the additional cover that allows some classes of **Vehicle** to be used on an Unsealed Road provided that the road is gazetted and graded and maintained by a local, state, territory or government body, authority or council but it **never** allows the use of the **Vehicle Off Road**.

"Vehicle" means the **Vehicle** described in the Rental Agreement including all its parts, components, keys, accessories, contents, tools and equipment, and includes any replacement **Vehicle**.

"Vehicle Condition Report" refers to the existing condition report and details of any new damage to the **Vehicle** at "Time In".

2. Rental Period & Returning the Vehicle

2.1 Your rental of the **Vehicle** from **Us** is for the Rental Period and at the rate shown in the Rental Agreement. The **Vehicle** is delivered to **You** in good operating condition and with the seal of the odometer unbroken.

2.2 The **Vehicle** including all tools, tyres and any **Accessories** must be returned to the Rental Location, on the date and by the time shown in the Rental Agreement or sooner if demanded by **Us** on reasonable grounds, including where **We** reasonably believe **You** have breached, or are likely to breach, the Agreement. Returning the **Vehicle** to a location other than that stated in on the

Rental Agreement are not permitted unless agreed by **Sixt**. One-way rentals within **Sixt** locations in Sydney are free of charge One way rentals within Australia are not permitted unless agreed by the **Owner**. A one-way charge depending on the return location will apply in those cases. **You** will be liable for damages until custody is accepted and the **Vehicle** is inspected by **Sixt**.

2.3 The **Vehicle** and **Accessories** are not taken to have been returned until the end of the Rental Period. **You** must return the **Vehicle** to **Us** during Opening Hours (unless otherwise agreed by **Us**

and stated in the Rental Agreement) by the estimated Return Date & Time and Location as stated in the Rental Agreement unless **You** have requested an extension at least 2 hours before the Estimated Return Date & Time and agreed by **Us**. If **You** fail to notify **Us** at least 2 hours before the expiration of the Rental Period that **You** require an extension **We** may:

(a) terminate the Rental Contract, and

- (b) report the Vehicle as stolen and recover the Vehicle by lawful means. We will send to Your address a written demand to You to return it. After this we may take steps to recover and repossess the Vehicle and/or Accessories where and when it is found. You authorise Sixt to enter any premises owned or occupied by You, or where necessary, You agree to make all reasonable efforts to obtain the right for Sixt to enter any premises in order to recover and repossess the Vehicle or the Accessories.
- If We have agreed to an extension of the Rental Period we will charge your credit card accordingly with the additional Rental Charges.
- You must not return the Vehicle to a location which is not open for business at the time unless agreed by Us and stated in the Rental Agreement. If You return the Vehicle and Accessories outside Opening Hours, You remain responsible for the Vehicle and Accessories until We have inspected and accepted their return the next Business Day and You will be charged for any losses or damages accordingly.
- You generally agree that until custody of the Vehicle is accepted and the Vehicle is inspected by the Owner You shall be held liable for any loss or damage.
- 2.4 If the Vehicle is found illegally parked, apparently abandoned or are used or obtained as prohibited under this Agreement, We may recover the Vehicle without sending a written demand. To the extent permitted by law, You waive any right to any hearing or to receive any notice or legal process as a precondition of Sixt recovering the Vehicle in accordance with this clause.
- 2.5 You must reimburse Us for the reasonable costs of recovering or repossessing the Vehicle or the Accessories where such costs are a consequence of Your failure to return the Vehicle or Accessories when required by this Agreement.
- 2.6 Except to the extent that We are at fault, You indemnify Sixt against any claim made by any third party resulting from Sixt's recovery or repossession of the Vehicle or the Accessories.
- 2.7 If You return the Vehicle to Us prior to the Return Date & Time You shall pay to Sixt the total rate for the contracted duration of the Rental Period. You shall not be entitled to a refund for the unused time.
- 2.8 A 'no show' fee may apply if You fail to notify Us of Your intended cancellation prior to the date and time of the commencement of Your reservation.
- 2.9 In the event You rent the Vehicle for more than 28 days We reserve the right to terminate the rental at any time on 28 days written or verbal notice to You.
- 2.10 We reserve the right to substitute a suitable replacement vehicle at any time.

