



Terms and Conditions of Rental

Effective: 20 July 2020

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Europcar Terms & Conditions

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Linkt Terms and Conditions

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1 Your Rental Contract

1.1 This Contract (**Rental Contract**) You have entered into with Europcar comprises:

- (a) the rental document for the hire of the Vehicle (**Rental Agreement**);
- (b) the confirmation email where You have pre-booked Your rental online or through Our call centre;
- (c) the Europcar Privacy Policy; and
- (d) these terms and conditions of rental (**Terms and Conditions**).

When We refer to the Rental Contract We mean all of these documents read together.

1.2 Please read the Rental Contract carefully. If there is anything that You or an Authorised Driver do not understand please ask at the Rental Station 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 agree to be bound by it.

1.3 We use electronic signatures as a means of entry into the Rental Contract. When You insert an electronic signature, You consent to the use of this means of acknowledgment and acceptance of these Terms and Conditions and Your obligations under the Rental Contract.

2 Rental Period

2.1 Your rental of the Vehicle from Us is for the Rental Period and at the rate shown in the Rental Agreement.

2.2 The Vehicle **must** be returned to the Rental Station on the date and by the time shown in the Rental Agreement. If You return the Vehicle earlier than the date and time shown in the Rental Agreement:

- (a) the daily rate payable will be adjusted to reflect the daily rates that apply for shorter rentals; and
- (b) a one-way fee may apply if the Vehicle is returned to a Rental Station other than that shown in the Rental Agreement.

2.3 We understand that circumstances change and that You may require the Vehicle for longer than the Rental Period. If so, You must notify Us at least 2 hours prior to the expiration of the Rental Period.

2.4 If We have agreed to an extension of the Rental Period and Your extended Rental Period is longer than 30 days, You must take the Vehicle to Your nearest Europcar Rental Station on day 29 and every 30 days thereafter to pay Your additional Rental Charges for the extended Rental Period unless You have Our prior written agreement varying these conditions.

2.5 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) if the location of the Vehicle is known, recover it by lawful means or if it is unknown, after making reasonable attempts to contact You, report the Vehicle as stolen to the Police.

2.6 Cancellation and 'No Show'

- (a) You may cancel Your rental free of charge provided You give Us at least 48 hours' notice before the Rental Period is due to start. Wherever possible You should use the same communication channel to cancel Your rental You used when booking the Vehicle, alternatively, You can contact Our Call Centre on 1300 13 13 90 to cancel the rental.
- (b) If You have prepaid Your rental but cancel giving us less than 48 hours' notice before the Rental Period is due to start the prepaid amount will be refunded less a cancellation charge.
- (c) If You have prepaid Your rental but fail to cancel Your reservation and fail to pick up the Vehicle the prepaid amount will be refunded less a 'No Show' charge;
- (d) If You have not prepaid Your rental but have lodged Your Europcar Account details with Us We will guarantee Your Vehicle until close of business on the day Your rental is due to start. However, if You use this facility to guarantee Your reservation and You:
 - (i) give Us less than 48 hours' notice of cancellation before the Rental Period is due to start; or
 - (ii) fail to cancel Your reservation and fail to pick up the Vehicle on the day Your rental is due to start,

You agree that We may charge the cancellation charge or 'No Show' charge against Your Europcar Account to reflect the fact that We held the Vehicle for You without any rental transaction taking place.

- (e) If We cancel or fail to cancel the booking You will be fully reimbursed any sums You have paid to Us for the booking.

3 Costs, charges & payment

- 3.1 Payment by Debit Card of amounts due under the Rental Contract is not acceptable on all Vehicles or at all Rental Stations and may require an acceptable form of identification in addition to presentation of Your driver's licence. Before entering into the Rental Contract You should check with the Rental Station that the credit card or Debit Card You propose is acceptable to Us.
- 3.2 At the Start of Rental You must provide Your acceptable credit card or Debit Card and as security We may pre-authorise Your total estimated Rental Charges plus a deposit, less any prepaid amounts.
- 3.3 When collecting and returning the Vehicle the primary cardholder **must** be present.
- 3.4 At the end of the Rental Period You **must** pay:
 - (a) the Rental Charges;
 - (b) all reasonable costs to return the Vehicle to the same condition it was in at the Start of Rental, subject to reasonable wear and tear, including but not limited to extra cleaning and;
 - (c) any amounts payable under clauses:

