

N.E.A.L Car Hire Terms and Conditions

N.E.A.L Car Hire Terms and Conditions apply to all of Our rentals in Australia.

Please carefully read these Terms and Conditions before You hire N.E.A.L Car Hire Products.

All Authorised Drivers need to know about Your responsibilities to N.E.A.L Car Hire.

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

1 Your Rental Agreement

- 1.1 This contract You have entered into with N.E.A.L Car Hire comprises of:
- (a) the N.E.A.L Car Hire quotation for the hire of the Hire Vehicle as accepted by You when You book with Us (**Rental Schedule**); and
 - (b) terms and conditions (**Terms and Conditions**)
- (together the **Rental Agreement**).
- 1.2 When We refer to the Rental Agreement, We mean both the Rental Schedule and the Terms and Conditions.
- 1.3 The date of the Rental Agreement is the date that is shown in the Rental Schedule.
- 1.4 Please read the Rental Agreement carefully. If there is anything that You do not understand please contact N.E.A.L Car Hire before consenting to the Terms and Conditions. By ticking the box “*I accept these terms and conditions*” within the Rental Schedule, You acknowledge that You have read and understood the Rental Agreement in its entirety and that You are bound by it.
- 1.5 In these Terms and Conditions, capitalised words have a special meaning, as set out in this section.

Authorised Driver means any driver approved and recorded by Us, either on the Rental Schedule or by prior written agreement with Us and which satisfies the conditions in clause 5.3.

Bond means the amount (if any) provided for the in the Rental Schedule which You must pay Us in the event of Damage, theft of the Hire Vehicle or

Third Party Loss, however if We need to handle Your claim We will also charge an additional administration fee as described in the Price Schedule.

Cleaning Fee means the fee charged by Us to You for us to clean the Hire Vehicle in accordance with these Terms and Conditions and as described in the Price Schedule.

Damage means:

- (a) any loss or damage to any Hire Vehicle while they are in Your possession or control;
- (b) any loss, damage, expense, cost or liability incurred by N.E.A.L Car Hire in relation to any breach of the Rental Agreement by You; and
- (c) any Loss of Use,

but excludes reasonable fair, wear and tear.

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.

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

Hire Balance means the Rental Charges minus the Deposit (if any) payable for the Hire Vehicle.

Hire Vehicle means the vehicle specified in the Rental Schedule and includes all tools, components, keys, keyless start devices, log books, remote control devices, audio equipment, manufacturer's standard tools and accessories, and nonstandard items, tools or equipment, flags, cargo nets and cargo net strap, supplied with, or fitted to the Vehicle.

Incident means an event during the Rental Period which is an accident, claim or other incident involving Damage to the Hire Vehicle or property of any other person in connection with the Hire Vehicle or Third Party Loss or injury in connection with the Hire Vehicle.

Inherent Mechanical Fault means a breakdown, malfunction or failure of the Vehicle's engine or any other mechanical part of the Vehicle not caused, or contributed to, by You or any Authorised Driver.

Late Return Fee means a single charge payable by You, if You do not return the Vehicle on the date and by the time shown on the Rental Schedule and We have not agreed to an extension as provided in clause 2.6 and as otherwise described in the Price Schedule.

Loss of Use means any loss, damage, expense, cost or liability incurred by N.E.A.L Car Hire on account of it being unable to use the Hire Vehicle outside of the Rental Period due to:

- (a) any breach of this Rental Agreement by You;
- (b) theft of the Vehicle while they were in Your possession or control immediately prior to the theft; or
- (c) the Vehicle being repaired or replaced on account of an event for which You are liable under clause 4.

N.E.A.L Car Hire means North East Arnhem Land Aboriginal Corporation ICN 9268 trading as Gove Rentals & Mechanicals ABN 37 690 427 467.

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 (below the high tide mark), streams, dams, rivers, flood waters, sand, deserts, rocks, fields and paddocks.

Overhead Damage means:

- (a) damage to the Vehicle 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 Vehicle; or
- (c) Third Party Loss,
caused by:
 - (d) contact between the part of the Vehicle at or above the level of the top of the front windscreen with objects overhanging or obstructing the Vehicle path;
 - (e) use of a Vehicle so that its height exceeds the maximum height of the Vehicle permitted by law, by-law, regulation or advisory sign in the area of use;
 - (f) objects being placed on the roof of the Vehicle; or
 - (g) any person standing or sitting on the roof of the Vehicle.

Price Schedule means those fees charged by Us from time to time as provided in these Terms and Conditions and as described in the Price Schedule located at Schedule 1.