3. Costs, Charges & Payment

- 3.1 You agree to pay to Sixt the following charges for renting the Vehicle:
- the Rental Charges including any time and kilometres charges
 - all reasonable costs to return the Vehicle to the same condition it was in at Start of the Rental including but not limited to extra cleaning
 - Delivery & Collection Charges as per current price list during opening hours as well as one way fees if applicable. For all deliveries outside of city limits or outside opening hours, contact Your local rental location. An out of opening hours charge may apply.
 - The amount for a cover product as accepted by You and noted on the Rental Agreement, calculated for each full or partial Rental Day.
 - The amount for any accessories accepted by You and noted on the Rental Agreement, calculated for each full or partial Rental Day.
 - Child Seats
- You must always comply with all seat belt and child restraints laws.
- Navigation System
- All Vehicles may be equipped with portable navigation systems. These navigation systems are optional You can decide if You want to use a portable navigation system. If You decide to use a portable navigation system, You will be responsible for it if it is damaged, lost or stolen. If the portable navigation system is damaged, lost or stolen You are liable and You will be charged AUD \$ 700 plus GST.
- Sixt is not responsible nor liable for the accuracy of the portable navigation system.
- a premium location fee where you collect the Vehicle from particular locations including but not limited to airport and downtown locations.
 - Operating costs including but not limited to, vehicle registration, compulsory third party insurance, stamp duty on vehicle purchase and transport accident charges. The charge may vary in different States, Territories or other locations
 - the amount noted in the Rental Agreement in respect of the additional further operating costs of conducting business in certain regions or at certain venues, or related to use of the Vehicle by each Additional Driver or each person less than age 23 (please refer to clause 6.3 "Age restrictions")
 - a credit card surcharge
 - any administration fees which may apply to administration functions undertaken in respect of vehicle rentals.
 - the cost of providing breakdown roadside assistance, where the problem (for which assistance is requested) is not caused by a problem inherent to the Vehicle.
- 3.2 If there is Damage, You must pay your LDW to Us at the time of the damage, at the latest when you will drop off the car. If You have not paid the LDW within this period You are in breach of the Rental Contract. You then have no cover and are liable for each of the items and amounts payable under clause 4.4
- 3.3 You are liable for and must pay:
- all tolls or levies;
 - speeding and other traffic fines, infringements and penalties;
 - government and other competent authority costs for parking, clamping, towing, release from compounds;
 - court fees or costs, arising out of the use of the Vehicle whether You were driving the Vehicle or not.
- 3.4 We may supply Your details to any government or other competent authority upon its request and a processing fee applies if We do. If we have paid any amount for which You are liable under clause 3.3 You will also be charged that amount together with the processing fee.
- 3.5 The Vehicle is supplied with a full tank of fuel. If You do not take the "prepaid fuel" option and return the Vehicle without a full tank of fuel a refuelling charge of \$5,- plus GST will apply and additional fuel charges per unit as shown on your Rental Contract . You **must** also pay for any fuel used for the delivery and collection service.
- 3.6 A long term rental will be invoiced on a 28 day cycle beginning from the commencement of the Rental or upon the conclusion of any period less than 28 days during the Rental Period for the Long Term Rental.
- 3.7 Conditions of Payment
- We accept all major credit cards – such as American Express, MasterCard, Visa, Diners. We do not accept credit cards from China Union. Debit cards and company and personal cheques are not accepted unless with the prior written approval of the Owner. Cash Payment is not accepted unless with prior written approval from the Owner. You must present two credit cards to hire vehicles categorised premium, luxury and extraordinary by Sixt. Sixt Car Express Cards are only accepted in combination with a valid Credit Card. Before the Vehicle is hired We always obtain a deposit of AUD \$ 500.00 to AUD \$ 3,300.00 depending on the Vehicle being rented and insurance being taken. This deposit will be frozen on your credit card for the time of the Rental Period. You should check with the Rental Location that Your proposed means of payment is acceptable to Us **before** signing the Rental Contract.
 - You agree and authorise Us to charge any credit card nominated at the Start of Rental, the imprint of which or the number of which is shown in the Rental Agreement and You provide to the Sixt representative when renting the Vehicle (or at any other time), with all the charges due to Us under this clause and Rental contract on demand. This includes the LDW and any amounts payable under 4.4 and 4.5. These charges may be made at any time during or after the end of the Rental Period. It may involve payments being made subsequently, after the Vehicle or Accessories have been inspected by Sixt and where costs and expenses are determined after the Rental Period ends. Sixt may charge Your Credit Card for all charges under this clause 3.
 - At the Start of the Rental, sufficient funds must be available on Your credit card to cover the applicable Rental Charges and any relevant bond applicable. In the event that Your credit card or charge account has insufficient credit to cover the charges payable under this Rental Agreement when due, You hereby irrevocably authorise Sixt to debit Your credit card or charge account as and when sufficient credit becomes available and/or to report Your default to credit reporting agencies.
 - In addition to the sum payable by You, We will recover from You an additional amount on account of credit card or charge account charges and its processing and administration costs.
 - You irrevocably authorise Sixt to charge Your credit card for all costs and expenses incurred to repair any damage to the Vehicle, to replace any items lost, stolen or damaged that were issued with the Vehicle, to pay any infringement, fine or charge incurred whilst the rented Vehicle was in Your custody and to satisfy any charges referred to in the Rental Agreement.
 - If Sixt charges Your card for Damages due and payable it will promptly notify You of the amount so charged and provide details of the Damages. If You dispute the Damages or the amount charged, You may contact Sixt and Sixt will deal promptly with any dispute and, if it is reasonably considers that any amount should be refunded to You, will promptly credit the amount to Your Card. If You are dissatisfied with any determination made by Sixt in this respect, You may contact Sixt's Customer Relations Department.
 - You warrant that the card is Your's and You are responsible for all amounts credited, charged or debited to that card.
 - If you provide a cash deposit at a rental location, there is no guarantee the deposit (or part thereof) will be reimbursed in cash at the time the Vehicle is returned to Sixt. In these circumstances, a cheque will be forwarded within 14 business days to the address notated on the Rental Agreement.
 - If You pay for the hire of the Vehicle by directing the Owner to bill charges to a charge account or to some other person, corporation, or entity who or which fails to make payment when called upon by the Owner, You hereby irrevocably accept that You are primarily liable and You will immediately pay the full amount due to the Owner on demand.
 - You also agree that credit card charges are payable over and above any sums payable by You and that such charges may vary depending on type of credit card used by You.
 - If currency conversion is required for payment of amounts due to Us under the Rental Contract, We will apply the commercial exchange rate valid at the time We credit or debit Your credit card.