- (i) 3.8 (Linkt Rental Product for tolling);
 - (ii) 3.9 (fines, infringements, penalties and court fees);
 - (iii) 4.1 (Damage Liability Fee); and
 - (iv) 5.1, 5.2 or 5.3(b) (Exclusions to Damage Cover).
 - 3.5 Invoices and payment receipts will be sent to You electronically to the email address nominated on Your booking application.
 - 3.6 If You extend the Rental Period from that shown in the Rental Agreement Your entitlement to free rental kilometres may change and You will be charged for extra kilometres if You exceed the free kilometres applicable to Your Rental Period and Vehicle model.
 - 3.7 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 will apply. You **must** also pay for any fuel used for the delivery and collection service.
 - 3.8 Tollaust Pty Limited (ACN 050 538 693), trading as Linkt (**Linkt**) provides the Linkt Rental Product to You for the payment of tolls and fees incurred by You when driving the Vehicle on a toll road and You **must** pay Linkt in connection with Your use of the Linkt Rental Product:
 - (a) all tolls incurred in connection with Your use of a toll road;
 - (b) a Service Fee of \$3.30 including GST for each calendar day on which a toll is incurred using the Linkt Rental Product (of which a referral fee of \$0.99 including GST is remitted to Us by Linkt); and
 - (c) any other amount that is payable pursuant to the Linkt Terms and Conditions.
- You acknowledge and agree that the amounts payable under the Linkt Terms and Conditions (including the Service Fee) are subject to change from time to time.
- 3.9 You are liable for and **must** pay:
 - (a) speeding and traffic fines, infringements and penalties arising from the use of the Vehicle;
 - (b) fines, infringements and penalties arising from parking, clamping, towing, or release of the Vehicle from compounds; and
 - (c) all court fees or costs arising from sub-clauses (a) or (b).
 - 3.10 We may supply Your details to any regulatory or enforcement authority upon its request and an administrative fee applies if We do.
 - 3.11 If We have paid any amount for which You are liable pursuant to clauses 3.8 or 3.9 You will also be charged that amount together with an administrative fee.
 - 3.12 All amounts payable under the Rental Contract are subject to subsequent verification and adjustment and details of any adjustments will be provided to You as soon as practicable. If a refund is due to You it will be credited to Your Europcar Account. If any amount is due to Us You authorise Us to charge Your Europcar Account with that amount, including an amount up to the DLF and any

amounts payable under clauses 3.4 to 3.9 (inclusive) or 5.1 to 5.3 (inclusive) . These charges may be made at any time during or after the end of the Rental Period.

- 3.13 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 Europcar Account.
- 3.14 If You fail to pay Us any amount due under the Rental Contract You **must** also:
- (a) pay Us interest on that overdue amount calculated at the rate of 10% per annum and starting 7 days after the date that overdue amount became payable to Us and ending on the date of payment of all amounts due; and
 - (b) pay the reasonable costs and charges We incur in recovering or attempting to recover that overdue amount, including mercantile or debt collection fees, commission and any legal costs.

4 Damage Cover and payment of the Damage Liability Fee (DLF)

- 4.1 If there is Damage, theft of the Vehicle or Third Party Loss for each separate claim You **must** pay up to the DLF shown in the Rental Agreement even if You have travel or rental vehicle excess insurance, unless Your Rental Contract is for Customer Own Insurance.
- 4.2 Subject to the Damage Cover exclusions in clause 5, Your DLF liability is reduced if You purchase a Damage Cover Product.
- 4.3 You will not have to pay the DLF shown in the Rental Agreement for a claim for Damage or Third Party Loss if, acting reasonably, We agree that You were not at fault and:
- (a) You are ordinarily an Australian resident;
 - (b) You hold an Australian drivers licence;
 - (c) You have fully completed Our Incident Report Form with:
 - (i) the name, residential address, contact phone and licence number of any person involved **(Third Party)**;
 - (ii) the registration numbers of all vehicles involved;
 - (iii) an accurate written and diagrammatic description of the Accident and location; and
 - (iv) the names of attending police officers and the stations at which they are based; and
 - (d) You have supplied or We have established the name of the insurer of any Third Party You believe was at fault and We reasonably believe that the insurer will agree to pay Us for the Damage.
- 4.4 If the DLF is payable under clause 4.1 and:
- (a) the Vehicle is damaged in an Accident in which no other vehicle is involved:
 - (i) acting reasonably We will make an estimate of the Damage;
 - (ii) We will forward a copy of that estimate and any supporting documents to You as soon as practicable; and

- (iii) no sooner than 5 business days after forwarding the estimate and any supporting documents We will debit Your Europcar Account for the lesser of the Damage estimate or the DLF shown in Your Rental Agreement, unless You have authorised Us to debit Your Europcar Account for the DLF at an earlier time;
 - (b) the Vehicle is stolen and We reasonably believe the Vehicle will not be recovered We will debit Your Europcar Account for the DLF shown in Your Rental Agreement; or
 - (c) the Vehicle is damaged in an Accident in which there is also Third Party Loss:
 - (i) unless clause 4.3 applies, We will debit Your Europcar Account the estimated amount of Your total liability for the Accident up to but not exceeding the DLF shown in Your Rental Agreement; and
 - (ii) We will forward a copy of the Damage estimate and any supporting documents and particulars of any claim for Third Party Loss to You as soon as practicable.
- 4.5 We will refund the DLF paid pursuant to clause 4.4 as soon as practicable:
- (a) in full, if We recover the Damage from a responsible third party or their insurer or successfully reject or defend a claim for Third Party Loss;
 - (b) in part, if the repair cost is less than the amount debited from Your Europcar Account pursuant to clause 4.4(a)(iii);
 - (c) in part, if a claim for Third Party Loss is rejected or defended for an amount less than the DLF paid pursuant to clause 4.4(c); or
 - (d) on a pro rata basis if We recover only a proportion of any amount We have claimed against a Third Party for Damage.
- 4.6 In making a refund We may take into account all reasonable administrative, collection agency and legal costs incurred in connection with the recovery of the Damage cost or rejection or defence of a claim for Third Party Loss.