Privacy Policy means Our Privacy Policy, as updated from time to time, located at Schedule 2.

Public Holiday means a gazetted public holiday in the jurisdiction of where the Hire Vehicle is collected or returned (as applicable).

Recovery Costs means:

- (a) any enforcement expenses in recovering the Hire Vehicle;
- (b) any retrieval, towing and storage costs actually and reasonably incurred by N.E.A.L Car Hire to recover the Hire Vehicle; and
- (c) any fees, administrative or otherwise, actually and reasonably incurred by N.E.A.L Car Hire which is charged to N.E.A.L Car Hire for the cost of making arrangements for retrieval, towing and repairs, and other administrative activities.

Re-fuelling Fee means the fee charged to You for Us to refuel the Vehicle in accordance with clause 1.2 and as otherwise described in the Price Schedule.

Rental Agreement comprises the document titled 'Rental Schedule' and these Terms and Conditions.

Rental Charges means all rental and associated charges calculated at the daily hire rate (including all ancillary fees and charges) as shown in the Rental Schedule and includes the Deposit and the Hire Balance

Rental Return Location means the location You are required to return the Hire Vehicle to as specified in the Rental Schedule.

Rental Period means the period shown in the Rental Schedule or as extended by Us to end on the date that You return the Hire Vehicle to Us.

Start of Rental means the date and time that the rental commences as shown in the Rental Schedule.

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 Hire Vehicle below the level from the top of the front or rear bumper (whichever is the higher) and whether or not any other parts of the Vehicle are damaged at the same time including the underside of the Vehicle, drive train, chassis, steering, suspension, brakes, exhaust, floor pan, floorboard, foot well and fuel systems that is caused by or directly results from:

- (a) the Vehicle's contact with any part of the road way or any track;
- (b) immersion, submersion or wading in water, contact with salt water, being in contact with, or driven on, salt lakes or salt flats, floods or flooding or beach driving; or

- (c) the Vehicle's contact with any object or obstruction including (without limitation) kerbs, gutters, speed or road bumps, barriers, wheel stops, rocks, ruts, debris, river beds, sand or ridges.

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

We, Us, Our means N.E.A.L Car Hire as shown in the Rental Schedule.

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

Your N.E.A.L Car Hire Account means Your credit card or debit card nominated at the Start of Rental for the debiting of charges and fees under the Rental Agreement.

2 **Rental Period**

- 2.1 Your rental of the Vehicle from Us is for the Rental Period and at the rate and charges shown in the Rental Schedule.
- 2.2 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 the Rental Period. [
- 2.3 The Hire Vehicle must be returned to the Rental Location on the date and by the time as specified in the Rental Schedule. Any Hire Vehicle collected or returned outside of these hours may incur a Late Return Fee.
- 2.4 Rental days are calculated on a calendar day basis. When calculating the number of days the Hire Vehicle are rented, the day of pick up is counted as day one of the Rental Period, regardless of pick up time. The day of the return of the Hire Vehicle is counted as the final day of the Rental Period regardless of the return time. The Hire Vehicle must be returned by the time specified in the Rental Schedule on the final day of hire if the return day is a weekday, or by the time specified in the Rental Schedule if the return day is a Saturday, Sunday or a Public Holiday.
- 2.5 We understand that circumstances change and that You may require the Hire Vehicle for longer than the Rental Period. If so, You must notify Us at least 24 hours prior to the expiration of the Rental Period.
- 2.6 If We have agreed to an extension of the Rental Period We will charge Your N.E.A.L Car Hire Account and We will send an updated version of the Rental Schedule.
- 2.7 If You return the Hire Vehicle at a later time and date than shown in the Rental Schedule and We have not agreed to an extension under clause 2.6 or you have failed to notify Us as described in clause 2.5, in addition to Our rights under subclause 2.8 (which We may choose to exercise at Our sole discretion), the rates shown on the Rental Schedule will continue to apply and We will charge a Late Return Fee.

- 2.8 If You fail to notify Us at least 24 hours before the expiration of the Rental Period that You require an extension to the Rental Period and You fail to bring the Hire Vehicle to the Rental Return Location by the final day of hire, We may, in addition to charging a Late Return Fee as provided under clause 2.7, acting reasonably:
- (a) terminate the Rental Agreement; and
 - (b) recover the Hire Vehicle by lawful means and charge You the Recovery Costs.
- 2.9 Late pick up or early return of the Hire Vehicle does not entitle You to any refund of the unused portion of the Rental Period.