4. General Insurance Conditions & Cover Products

- 4.1 Third Party Damage & Property Insurance
- Insurance coverage for the Vehicle rented includes Third Party Liability with a maximum cover of AUD \$ 20 million for material damage. Personal injuries are not covered by this insurance.
 - The Hirer is liable up to the maximum amount of liability for any accident caused by the Hirer, damage caused by parking, theft or any damage caused by an unknown third party. Additionally, the Hirer is liable for the costs of towing, recovering and storing the Vehicle.

- (c) Transport of dangerous goods is excluded from the insurance.
- (d) All insurance cover will become void if an unauthorised driver uses the Vehicle or if the driver of the Vehicle does not possess the required driver's licence and passport at the time of the event giving rise to any claim.
- 4.2 Loss Damage Waiver**
- (a) Loss Damage Waiver removes the driver's responsibility for the Vehicle in case of damage or theft.
- (b) Damages to the Vehicle's chassis under body, tyres, rims, hubcaps, windows or portable navigation systems will be charged directly to You, and are not covered by any insurance.
- (c) All rates are inclusive of Loss Damage Waiver.
- (d) You are responsible for the following amounts:
 AUD \$ 3,000.00 plus GST
 All Vehicles classified as Economy to Premium
 AUD \$ 5,000.00 plus GST
 All Vehicles classified as Luxury or higher
- (e) The Loss Damage Waiver shown in the Rental Agreement must be paid if there is Damage.
- (f) If Other Cover Products are purchased to reduce Your liability We will provide cover for Damage but You must pay the reduced LDW shown in the Rental Agreement.
- (g) The LDW shown in the Rental Agreement is payable for each separate event and whether You are at fault or not. It is payable to Us immediately of Our demand being made to You.
- (h) Neither LDW nor Other Cover Products provide cover for personal belongings and each level of cover is subject to You not being in breach of the Rental Contract.

4.3 Other Cover Products

In order to reduce your Loss Damage Waiver in case of an Accident, We offer the following products:

- (a) Top Cover LDW
 If you have purchased Top Cover LDW your Loss Damage Waiver in case of an Accident is AUS \$ 900,- plus GST.
- (b) Super Top Cover LDW
 If you have purchased Super Top Cover LDW, your Loss Damage Waiver in case of an Accident is AUS \$ 400,- plus GST.
- (c) Headlight, Windscreen, Tyre Protection (HWT)
 The Hirer can choose the HWT option to reduce liability to nil in case of reasonable damage to the Vehicle's front headlights, tyre punctures or damage to the Vehicle's front windscreen.
- (d) The cost of Top Cover LDW, Super Top Cover LDW and HWT are shown on your Rental Agreement.
- (e) The charge for Super Top Cover LDW and Top Cover LDW will be capped at 20 days in any 28 day rental period.

4.4 If You or any driver whether authorised by Us or not breach the Rental Contract neither LDW nor Other Cover Products provide cover and You and any driver are each liable for

- (a) Damage;
 (b) storage, repossession and recovery fees;
 (c) assessing fees;
 (d) Roadside assistance;
 (e) administrative and legal costs of recovery;
 (f) Loss of Use.

4.5 You must always pay and there is **no** cover for:

- (a) the Loss Damage Waiver LDW if there is Damage;
 (b) the cost of rectifying tyre punctures, windscreen or headlight damage, unless you have purchased HWT;
 (c) Damage that occurs whilst a Vehicle is being driven in reverse;
 (d) Damage that is caused to a Vehicle with a convertible roof by overfilling the luggage compartment above the recommended level,
 (e) Overhead Damage or any other damage caused by:
 (i) contact between the Vehicle and objects overhanging or obstructing the path of the Vehicle; or
 (ii) objects being placed on the roof of the Vehicle; or
 (iii) You or any person standing or sitting on the roof of the Vehicle.
 (f) Damage caused deliberately or recklessly by You, any unauthorised driver or any passenger of the Vehicle;
 (g) Damage to the underbody of the Vehicle and any resulting Damage linked to that underbody Damage;
 (h) any water Damage caused by total or partial immersion of the Vehicle in water, including whilst the Vehicle is being transported.
 (i) Damage caused by use of the incorrect fuel type;
 (j) Damage caused or contributed by You or any driver where You or the driver leaves the scene of the Accident prior to the attendance of the police or reporting the Accident to the police;
 (k) Damage to the interior of the Vehicle regardless of fault
 (l) Damage if the Vehicle is taken into any area prohibited by the Rental Contract;
 (m) property that is stolen from the Vehicle, lost or damaged during the Rental Period or left in the Vehicle after the Vehicle is returned to the Rental Location;
 (n) loss or damage to Your property or the property of an entity related to You that arises from the use of the Vehicle.
 (o) loss or damage to Accessories or the damages to the vehicle arising there from.
 (p) any breach of contract regarding clause (Accidents)
 (q) loss or damage resulting from any use of the vehicle for, or incurred whilst the vehicle is being used for, any Prohibited Use or by any Prohibited Person or for any Full Responsibility Use referred to in clause 5 (Your responsibilities).