5 Exclusions to Damage Cover

- 5.1 You have no Damage Cover if there is a Serious Breach of the Rental Contract even if a Damage Cover Product has been purchased and the DLF has been paid.
- 5.2 Even if You purchase a Damage Cover Product and You pay the DLF You have **no** Damage Cover for:
- (a) Damage or Third Party Loss caused by the use of the Vehicle in any area prohibited by the Rental Contract;
 - (b) Overhead Damage;
 - (c) Damage, Underbody Damage or Third Party Loss caused deliberately or recklessly by:
 - (i) You;
 - (ii) a person who is not an Authorised Driver but is using the Vehicle with Your actual or implied

consent; or

- (iii) any passenger of the Vehicle;
- (d) Damage caused by total or partial inundation or immersion of the Vehicle in water or exposure of the Vehicle to salt water, including that which occurs whilst the Vehicle is being transported;
- (e) Damage caused by use of the incorrect fuel type;
- (f) Damage that is caused to a Vehicle with a convertible roof by overfilling the luggage compartment above the recommended level, and then activating the convertible roof mechanism; or
- (g) Damage or Third Party Loss caused or contributed to by You where You leave the scene of the Accident prior to the attendance of the police or reporting the Accident to the police.

5.3 There is also **no** Damage Cover for:

- (a) any loss, damage or deterioration of any goods or property carried in a Commercial Vehicle and You agree to fully indemnify Us for any loss, damage or deterioration of those goods or property unless it arises as a result of Our negligence;
- (b) the full cost of replacing or repairing any accessories supplied by Us including, but not limited to child restraints, GPS units, lost keys, keyless start and remote control devices;
- (c) personal property owned by You or any passenger 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 Station;
- (d) loss or damage to Your property, the property of a member of Your immediate family or of an entity related to You, that arises from the use of the Vehicle; or
- (e) Damage, theft of the Vehicle or Third Party Loss if Your Rental Contract is for Customer Own Insurance.

6 Customer Own Insurance

If You have a Commercial Services Agreement with Us that provides for Customer Own Insurance and if Your Rental Agreement records that Your Rental Contract is for Customer Own Insurance:

- (a) it is Your responsibility to comprehensively insure the Vehicle for Damage, its theft and Third Party Loss;
- (b) all Damage and Third Party Loss arising from the use of the Vehicle or its theft during the Rental Period are Your responsibility and **must** be paid in full by You; and
- (c) You fully indemnify Us for:
 - (i) Damage and Third Party Loss arising from the use of the Vehicle or its theft during the Rental Period; and
 - (ii) any demand, claim, including a claim for legal costs, action or proceeding made, commenced or issued by or against You or against Us arising therefrom.

7 Your responsibilities

- 7.1 In this section, We set out the responsibilities You have to Us when You hire one of Our Vehicles.
- 7.2 The Vehicle **must** only be driven by You. We may also approve additional Authorised Drivers and an extra charge will apply for each driver.
- 7.3 You **must**:
- (a) be no less than 21 years of age and a young driver surcharge applies for specific vehicles and drivers under the age of 25; and
 - (b) hold a full, current and unrestricted driving licence for the Rental Period:
 - (i) valid and appropriate for the class of Vehicle You propose to hire;
 - (ii) that shows Your current residential address; and
 - (iii) is written in English or if not in English either a valid International Driving Permit issued in the country of issue of Your licence or (excluding the Northern Territory) a translation of your current licence issued by the National Accreditation Authority for Translators and Interpreters (NAATI).
- 7.4 At the Start of Rental You **must** also:
- (a) present Your driving licence and that of any Authorised Driver and allow Us to inspect those licences at any time during the Rental Period;
 - (b) present Your passport if You are not an Australian citizen;
 - (c) fully inspect the Vehicle at the Start of Rental to ensure that 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 Station; and
 - (d) tell Us if You will be using the Vehicle to drive interstate.
- 7.5 During the Rental Period You **must**:
- (a) take all reasonable care of the Vehicle:
 - (i) to prevent Damage, theft of the Vehicle and Third Party Loss;
 - (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 taking steps to protect the Vehicle against inclement weather such as closing the sunroof or convertible roof to prevent the entry of rain or where practicable, by garaging the Vehicle to prevent Damage caused by hail;
 - (b) keep the Vehicle locked and secure when not in use and the keys and any keyless start or remote control device under Your personal control at all times and You must be able to produce those keys and device in the event of a theft of the Vehicle;

- (c) maintain the Vehicle's engine and brake oils, engine coolant and battery levels and tyre pressures; and
- (d) use the correct fuel type.

7.6 During the Rental Period You **must** also:

- (a) comply with all mandatory seat belt laws and fines may be imposed by the police on any driver or passenger who does not have a seat belt properly adjusted and fastened;
- (b) 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 weight and age of the child and that the restraint is properly adjusted and fastened;
- (c) return the Vehicle and any accessories supplied by Us including, but not limited to, child restraints and GPS units in the same condition as at the Start of Rental, subject to reasonable wear and tear;
- (d) adhere to any mileage instructions displayed in the Vehicle or set by the Rental Station; and
- (e) immediately upon request provide Us and any regulatory or enforcement authority Your full, accurate and up-to-date information relating to the use of the Vehicle during the Rental Period.

7.7 You **must never**:

- (a) use the Vehicle 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 cancelled or suspended or subject to any restriction or condition;
- (e) commit:
 - (i) any wilful, deliberate or criminal act, including an act of driver abuse; or
 - (ii) an act of connivance with any person acting for You or on Your behalf, that causes Damage or Third Party Loss; or
- (f) drive the Vehicle dangerously or recklessly;
- (g) use the Vehicle for off-roading, reliability trials, a race, rally or contest, speed testing, driving instruction, to propel or tow another vehicle, or in violation of any legislation, order or regulation affecting the use, loading or condition of the Vehicle;
- (h) use the Vehicle for the transport of passengers, goods or property for hire, fare or reward unless the Vehicle is a Commercial Vehicle and You have Our prior written authority;

- (i) use the Vehicle for any illegal purpose;
- (j) sell, rent or dispose of the Vehicle; or
- (k) register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009.