3 Costs, charges & payment

- 3.1 You authorise N.E.A.L Car Hire to debit Your N.E.A.L Car Hire Account:
- (a) all Rental Charges for the Rental Period;
 - (b) the Bond;
 - (c) the replacement costs as reasonably incurred by N.E.A.L Car Hire for lost or stolen accessories or keys;
 - (d) any other amount which You reasonably owe N.E.A.L Car Hire under the Rental Agreement or as a result of a breach by You of the Rental Agreement including but not limited to damages,

whereby such charge may be debited after the expiry of the Rental Period.

- 3.2 N.E.A.L Car Hire will provide You information containing details about any amount payable under this clause 3, including a justification with respect to the amounts charged and how these amounts have been calculated.
- 3.3 If a Deposit is required in the Rental Schedule, You must pay Us the Deposit within 7 days of the booking being made or if otherwise agreed by Us, prior to use of the Hire Vehicle by You Otherwise if no Deposit is specified We will place a hold for the Hire Balance, or credit the Hire Balance, on Your N.E.A.L Car Hire Account
- 3.4 Unless otherwise agreed, You must pay Us the Hire Balance prior to the commencement of the Rental Period or We will place a hold on Your N.E.A.L Car Hire Account for the Hire Balance.
- 3.5 We may retain or have a hold on the Bond for a period of either 21 days after the conclusion of the Rental Period, or such other period as is reasonably required by Us to determine Your liability to Us under the terms of the Rental Agreement and to attend to payment of that liability from the Bond, or such other time that it takes for Your N.E.A.L Car Hire Account to return the Bond (or part of) to You.

- 3.6 Notwithstanding clause 3.5, N.E.A.L Car Hire will use reasonable endeavours to refund or release the hold on the Bond to You as soon as reasonably possible once We have determined Your liability to Us (if any).
- 3.7 Should a Bond be satisfied by way of credit card, We accept no liability for variances in exchange rates, interest or fees charged by Your financial institution.
- 3.8 The Bond cannot be paid with either a Debit Card or Pre-paid Credit Card.
- 3.9 All amounts referred to in the Rental Schedule are:
- (a) in Australian dollars; and
 - (b) unless stated otherwise, inclusive of any GST.
- 3.10 All amounts required to be paid by You under this Rental Agreement:
- (a) must be paid in Australian dollars; and
 - (b) will be taken to have been paid upon receipt of a notification from the credit card issuer that a charge to Your credit card for the required amount has been approved.
- 3.11 You acknowledge that advertised rates are subject to change. All Rental Charges applicable to Your hire will be calculated as at the time of booking regardless of any subsequent change to advertised rates.
- 3.12 Any refunds due to You under the Rental Schedule will be refunded to You in Australian dollars.
- 3.13 Where We are required to refund amounts previously paid by You in a currency other than Australian dollars, there may be a difference between the amount initially paid by You and the amount repaid by Us due to exchange rate fluctuations and bank fees. We accept no liability for any such difference, and You accept all exchange rate fluctuation risks and liabilities for bank fees.
- 3.14 All amounts payable under the Rental Agreement are subject to subsequent verification and lawful adjustment and details of any lawful adjustments will be provided to You as soon as practicable. If a refund is due to You it will be credited to Your N.E.A.L Car Hire Account. If any amount is due to Us You authorise Us to charge Your N.E.A.L Car Hire Account with that amount. These charges may be made at any time during or after the end of the Rental Period.

4 Bond, Cover and Waivers

- 4.1 If particularised in the Rental Schedule, You agree to pay the Bond for the Hire Vehicle.

- 4.2 Subject to clause 4.3, if there is Damage or Third Party Loss to the Hire Vehicle, or the Hire Vehicle have been stolen, We may retain the Bond even where You have third party travel or rental vehicle insurance.
- 4.3 Subject to any other provision in these Terms and Conditions, You will not have to pay for an Incident if, acting reasonably, We agree that You were not at fault and:
- (a) You or an Authorised Driver was in control of the Vehicle at the time of the Incident;
 - (b) You have elected to take out insurance;
 - (c) You have fully completed an 'Incident Report Form' with:
 - (i) in respect of any third party:
 - (A) the name, residential address, contact phone and licence number of any person involved; and
 - (B) the registration numbers of all vehicles involved;
 - (ii) an accurate written and diagrammatic description of the Incident and location;
 - (iii) the names of attending police officers and the stations at which they are based;
 - (iv) any other information We may reasonable require; 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 Bond is payable under this clause 4, but there is no Third Party Loss:
- (a) upon return of the Hire Vehicle to Us, We may make an estimate of Damage and charge Your N.E.A.L Car Hire Account the estimated amount up to but not exceeding the Bond; and
 - (b) once Damage has been assessed We will:
 - (i) debit Your N.E.A.L Car Hire Account with the difference up to a total amount not exceeding the Bond; or
 - (ii) credit Your N.E.A.L Car Hire Account with the difference and forward to You a tax invoice for the assessed amount.
- 4.5 There is no cover for Damage to the Vehicle's windscreen, wheels or tyres.