5. Damage Cover

5.1 Provided You and the Authorised Driver act within the terms and conditions of this Rental Agreement, the Owner will grant damage cover to You and/or the Authorised Driver in respect of Damage to the rented Vehicle and/or damage to any third party property owned by You in Your physical or legal control. This cover is subject to:

- (a) Your payment of the Loss of Damage Liability charge stated in the Rental Agreement within 24 hours;
 (b) You and/or any Authorised Driver not having acted or having caused any other person to have acted in any manner which is in contravention of this Rental Agreement;
 (c) You and/or any Authorised Driver providing such information and assistance as may be requested by the Owner or anyone acting on behalf of the Owner.

5.2 If cover is provided then the Owner or its insurer may bring, defend or settle any legal proceedings in its/their discretion and the Owner shall have the sole conduct of any legal proceedings. Any proceedings shall be brought or defended in Your name or in the name of the Authorised Driver.

6. Your Responsibilities

6.1 In this section, We set out the responsibilities You have to Us when You hire one of Our vehicles. You should be aware that a failure to fulfil any of these responsibilities is a breach of the Rental Contract with the consequences that are set out in clause 4.4.

6.2 The vehicle must only be driven by You or any other Authorised Driver.

6.3 You must

- (a) be no less than 21 years of age and additional charges will apply for specific vehicles and drivers under the age of 23;

In Australia, the following minimum age rules apply:

21 years for Vehicles in groups MCMR, EXMR, EDMR, ECMR, ECAR, CCMR, CDMR, CDAR, CCAR, CWAR, ICAR, IDAR

23 years for Vehicles in groups IWAR, SDAR, SCAR, SWAR, FCAR, FWAR, ETAR, CTAR, ITAR, IVAR

25 years for Vehicles in groups PDAR, PWAR, LCAR, LZAR, SVAR, FVAR, SFAR, STAR, FFAR

28 years for Vehicles in groups LDAR, XDAR, XXAR, FTAR, PTAR, LFAR, PFAR, XFAR

A surcharge of AUD \$ 15.00 Per Day is charged for Vehicles in groups MCMR, EDMR, ECMR, ECAR, CDMR, CCMR, CDAR, CCAR, CWAR, ICAR, IDAR when a driver is under 23 years of age and above 21 years of age at the date of signing this Rental Agreement.

All car groups not listed in the above paragraph are not available for drivers under 23 years of age at the date of signing this Rental Agreement.

- (b) hold a full, current, unrestricted driving licence for at least 2 years for the Rental Period valid for the Vehicle and which is written in English or an international licence translated into English;
 (c) allow Us to inspect Your licence at any time during the Rental Period;
 (d) fully inspect the Vehicle at the Start of Rental to ensure the condition of the Vehicle and any pre-existing damage is accurately noted and shown in the Rental Agreement. If there is any discrepancy, You must notify Us prior to leaving the Rental Location. You and Sixt acknowledge that the Vehicle is generally in good operating and undamaged condition with the seal of the odometer unbroken save as otherwise acknowledged by You and Sixt in writing on the Vehicle Condition Report. You agree to return the Vehicle in the same condition, save for normal wear and tear and not including windscreen damage together. Otherwise You will be liable for any new damages.
 (e) tell Us if You will be using the Vehicle to drive interstate.

6.4 During the Rental Period You must

- (a) take all reasonable care of the Vehicle:
 (i) to prevent Damage
 (ii) to ensure that the Vehicle is not overloaded by the number of persons or by the weight of goods carried;
 (iii) by using any security device fitted to or supplied with the Vehicle; and
 (iv) by protecting the Vehicle against inclement weather;
 (b) inform and indemnify the Owner for any defect or any new damage sustained by the Vehicle or to the Vehicle. New damage is determined by reference to existing damage at the commencement of the Rental Period and excludes fair wear and tear. You also agree to allow the Owner to fix the damage.
 (c) keep the Vehicle locked and the keys under Your personal control at all times. You must be able to produce those keys in the event of a theft;
 (d) maintain the Vehicle as follows:
 i) maintain the Vehicle's engine oil and engine coolant levels to the manufacturer's requirements,

- ii) replace fluid in the radiator with a coolant appropriate for the Vehicle,
- iii) inflate tyres according to the manufacturer's guidelines,
- iv) keep the Vehicle locked and the keys under Your personal control at all times and produce such keys if the Vehicle has been stolen,
- v) comply with any applicable laws such as seat belt and child restraint laws,
- vi) follow any reasonable instruction given by the Owner relating to the Vehicle.

(e) use the correct fuel type. If You return the Vehicle with less than a full tank of fuel, We will charge You a Fuel and Service charge of AUD \$ 5.00 and the applicable per litre rate specified in the Rental Agreement.

(f) comply with all seat belt laws and fines may be imposed on any driver or passenger who does not have a seat belt properly adjusted and fastened;

(g) comply with all child restraint laws and ensure that for all children under the age of seven years the restraint has been fitted correctly according to the age of the child and that the restraint is properly adjusted and fastened;

(h) adhere to any mileage instructions displayed in the Vehicle or set by the Rental Location;

(i) immediately upon request provide Us and any government or competent authority Your full, accurate and up-to-date information relating to the use of the Vehicle during the Rental Period.

(j) acknowledge, that you accept responsibility in the case of a Long Term Rental, to maintain the Vehicle in a roadworthy condition for the duration of the Rental Period. Should the Rental Period span the normal maintenance intervals, it is your responsibility to return the Vehicle to the nearest Sixt location for a changeover to a replacement vehicle in a serviceable condition.