7.8 You **must not**:

- (a) use a mobile phone:
 - (i) to make or receive a phone call, perform any audio function or as a navigational device, unless the Vehicle is stationary and the body of the phone is secured in a mounting affixed to the Vehicle and its use does not require manual operation of the phone; or
 - (ii) to send a text message, video message, email or similar communication unless the Vehicle is parked;
- (b) leave the keys to the Vehicle, any keyless start or remote door control device in it or with it whilst it is unattended or unoccupied by You or any passenger;
- (c) leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator;
- (d) modify the Vehicle in any way and no roof racks or towbars are permitted unless fitted by Us; or
- (e) use the Vehicle for transporting any animals, unless specifically approved by Us. Additional cleaning charges may apply.

7.9 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 will apply if there is a breach of this condition.

7.10 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 enforce conditions that restrict Your use of the Vehicle and unless We have given Our prior written consent, You **must never** take the Vehicle:

- (a) on any Unsealed Road unless:
 - (i) it is a well maintained road of no more than 500 metres in length, for the sole purpose of accessing accommodation or official camping areas and Your speed is not more than 40 kilometres per hour; or
 - (ii) Unsealed Road Cover has been purchased;
- (b) above the Snow Line unless Snow Cover has been purchased;
- (c) Off Road;
- (d) between mainland Australia and Tasmania in either direction;
- (e) onto any island with the exception of:
 - (i) Kangaroo Island;

- (ii) Stradbroke Island;
 - (iii) Bribie Island;
 - (iv) Phillip Island; or
 - (v) Bruny Island,
- (f) through any river, stream, creek or tidal crossing;
 - (g) through flood waters or on flood prone roads or on any road where the state or condition of the road make the use of the Vehicle unsafe;
 - (h) on any road where the police or any government or statutory authority has issued a warning, caution or which has been closed;
 - (i) onto any road where We have notified You that the use of the Vehicle is prohibited;
 - (j) in Queensland:
 - (i) north of Chillagoe or west of 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; or
 - (vii) on the Savannah Way;
 - (k) on the Tanami Track and the Gunbarrel Highway in Western Australia and the Northern Territory; or
 - (l) on the roads to Jim Jim Falls or Twin Falls in the Northern Territory, even if the Vehicle is a Four Wheel Drive (**4WD**) or Unsealed Road Cover has been purchased.

7.11 You **must never** take the Vehicle:

- (a) in Western Australia:
 - (i) on the Cape Leveque Road;
 - (ii) on the road to Windjana Gorge;
 - (iii) on the Cardabia - Ningaloo Road; or
 - (iv) on the access road from the Great Northern Highway to the Purnululu National Park, commonly known as the Bungle Bungles; or
- (b) in the Northern Territory on the Larapinta and Namitjira Drives, commonly known as the Mereenie Loop,

unless the Vehicle is a **4WD** and You have purchased Unsealed Road Cover.

7.12 You **must never** take the Vehicle on the Gibb River Road in Western Australia unless:

- (a) the Vehicle is a 4WD;
- (b) You have purchased Unsealed Road Cover; and
- (c) You have hired a second spare wheel from Us.

8 Our Responsibilities

8.1 When You make a reservation with Us We will provide a Vehicle that is of acceptable quality and in good working order for the Rental Period.

8.2 If the Vehicle breaks down during the Rental Period because of Our negligence We will recover and repair the Vehicle as soon as possible. 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 an inspection of the Vehicle with You at the end of the Rental Period We will use Our best endeavours to confirm the condition of the Vehicle with You within 4 working hours of the Final Inspection.

8.4 Subject to the Australian Consumer Law, We are only responsible for any direct loss 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, indirect or consequential loss.

9 Roadside Assistance, breakdown, accidents & repair

9.1 Free roadside assistance is provided for inherent mechanical faults in the Vehicle but fees and charges apply for all other faults or driver induced errors. Generally, these fees and charges range from \$45 plus GST to \$600 plus GST and apply to faults and driver induced errors such as:

- (a) a flat battery;
- (b) lost keys, a keyless start or remote control device;
- (c) unlocking the Vehicle when the key, keyless start or remote control device have been locked in it; and
- (d) changing a wheel as the result of a flat tyre.

9.2 Roadside Assistance Cover may be purchased to provide cover for:

- (a) refuelling the Vehicle when You have run out of fuel with up to 6 litres of fuel;
- (b) unlocking the Vehicle when the keys, keyless start or remote control device have been locked in the Vehicle;
- (c) changing a wheel as the result of a flat tyre; and
- (d) starting the Vehicle if the battery is flat because You have left the headlights or interior lights on or the air-conditioning, entertainment system or other electrical equipment operating when the

engine is not running.

9.3 Roadside Assistance Cover does **not** apply and there is no cover:

- (a) for the cost of a replacement key, keyless start or remote control device that has been lost; or
- (b) if there has been a Serious Breach of the Rental Contract.

9.4 If:

- (a) a warning light or fault message appears;
- (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 or Third Party Loss.

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 Serious Breach of the Rental Contract.

10 Accidents and Accident reporting

10.1 You **must** immediately report any Accident or theft of the Vehicle to Us in writing and complete all documentation that We require and forward any third party correspondence or court documents to Us within 7 days of receipt.

10.2 If You have an Accident in which:

- (a) a person is injured;
 - (b) the other party failed to stop or exchange details;
 - (c) the Vehicle or any other vehicle is towed; or
 - (d) a driver appears to be under the influence of intoxicating liquor or drugs,
- a report **must** also be made to the police immediately.

10.3 If the Vehicle is stolen a report **must** be made to the police immediately after the theft is discovered.

10.4 If You have an Accident You **must** also:

- (a) make the Vehicle secure;
- (b) get the names and addresses, email addresses and phone numbers of all persons involved, including witnesses;
- (c) take as many photos as is reasonable showing:
 - (i) the position of all vehicles before they are moved;

- (ii) Damage to the Vehicle;
 - (iii) damage to any Third Party vehicle or property; and
 - (iv) the general area where the Accident occurred, including any road or traffic signs;
- (d) 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;
- (e) not make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability;
- (f) permit and assist Us to bring, defend, enforce or settle any legal proceedings against a third party, including attending at a lawyer's office and/or court; and
- (g) allow Us to claim in Your name under any applicable substitute vehicle insurance, and do everything that may be required to assist Us in making such a claim.
- 10.5 Acting reasonably, We reserve the right not to replace the Vehicle if it is involved in a major Accident or there has been major Damage or You have committed a Serious Breach of the Rental Contract.

11 End of the Rental Contract

- 11.1 At the end of the Rental Period, in addition to Your obligations under clause 3.4, You **must** return the Vehicle to Us:
- (a) to the Rental Station;
 - (b) in the same condition it was in at the Start of Rental, subject to reasonable wear and tear; and
 - (c) at the date and time set in the Rental Agreement.
- 11.2 We allow a grace period of 30 minutes for the return of the Vehicle but if it is returned to Us more than 30 minutes after the time set for its return in the Rental Agreement You will be charged one full day's extra rental.
- 11.3 If the Rental Contract has not been extended by Us and the Vehicle is returned to Us more than 24 hours after the time set for its return in the Rental Agreement:
- (a) the rates shown in the Rental Agreement will not apply and You **must** pay a full day's rental at the standard rate for each subsequent 24 hour period or part thereof until the Vehicle is returned to Us; and
 - (b) there is no Damage Cover so that You are liable for Damage and Third Party Loss and any repossession charges or costs We incur in this default period.
- 11.4 If You return the Vehicle to a rental station other than that shown in the Rental Agreement, or when the Rental Station is closed, or any place other than a Europcar Rental Station:
- (a) a one way fee may apply; and
 - (b) You are liable for and **must** pay:

- (i) for Damage and Third party Loss; and
- (ii) the Rental Charges,

until the Final Inspection has been conducted in accordance with clause 8.3.

11.5 If a bond has been prepaid to Us it is fully refundable to You provided that at the end of the Rental Period:

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

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

12 Termination of the Rental Contract

12.1 We may terminate the Rental Contract and take immediate possession of the Vehicle if You commit:

- (a) a Serious Breach of the Rental Contract; or
- (b) a reckless breach of road or traffic legislation.

12.2 If the Rental Contract is terminated by Us pursuant to clause 12.1:

- (a) You **must** pay for:
 - (i) Damage;
 - (ii) loss of the Vehicle as a result of theft;
 - (iii) Third Party Loss;
 - (iv) storage, repossession and recovery fees;
 - (v) fees for the release of the Vehicle from compounds;
 - (vi) roadside assistance;
 - (vii) administrative and legal costs of recovery; and
 - (viii) the Rental Charges;
- (b) it will not affect Our right to receive any money We are owed under the Rental Contract; and
- (c) 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 consumer rights conferred by the Australian Consumer Law and the Australian Securities and Investments Commission Act 2001 and neither this clause nor any other provision of the Rental Contract excludes, restricts or modifies any implied terms, guarantees or rights You may have under those laws or any other Federal, State or Territory legislation.
- 13.2 The laws of the State or Territory in which the Rental Station is situated and of the Commonwealth of Australia govern the Rental Contract.

14 Code of Practice

Europcar is a signatory to the Australian Finance Industry Association - Rental Division (**AFIA**) Code of Practice.

15 Dispute Resolution

15.1 Internal

- (a) If You believe there has been an error in Your account or if You have any complaint, Our staff at the Rental Station will help You in every way they can to rectify the error or resolve the complaint. 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 (**IDR**) process.
- (b) Upon receipt of Your referral to IDR Our IDR officer will acknowledge receipt of Your referral and will investigate the matter and try to reach a satisfactory outcome.
- (c) We will advise You of the final outcome of Your IDR referral within 45 days of receipt of that referral and We will use Our best endeavours to do so within 21 days thereof.
- (d) Referrals to Our IDR process can be to any of the following:

Post: Customer Relations Manager,
Europcar Australia,
PO Box 1139, Tullamarine, Vic 3043 Australia

Phone: 1300 72 00 55

Email: customerrelations@europcar.com.au

Fax: +61 3 9335 7600.

15.2 External

- (a) Europcar is a signatory to the Australian Finance Industry Association - Rental Division (**AFIA**) Code of Conduct. A copy of the Code may be obtained at www.afia.com.au
- (b) In the event We are unable to resolve a dispute You may access the Australian Car Rental Conciliation Service facilitated by AFIA at:

Web: www.carrentalconciliationau.com

Phone: 1800 366 840

16 Privacy Policy

- 16.1 The Privacy Policy forms part of the Rental Contract.
- 16.2 By entering into the Rental Contract with Us You represent to Us that You have read and understood the Privacy Policy.
- 16.3 You consent to Us collecting, using and disclosing Your Personal Information in accordance with the Privacy Policy.
- 16.4 To maintain and protect the Vehicle We may fit a GPS Tracking Device to the Vehicle to enable Us to monitor the condition, performance and operation of the Vehicle and to track the Vehicle's movements. This information may be used both during and after the Rental Period. When You sign the Rental Agreement You are authorising Us and consenting to the use of the GPS Tracking Device.