6.5 At the end of the rental you must

(a) return the Vehicle and any accessories, tools, tyres supplied by Us including, but not limited to, child restraints and GPS units in the same condition as noted on the Vehicle Condition Report at the start of the Rental except for ordinary wear and tear and not including windscreen damages. You will be liable for any new damages.

(b) return the Vehicle and any Accessories, tools, tyres and other equipment including, but not limited to, child restraints and GPS units, to the location referred to in the Rental Agreement and on the date and time specified, unless demanded sooner.

6.6 You must never:

(a) drive the Vehicle recklessly, or with deliberate intent to cause injury, use the Vehicle in a dangerous manner or illegal purpose or when it is damaged or unsafe;

(b) drive the Vehicle whilst under the influence of alcohol or drugs or have a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit in the state or territory where the Vehicle is driven;

(c) fail or refuse to undergo any breath, blood, oral fluid or urine test or drug impairment assessment in the state or territory in which the Vehicle is driven;

(d) drive the Vehicle whilst Your driving licence is subject to any restriction or condition;

(e) commit any wilful act or act of driver abuse that causes Damage;

(f) use a mobile phone or a GPS unit whilst the Vehicle is in motion or stationary but not parked unless the body of the phone or GPS unit is affixed to the Vehicle and the phone or GPS unit is not being held or touched at any time whilst being used;

(g) leave the keys to the Vehicle in it or with it whilst it is unattended or unoccupied by You or any passenger;

(h) leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator;

(i) modify the Vehicle in any way and no roof racks or towbars are permitted unless fitted by Us;

(j) use the Vehicle for carriage of passengers or property for hire, fare or reward unless the Vehicle is a Commercial Vehicle and You have Our prior written authority;

(k) use the Vehicle for off-roading, racing, pace making reliability trials, contest, speed testing, hill climbing, driving instruction, or any testing in preparation for such activities or activities similar thereto.

(l) propel or tow another vehicle, boat, trailer or any other vehicle, unless the Vehicle has a towbar, in which case You have permission from Sixt to tow a trailer provided the weight and dimensions of the item being towed do not exceed the specified capacity of the Vehicle;

(m) for committing an illegal or unlawful act or a regulation controlling vehicular traffic (other than a traffic offence which does not automatically result in the loss of your drivers' licence);

(n) use the Vehicle in violation of any legislation, order or regulation affecting the use, loading or condition of the Vehicle, or for any illegal purpose;

(o) use the Vehicle for transporting any animals, unless specifically approved by Us. Additional cleaning charges may apply and will be shown in the Rental Agreement;

(p) use the vehicle for the carriage of a greater load and/or number of persons and/or for a purpose for which the Vehicle was not designed and constructed;

(q) carry any goods, without all necessary permits, licences and government approvals to be obtained at your cost as well as haul any goods that are incorrectly or inappropriately loaded or for the haulage of which the Vehicle was not designed and are not in accordance with the Vehicle's manufacturer's recommendations (including any hazardous materials, such as any gases or substances which may form explosive or corrosive mixtures, building or gardening material);

(r) take the Vehicle more than 300 kilometres from Sixt's address stated in the Rental Agreement or, more than 300 kilometres from the location from which the Vehicle was hired. Other kilometre restrictions may apply depending on the Vehicle type, rate and length of the Rental Period.

(s) sell, rent or dispose of the Vehicle;

(t) use the Vehicle in contravention of any legislation or a regulation controlling vehicular traffic;

(u) make a seriously misleading or false statement under this Rental Agreement.

6.7 You and any passengers must not smoke in the Vehicle. It is an offence in some Australian states to smoke in a vehicle where there are passengers of less than 18 years of age.

Additional cleaning charges up to \$ 150,- will apply if there is a breach of this condition. We are not liable nor responsible for any odour in the Vehicle.

6.8 Parts of Australia are not suitable for access by rental vehicles. To prevent damage to the Vehicle and for Your own personal safety We strictly apply conditions that restrict Your use of the Vehicle.

6.9 You are fully responsible for liable for the consequences under clause 4.4 under any circumstances

(a) where the Vehicle may or does sustain damage to the body or undercarriage as a result of making contact with a stationary object overhanging or on the road surface (including driving or attempting to drive under, over or around any such object);

(b) where the Vehicle sustains damage to the roof area including but not limited to the fitting of roof racks (or similar devices), standing or sitting on the roof or making contact with overhanging objects;

(c) where the Vehicles is refuelled with fuel other than which is recommended by the Vehicle manufacturer;

(d) where a Vehicle on a Long Term Rental sustains mechanical damage as a consequence on non compliance with clause 6.4 (k);

(e) where the Vehicle is driven and its keys are unsecured;

6.10 You will be fully responsible and liable for Damages under clause 4.4 to any Accessories even if You have accepted Super Top Cover LDW, Top Cover LDW or HWT for the Vehicle. Super Top Cover LDW, Top Cover LDW and HWT do not apply to any loss of or damage to the Accessories.