17 General

17.1 Greenfleet

If You agree to make an optional contribution towards Europcar Greenfleet, We will pay the full amount of Your contribution towards that initiative and its administration.

17.2 Commercial Services Agreement

- (a) All Europcar commercial accounts and Commercial Services Agreements are subject to the Linkt Commercial Customer Rental Terms and Conditions which apply in substitution of and replace the Linkt Terms and Conditions.
- (b) If Your corporate account or Commercial Services Agreement provides for Customer Own Insurance these Terms and Conditions must be read in conjunction with Your signed Agreement.

17.3 Privilege Loyalty Program

- (a) If You are a Privilege Loyalty Program member these Terms and Conditions must be read in conjunction with the Privilege Loyalty Program Specific Terms.
- (b) As a Privilege Loyalty Program member at the time of rental of a Vehicle from Us You accept these Europcar Terms and Conditions and the Linkt Terms and Conditions, including a binding obligation to pay Linkt a Service Fee of \$3.30 (incl GST) for each calendar day on which You use a toll road in addition to the payment to Linkt of the applicable tolls and any other amount that is payable pursuant to the Linkt Terms and Conditions

17.4 These Terms and Conditions prevail

In the event of any inconsistencies or ambiguity between the terms of Your corporate account, Your Commercial Services Agreement, Your Customer Own Insurance agreement or Your Privilege Loyalty Program these Terms and Conditions will prevail.

18 Definitions

Accident means an unintentional and unforeseen event, mishap or incident that results in Damage to the Vehicle or Third Party Loss.

Administration Fee means the fee charged by Us for the administrative costs associated with Your rental.

Authorised Driver means any driver approved and recorded by Us, either on the Rental Agreement or by prior written agreement.

Claims Administration Fee means the fee charged for handling Your claim and for making arrangements for repairs, towing and other administrative tasks associated with Damage or Third Party Loss. The fee ranges from \$50 plus GST for a single vehicle accident to \$200 plus GST where there is also Third Party Loss.

Commercial Vehicle means a Vehicle that is a van, utility, truck or bus that is constructed and used for the carriage of goods or property or for the transport of more than 12 persons including the driver.

Customer Own Insurance means that You have a Commercial Services Agreement with Us under which Your Rental Contract provides no insurance or Damage Cover for Damage or Third Party Loss arising from the use of the Vehicle.

Damage means:

- (a) any loss or damage to the Vehicle, however caused, that requires repair or replacement, subject to reasonable wear and tear;
- (b) towing and salvage fees;
- (c) assessing fees; and
- (d) Loss of Use,

and for the removal of doubt, damage to the Vehicle's windscreen, lights, wheels or tyres that makes the Vehicle unroadworthy is not fair wear and tear.

Damage Cover Product means a product You may purchase at the Start of Rental at extra cost to reduce Your DLF liability.

Damage Liability Fee (DLF) means the amount shown in the Rental Agreement You **must** pay Us in the event of Damage, theft of the Vehicle or Third Party Loss, subject to these Terms and Conditions. The amount payable includes the Claims Administration Fee and is subject to GST.

Debit Card means Debit MasterCard or Visa Debit Card.

Europcar means CLA Trading Pty Ltd ABN 81 082 220 399 trading as Europcar Australia or where applicable an independent Europcar franchisee or affiliate.

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

Linkt Rental Product has the meaning in the Linkt Terms and Conditions.

Linkt Terms and Conditions means Annexure B to these Terms and Conditions.

Loss of Use means the fee calculated at the daily rate shown in the Rental Agreement being Our loss because the Vehicle 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.

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 unformed roads, fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, rivers, flood waters, sand, deserts, rocks, fields and paddocks.

Overhead Damage means:

- (a) Damage at or above the level of the top of the front windscreen of the Vehicle;
- (b) Damage to any part of the pantech or box section of a Commercial Vehicle; or
- (c) Third Party Loss,

caused by:

- (i) contact between the part of the Vehicle that is at or above the level of the top of the front windscreen with objects overhanging or obstructing its path;
- (ii) use of a Commercial Vehicle so that its height exceeds that permitted by law, by-law, regulation or advisory sign in the area of use;
- (iii) objects being placed on the roof of the Vehicle; or
- (iv) You or any person standing or sitting on the roof of the Vehicle.

Personal Information has the same meaning as in the Privacy Act 1988 (Cth).

Premium Location Surcharge (PLS) means the extra amount payable when a Vehicle is hired from a Rental Station located at an airport or some city or suburban locations. The rate is shown in the Rental Agreement and is subject to GST.

Privacy Policy means Our Privacy Policy available at www.europcar.com.au

Rental Charges means all rental and associated charges plus GST or other taxes and levies required by law all shown in the Rental Agreement.

Rental Station means the branch or rental location from which You hired the Vehicle.

Rental Period means the period shown in the Rental Agreement or as extended by Us.

Serious Breach means a breach of:

- (a) any of clauses 5.2, 7.2, 7.3, 7.5, 7.7, 7.10, 7.11 or 7.12 that causes Damage, theft of the Vehicle or Third Party Loss; or
- (b) clause 10 that prevents Us from properly investigating, making or defending a claim arising from an Accident or theft.