6.11. You must never take the Vehicle:

(a) Off Road;

(b) onto any island that is off mainland Australia or Tasmania;

(c) on any Unsealed Road or a road notified to You by Sixt;

(d) above the Snow Line or in any Alpine Resort during the gazetted snow season on in any other area under conditions where a reasonable person would use snow chains;

(e) on any beach or in any other area exposed to saltwater;

(f) in any area or under any circumstances (including crossing a waterway or transporting a Vehicle across a waterway) where the Vehicle may or does become partially or totally immersed in water; fire affected areas or any roadway in respect of which the Police or any other Government authority have issued a warning or caution

(g) in Queensland:

(i) north of Chillagoe or Georgetown;

(ii) north of Cooktown or Laura;

(iii) on the Burke Development Road;

(iv) north of Maggieville;

(v) on Unsealed roads north and west of Mt Isa;

(vi) on the Bloomfield track;

(vii) on the Savannah Way;

h) in any other Australian state other than NSW, VIC and QLD unless authorised in writing by Sixt.

6.12 If the Vehicle is used for in any places or situations mentioned in clause 6:

(i) to the extent permitted by law, You will lose benefit of any limitation on Your liability for loss of or damage to the Vehicle, even if You have accepted Super Top Cover LDW, Top Cover LDW or HWT; and

(ii) will constitute a breach of this Agreement, making you responsible, to the fullest extent permitted by applicable law, for the actual and consequential damages to Sixt caused by the breach, together with Sixt's related costs and legal fees.

7. Your Liability

7.1 Subject to this clause 7.1, You are responsible, to the fullest extent permitted by applicable law, for all Damages regardless of fault which occur during the Rental Period or which result from Your rental or use of the Vehicle or Accessories. Notwithstanding anything in this clause 7.1 or any other clause, there is no cap or limit on Your liability to Sixt resulting from any use of the Vehicle for, or incurred whilst the Vehicle is being used for any Full Responsibility Use referred to in clause 6 (Your Responsibilities).

(a) Your liability to Sixt for Damages resulting from a Single Vehicle Accident or water damage (other than by total or partial immersion) is limited to the amount of the LDW noted on the Rental Agreement plus AUD \$ 2,200 (including GST) for car groups classified from economy to premium and AUD plus \$ 4,400 (including GST) for car groups classified as 4WD and luxury. This also includes damages to the vehicle normally covered by HWT.

(b) Your liability to Sixt for Damages to the Vehicle, other than as set out in clauses 7.1 (a), which occur during the Rental Period or which result from Your rental or use of the Vehicle is limited to

the amount of the LDW. In the event of damage to the Vehicle, You will be charged the amount of the LDW .

(c) If the person driving or otherwise in control of the Vehicle when an Accident occurs is an Authorised Driver under 23 years of age, the limit on Your liability under each clauses 7.1 (a) and (b) will be increased by AUD \$ 2,200 (including GST). This also includes damages to the vehicle normally covered by HWT.

(d) Notwithstanding clauses 7.1 (a) and (b), You are liable to reimburse Sixt for Damages incurred as a result of You fitting Accessories to the Vehicle incorrectly or otherwise in a manner which causes damage to the Vehicle, the Accessories or any other vehicle or property.

(e) Notwithstanding clauses 7.1 (a) and (b), You agree to indemnify and hold Sixt harmless to the maximum extent permitted by law from any claim against Sixt for loss of or damage to any personal property that is connected with the rental under this Agreement. This includes, without limitation, personal property left in any Sixt vehicle or brought onto Sixt 's premises, but does not include the **Vehicle** or any other property damaged as a result of the **Vehicle** colliding with it and does not include any loss or damage caused by the negligence or wilful default of Sixt;

(f) If You pay for the hire of the Vehicle by directing Sixt to bill charges to a charge account or to some other person, corporation, or entity who or which fails to make payment when called upon by Sixt, You hereby irrevocably accept that You are primarily liable and You will immediately pay the full amount due to Sixt on demand.

(g) The liability of any Authorised Driver for causing personal injuries resulting from use of the Vehicle is covered by the statutory schemes relating to transport accident compensation in each State and Territory of Australia (subject to the conditions and limitations of those schemes). For details of the scope, conditions and limitations of this coverage, You should contact the relevant authority in the State or Territory in which the Vehicle is registered.

8. Our Responsibilities

8.1 When You make a reservation with Us We will provide a Vehicle and Accessories that are in good working order for the Rental Period and match any description or sample.

8.2 If the Vehicle breaks down during the Rental Period because of Our negligence or wilful default We will as soon as possible recover and repair the Vehicle. If the Vehicle cannot be repaired, We will use our best endeavours to provide a replacement Vehicle of an equivalent size and standard to the previous Vehicle for the remainder of the Rental Period.

8.3 If it is not possible to conduct a Final Inspection of the Vehicle with You at the end of the Rental Period We will confirm the condition of the Vehicle with You within 8 working hours of the Final Inspection.

8.4 We are only responsible for any direct loss that You suffer as a result of Our breach of the Rental Contract. We are not responsible for missed flights, disrupted travel or holiday plans, loss of enjoyment or opportunity, any indirect or consequential loss, damage or costs.

8.5 You agree to release and indemnify the Owner:

(a) from any claim for loss or damage of any personal property which has been stored in the Vehicle, or stolen from the Vehicle, or otherwise lost during the Rental Period,

(b) from any claim for any indirect, incidental or consequential losses or damages relating to this Rental Agreement; and

(c) from any third party claims arising from Your use of the Vehicle.