Service Fee means the fee charged by Linkt for each day where the Vehicle incurs a toll on a toll road.

Snow Cover means the additional cover that allows the Vehicle to be driven on sealed roads above the Snow Line.

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.

Start of Rental means the date and time that the rental commences at the Rental Station shown in the Rental Agreement.

Third Party Loss means any loss or damage to third party property, including other motor vehicles, and any third party claim for loss of income or consequential loss.

Underbody Damage means any damage to the Vehicle including the drive train, chassis, steering, suspension, brakes, exhaust, floor pan and fuel systems that is caused by or directly results from contact between the underside of the Vehicle and any part of the road way or any object or obstruction including kerbs, gutters, speed or road humps, barriers or wheel stops.

Unsealed Road means a road, other than a road undergoing temporary roadworks, that has been formed and constructed but is not sealed with a hard material such as tar, bitumen or concrete.

Unsealed Road Cover means the additional cover that allows some classes of Vehicle to be used on an Unsealed Road provided that the road is gazetted, 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 and includes its parts, components, accessories, keys, keyless start or remote control device, audio equipment, GPS Tracking Device and tools or any vehicle substituted by Us pursuant to the Rental Contract.

Vehicle Registration Recovery Fee (VRRF) means the daily amount payable to Us to recover Our costs of registering and licensing the Vehicle as a rental Vehicle.

We, Us, Our means Europcar or one of its franchisees or affiliates as shown in the Rental Agreement.

You, Your means the person, firm, company or organisation renting the Vehicle or any Authorised Driver shown in the Rental Agreement.

Your Europcar Account means Your credit card, Europcar charge account or Debit Card nominated at the Start of Rental for the debiting of charges under the Rental Contract.

Linkt Terms and Conditions

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

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 Europcar on Toll Roads as agreed under the Rental Contract, unless You have chosen to use or set up your own valid alternate tolling arrangement before You travel on a Toll Road.

3 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.

4 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.

5 Tolls and Fees payable

- (a) This clause 5 applies only to Consumer Customers.
- (b) You must pay the following to Linkt:
 - (i) all Tolls incurred in accordance with clause 6.1;
 - (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 or to Europcar 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.

Linkt will not be required to refund to You any reasonable additional fees or charges described in clause 6.1 and this clause 5(c) that are charged to You by a Credit Reporting Agency or Europcar.

6 Payment

6.1 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) 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.

6.2 Payment by Nominated Card

- (a) This clause 6.2 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 Europcar 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.

6.3 Recovery of payments

- (a) This clause 6.3 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 6.2; and
 - (ii) 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 Europcar 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 6.3(c), Your liability to pay these overdue Tolls and Fees will be transferred to Europcar and Europcar (or a third party acting on Europcar's behalf) may contact You directly to obtain payment of these overdue Tolls and Fees.

7 Errors in charging Tolls and Fees

- (a) This clause 7 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.

8 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 <https://manage.linkt.com.au/retailweb/login>

9 What to do if a Vehicle or its number plates are stolen

- (a) You must immediately inform Europcar 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 9(b)(i) or 9(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 (including the police event number) confirming that the Vehicle or number plate(s) were recorded as being stolen at the time of the relevant Trip.

10 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.

11 Liability

To the maximum extent permitted by law, Linkt is not liable (whether in agreement, 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 the use of any Toll Road or anything else in connection with these Linkt Terms and Conditions.

12 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 Europcar 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 www.linkt.com.au/legal/policies/transurban-privacy-policy) or the Linkt Privacy and Credit Reporting Disclosures and Consents 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 Europcar 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) Europcar, 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 Europcar where the Commercial Customer is in payment default.
- (d) Linkt's Credit Reporting Policy can be found at www.linkt.com.au/legal/policies/transurban-credit-reporting-policy 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 any information that is required by law (including by legislation or court order, and including to Europcar).
- (f) 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.

13 Complaints, questions and disputes

- (a) 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.
- (b) 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.

- (c) If You are not satisfied with the response, You may take Your complaint to the Tolling Customer Ombudsman.
- (d) Unless You tell Linkt that You disagree with your Account Balance within 60 days of receipt of any invoice, You will not be entitled to dispute the Account Balance recorded on the invoice. Where You dispute Your Account Balance, until that dispute is resolved You must continue to comply with these Linkt Terms and Conditions as if the Account Balance recorded on the invoice was correct.
- (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 Termination

- (a) Linkt may suspend processing Trips by any or all Vehicles on the Linkt Rental Account if:
 - (i) Linkt is advised by Europcar to suspend or close the Linkt Rental Account;
 - (ii) You become bankrupt or appear likely to become bankrupt;
 - (iii) 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:
 - (A) 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;
 - (B) its shareholders pass a resolution for winding up;
 - (C) 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
 - (D) it enters into an arrangement, composition or compromise with any creditors;
 - (iv) Linkt considers that a material adverse change has occurred in Your credit rating;
 - (v) Linkt is required to do so by law; or
 - (vi) for any other reason (including breach of these Linkt Terms and Conditions by You) where Linkt reasonably considers suspension or cancellation of the processing of any or all Trips on the Linkt Rental Account is necessary.
- (b) Linkt may also suspend or cancel the Linkt Rental Account if:
 - (i) Linkt reasonably believes that the Linkt Rental Account or any payment card linked to the Linkt Rental Account or use of your Linkt Rental Account:

- (A) is using Linkt's systems to determine the validity of a credit card;
 - (B) poses a risk to Linkt or any third party, including the integrity, security or reliability of Linkt or its systems;
 - (C) was obtained fraudulently or using false details; or
 - (D) is being, or may be being, used for fraudulent, illegal, dishonest or malicious purposes; or
- (ii) You do not cooperate with any investigation in relation to Your Linkt Rental Account regarding suspected fraudulent, illegal, dishonest or malicious behaviour, or if You refuse to provide any information reasonably requested by Linkt in response to a request made by Linkt in connection with any suspected fraudulent, illegal, dishonest or malicious behaviour.
- (c) For the purposes of these Linkt Terms and Conditions, fraudulent, illegal, dishonest or malicious behaviour means dishonest activity, which may cause financial loss to any persons or entity including theft of money or other property whether or not deception is used at the time.

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 transferred to Europcar in accordance with clause 6.3(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 Europcar (or as updated by You under clause 4); 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 Europcar (or as updated by You under clause 4).
- (b) Notices to Linkt may be sent by email to Linkt's email address, using the contact details available on Linkt's website at www.linkt.com.au/sydney/contact-us.

- (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. The only enforceable obligations and liabilities of You and Linkt about the subject matter are those arising out of the provisions of these Linkt Terms and Conditions or at law.
- (b) These Linkt Terms and Conditions replace all previous representations, communications and agreements on the subject matter. To the maximum extent permitted by law, the provisions of the Competition and Consumer Act 2010 (Cth) and the Fair Trading Act 1987 (NSW) are excluded. Linkt's liability for a breach of any term or warranty under the Competition and Consumer Act 2010 (Cth) and the Fair Trading Act 1987 (NSW) which by law cannot be excluded from these Linkt Terms and Conditions is limited to the maximum extent the law allows.
- (c) If any part of these Linkt Terms and Conditions is illegal or unenforceable it will not apply.
- (d) 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.
- (e) You will not earn interest on any credit Account Balance or amount You pay to Linkt under these Linkt Terms and Conditions.
- (f) 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.
- (g) 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 of Linkt created under these Linkt Terms and Conditions may only be waived in writing signed by Linkt.
- (h) You represent and warrant to Linkt that you have the power, authority and capacity to enter into these Linkt Terms and Conditions.
- (i) You must pay Linkt an amount equal to any costs (including reasonable legal costs) incurred by Linkt in recovering a debt under these Linkt Terms and Conditions from You.
- (j) 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 and C), 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 Europcar to drive a Vehicle either on the Rental Contract or by prior written agreement.

Authorised Information Recipient means Linkt, Europcar 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 meanings 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.

Europcar means:

- (a) CLA Trading Pty Ltd ACN 082 220 399;

- (b) any Related Body Corporate of CLA Trading Pty Ltd ACN 082 220 399; or
- (c) any franchisee or licensee of any of the entities mentioned in paragraphs (a) to (b) of this definition,

as applicable, being the entity with whom You have entered into the Rental Contract with.

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).

Head, Transport for Victoria means the body corporate of this name established under section 64A of the Transport Integration Act 2010 (Vic).

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 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 Europcar' 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.

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.

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 Europcar 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, Head, Transport for Victoria and the Department of Transport and Main Roads (as applicable).

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 Europcar 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.

Part B: Privacy and Credit Reporting Disclosure and Consent

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 Europcar. Linkt may collect this information from You or from Europcar. 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	<p>Linkt may disclose the information that it collects about You to a State Roads Authority, Intended Recipients, Authorised Information Recipients, Clearing Houses and Linkt's Associated Contractors.</p> <p>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.</p>

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 our 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: www.linkt.com.au/legal/policies/transurban-privacy-policy); and
- in relation to Credit-Related Information, in Linkt's credit reporting policy (available at: www.linkt.com.au/legal/policies/transurban-credit-reporting-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.

Consents

- 1 In exchange for Linkt providing the Linkt Rental Product, and by accepting and agreeing to be bound by these Linkt Terms and Conditions, You consent to and authorise:
 - (a) the collection, use, holding and disclosure of Personal Information and Credit-Related Information about You by Linkt in accordance with Linkt's combined privacy and credit reporting collection statement set out above and in accordance with any applicable law;
 - (b) collection of Linkt Commercial Rental Product Information or Linkt Consumer Rental Product Information (as applicable) by any Authorised Information Recipient from any person (including from Europcar and from video and/or camera surveillance of Toll Roads conducted by Linkt or third parties for traffic management or toll violation enforcement purposes);
 - (c) use and disclosure of Linkt Commercial Rental Product Information or Linkt Consumer Rental Product Information (as applicable) by and to Authorised Information Recipients for the Permitted Purposes; and
 - (d) disclosure of Linkt Commercial Rental Product Information or Linkt Consumer Rental Product Information (as applicable) in online accounts accessible to any person with access to Your username and password.

Promises made

- 2 In accepting these Linkt Terms and Conditions, You promise that:
 - (a) prior to disclosing any information to Linkt or Europcar about You, he or she has obtained Your consent to the matters in clause 1 above; and
 - (b) all information provided to Linkt about You is or will be accurate, complete and up-to-date, and will not be false or misleading.

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	(a) Telephone: 13 33 31 (b) Email: customersyd@linkt.com.au
Linkt Customer Resolutions Team	(a) Telephone: 1300 381 570 (b) Email: resolve@transurban.com
Tolling Customer Ombudsman	(a) Telephone: 1800 145 009 (b) Email: admin@tollingombudsman.com.au

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Europcar

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