Unless You have rented the Vehicle and the Accessories for personal, domestic or household use, any liability of Sixt, including any liability for negligence, is limited to the extent permitted by law to:

(i) in the case of goods, at the option of Sixt:

(A) replacement of the goods or supply of equivalent goods;

(B) repair of the goods;

(C) payment of the cost of replacing the goods or acquiring equivalent goods; or

(D) payment of the cost of having the goods repaired.

(ii) in the case of services, at the option of Sixt

(A) supplying of the services again; or

(B) payment of the cost of having the services supplied again.

8.6 We provide a Delivery/Collection Service during Opening Hours for an additional charge as per our current price list. For Deliveries outside city limits, contact Your local rental location. The Delivery/Collection Service is on request. Please contact the local rental location. An out of Opening Hours charge may apply.

9. Breakdown, Accident, Fines & Repair

9.1 Sixt (through sub-contractors) provides a twenty-four (24) hour breakdown roadside assistance service for the Vehicle. Inherent mechanical faults in the Vehicle receive free roadside assistance.

9.2 Fees and charges apply for all other faults or driver induced errors, including but not limited to:

(a) Incorrect fuelling;

(b) a flat battery;

(c) lost keys;

(d) keys locked in the Vehicle;

(e) tyre changing.

9.3 We reserve the right not to replace a Vehicle if it is involved in a major Accident or there has been major Damage or You have breached the Rental Contract. In this event of termination the Rental Contract, depending on the reason, We will refund pro-rata prepaid charges but reserve the right to set off any such prepaid charges against all charges due and payable under clause 3 and 7.

9.4 If:

(a) a warning light appears; or

(b) You see or become aware of low engine or brake oils, engine coolant levels or tyre pressures; or

(c) the Vehicle develops any fault during the Rental Period,

You **must** inform Us immediately via the contact details in the Vehicle and in the Rental Agreement and not use the Vehicle unless We have authorised You to do so. If You fail to notify Us and continue to use the Vehicle You will be responsible for any Damage.

9.5 You **must not** let anyone work on the Vehicle or arrange or undertake any repairs to the Vehicle or towing or salvage of it unless We have given You Our prior authority. You **must** keep and produce to Us the original tax invoices and receipts for any repairs, towing or salvage and You will be reimbursed only if these expenses have been authorised by Us. Any entitlement to reimbursement is subject to there being no breach of the Rental Contract.

9.6 Where the use of the Vehicle by You, or any other person, results in an accident or claim, or where damage or loss is sustained to the Vehicle or any third party property or if the Vehicle has been stolen You must:

(a) get the names and addresses of all persons involved, including witnesses;

(b) make the Vehicle secure, inform the police and notify Us immediately and providing Us an event number;

(c) supply Us with any information concerning the driver of the Vehicle and You must allow Us direct access to the driver of the Vehicle and You must fully co-operate in allowing Us to gain such access;

(d) complete all necessary documentation and provide Us with an accurately completed and signed Motor Vehicle Accident/Loss Report Form, completed to the Owner's satisfaction

(e) not make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability to any third party;

(f) complete and provide the Owner, within a reasonable time any statement, information or assistance which the Owner or its insurer may reasonably require, including attending at a lawyer's office and at Court to give evidence.

(g) permit the Owner or its insurers at its own cost to bring, defend, enforce or settle any legal proceedings against a third party;

(h) allow Us to claim in Your name or that of the Authorised Driver under any applicable substitute vehicle insurance. You must do, and must cause any Authorised Driver to do everything that may be required to assist the Owner in making such a claim, including assigning the benefit of any substitute vehicle insurance to the Owner;

(i) forward promptly any papers or other documents received by You from third parties concerning the Accident to Sixt;

(j) return the keys to Sixt immediately.

9.7 You agree to report any traffic or parking infringement which occurs during the Rental Period to Sixt as soon as possible after it occurs.

10. Representations by Travel Agents

For the sake of clarification, travel agents are not Sixt employees or agents of Sixt. Accordingly, to the extent permitted by law, Sixt does not accept liability for claims, statements or representations made by any travel agent concerning the Vehicle, the Accessories or Sixt's services under this Agreement.

11. End of Rental Contract

11.1 At the end of the Rental Period, in addition to Your obligations under clauses 3.1 and 3.2, You must return the Vehicle to Us:

(a) to the Rental Location;

(b) in the same condition it was in at the Start of Rental;

(c) at the date and time set out in the Rental Agreement.

11.2 We allow a grace period of 59 minutes for the return of the Vehicle but if it is returned to Us more than 59 minutes after the time set for its return in the Rental Agreement You will be charged one full day's extra rental. Standard daily rates will apply if the Vehicle is returned to Us more than 24 hours after the time set for its return in the Rental Agreement unless the Rental Contract has been extended by Us. You will also be liable for any repossession charges, Damage or any costs We incur.

11.3 If You return the Vehicle to a Rental Location other than that shown in the Rental Agreement, or when the Rental Location is closed, or any place other than a Sixt Rental Location

(a) a one way fee may apply;

(b) You will be deemed to have returned the Vehicle only after the Final Inspection of it has been conducted by Us; and

(c) the Rental Charges will continue and You will be responsible for Damage until the Final Inspection.

11.4 Any bond that has been kept on your credit card will be fully released at the end of the Rental Period if:

- (a) all amounts due to us under the Rental Contract have been paid;
- (b) the Vehicle has been returned to the Rental Location at the date and time set in the Rental Agreement;
- (c) there is no Damage;
- (d) the interior and exterior are clean;
- (e) the Vehicle has a full tank of fuel; and
- (f) the Rental Contract has not been breached.

We reserve the right to take all or part of a bond if there is a breach of any of these conditions.

11.5 If we terminate the Rental Contract it will not affect Our right to receive any money We are owed under the Rental Contract. We can also claim reasonable costs from You if You do not meet any of the requirements of the Rental Contract.

12. Breach of Rental Contract

12.1 We may terminate this Rental Agreement and require the immediate return of the Vehicle or re-possess the Vehicle without notice, if We have reasonable grounds to believe that:

- (a) You may have breached a term or condition of this Rental Agreement;
- (b) it is likely that damage to the Vehicle or harm to a person or damage to property may occur;
- (c) a reckless breach of road or traffic legislation has taken place;
- (d) the Vehicle may be involved in any industrial dispute.

We may also terminate this Rental Agreement and require the immediate return of the Vehicle or re-possess the Vehicle without notice if You have been seen misusing the Vehicle by Sixt management or law enforcement agencies.

12.2 If the Rental Contract is terminated by Us You **must** pay for:

- (a) Damage;
- (b) storage, recovery and repossessing fees;
- (c) assessing fees;
- (d) roadside assistance;
- (e) administrative and legal costs of recovery;
- (f) Loss of Use;
- (g) all reasonable costs and charges under the Rental Contract.

12.3 If We have terminated the Rental Contract You give Us permission to access and enter Your premises to repossess the Vehicle without using unreasonable force or causing damage.

13. Applicable Law

13.1 You have rights conferred by consumer legislation and neither this clause nor any other provision of the Rental Contract is intended to exclude, restrict or modify and implied terms or rights You may have under the Trade Practices Act or any other Federal, State or Territory legislation in Australia.

13.2 The laws of the state in which the Rental Location is situated and of the Commonwealth of Australia govern the Rental Contract.

14. Dispute Resolution

14.1 If You believe there has been an error in Your account or You have any complaint, Our staff at the Rental location will help You in every way they can. If they are unable to assist You or if Your concerns are not resolved to Your satisfaction You may refer the matter to Our internal dispute resolution process.

14.2 Our internal disputes resolution officer will investigate the matter and try to reach a satisfactory outcome. You will be advised of Our final decision within 15 working days of the receipt of the referral.

15. Privacy Policy

15.1 When You rent a Vehicle from Sixt We need to collect certain information about You. The service that You use will determine exactly what information We collect from You. That information may include Your:

- Name(s)
- Address
- Contact telephone number
- Contact facsimile number
- Date of birth
- Driver's licence number
- Frequent travellers program number
- Vehicle preference
- Credit card number and expiry date
- E-mail address; and
- Company name and employee number.

In addition we may collect the contact details of individuals who can provide professional references.

In certain circumstances, We may collect sensitive information about You. For example, We may collect information about Your membership of a professional association in order to provide You with the correct discount for Our services.

Sensitive information under the Privacy Act includes information about an individual's membership of a professional or trade association. We will only collect sensitive information about You with Your consent or otherwise in accordance with the law.

15.2 We respect Your privacy so We take all reasonable steps to make sure that Your personal information is accurate and up to date and that it is protected from misuse, unauthorised access or wrongful disclosure.

15.3 Your personal information may be disclosed to related and non-related third parties with whom We have arrangement to protect Your privacy, such as one of Our program partners.

15.4 Your personal information may also be entered into Our centralised database which is managed by Sixt International and may be accessed by personnel, franchisees and licensees within that group, all of which are governed by group rules that protect Your privacy.

15.5. We recommend that You visit Our website www.sixt.com.au where Our privacy policy is comprehensively set out.

16. Other Fees and Taxes

Loss of Key

A loss of key fee will be charged if You lose the key to the Vehicle.

Other Fees

The cost of replacing or repairing all contents supplied by Sixt (including but not limited to baby seats and street directories).

Administration Fee For Fine

If the Hirer incurs a road toll or parking fine during the Rental Period, the Hirer will be charged an administration fee of AUD \$ 35.00 which represents the cost in re-directing the fine to the Hirer.

If the Hirer has a traffic fine incurred during the Rental Period, the Hirer will be charged an administration fee of AUD \$ 50.00 which represents the cost in re-directing the fine to the Hirer.

The Hirer is liable for payment of all traffic and parking fines and road tolls incurring during the Rental Period

Cleaning Fee

If the Vehicle condition exceeds normal tear and wear or if You have smoked in the Vehicle a cleaning fee up to AUD \$ 150.00 will be charged.

Downtime Fee

You agree that a daily loss of use fee, based on 75% of the daily rental rate as displayed in the Rental Agreement, on the downtime of the Vehicle calculated after the Vehicle is returned, is payable, where applicable.

All charges are in Australian Dollars and exclude goods and services tax. All Terms & Conditions are subject to change.

Damage Administration Fee

Where the Vehicle is damaged or stolen or there is a claim arising from Your use of the Vehicle, we are entitled to charge you a handling fee.

17. Final Provision

I HAVE READ AND UNDERSTOOD PART A & PART B AND ANY OTHER TERMS & CONDITIONS BEFORE MAKING ANY AGREEMENT TO HIRE ANY VEHICLE.