- 4.6 You are liable for and must pay:
- (a) speeding and traffic fines, toll-way charges, 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), whether You were driving the Vehicle or not.
- 4.7 We may supply Your details to any regulatory authority upon its request and an administrative fee applies if We do. If We have paid any amount for which You are liable pursuant to clauses 4.6. You will also be charged that amount together with an administrative fee.
- 4.8 There is no cover, and We are not liable to You, for personal property owned by You or any passenger.
- 4.9 You must always pay and there is **no** cover for:
- (a) Damage or Third Party Loss that occurs whilst a Vehicle is being driven in reverse;
 - (b) Overhead Damage;
 - (c) Damage or Third Party Loss caused deliberately or recklessly by You, any unauthorised driver or any passenger of the Vehicle;
 - (d) Underbody Damage and any Damage linked to that Underbody Damage caused by contact between the underside of the Vehicle and any part of the road way or any object or obstruction including but not limited to kerbs, gutters, speed or road humps, barriers or wheel stops;
 - (e) 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;
 - (f) Damage or Third Party Loss caused or contributed to by You or any driver where You or the driver leaves the scene of the Incident prior to the attendance of the police or reporting the Incident to the police;
 - (g) 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;
 - (h) Damage caused by use of the incorrect fuel type;
 - (i) Damage or Third Party Loss if the Vehicle is taken into any area prohibited by the Rental Agreement including Off Road locations;

- (j) personal 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 N.E.A.L Car Hire;
- (k) 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 Hire Vehicle;
- (l) damage to the interior of the Hire Vehicle; and
- (m) damage to the Hire Vehicle caused by loading or unloading anything into a Vehicle.

4.10 You acknowledge that We may check for any damage pursuant to clause 7.

4.11 If You breach the Rental Agreement there is no cover and You are liable for:

- (a) Damage;
- (b) subject to 5.61.1(d), loss of the Vehicle as a result of theft;
- (c) Third Party Loss; and
- (d) Recovery Costs.

5 Your responsibilities

5.1 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 Agreement.

5.2 The Vehicle must only be driven by an Authorised Driver.

5.3 An Authorised Driver must:

- (a) be no less than 21 years of age
- (b) hold a full, current, unrestricted driving licence for the Rental Period valid for the Vehicle and which is written in English or an international licence translated into English; and
- (c) allow Us to inspect the Authorised Driver's licence prior to the rental date and anytime during the Rental Period.

5.4 You are responsible for the acts and omissions of each Authorised Driver and any other person You or any other Authorised Driver allows to drive the Vehicle and neither You nor any unauthorised driver will have the benefit of excess reduction (if accepted or included in Your Rental Charges) if You or any other Authorised Driver allows an unauthorised driver to drive the Vehicle and that unauthorised driver causes loss of, or Damage to the Hire Vehicle or Third Party Loss.

- 5.5 You must fully inspect the Vehicle at the Start of Rental to ensure that any pre-existing damage is accurately noted and shown in the Rental Schedule. If there is any discrepancy You must notify Us prior to leaving with the Hire Vehicle.
- 5.6 During the Rental Period You or an Authorised Driver must:
- (a) take extreme care whilst driving on low inflated tyres and at a significantly reduced speed;
 - (b) when travelling outside built up areas You are not permitted to drive between sunset and dawn or during any period of reduced visibility, including but not limited to fog, dust storms and heavy rain;
 - (c) take all reasonable care of the Vehicle:
 - (i) to prevent Damage or 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 protecting the Vehicle against inclement weather;
 - (d) keep the Vehicle locked and with windows up if left unattended 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;
 - (e) maintain the Vehicle's engine and brake oils, engine coolant levels and tyre pressures;
 - (f) use the correct fuel type;
 - (g) 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;
 - (h) 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;
 - (i) 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 Period;
 - (j) not use the Vehicle for the conveyance or towing of any load unless:

- (i) the load is correctly loaded and secured and not in excess of that for which the Vehicle was manufactured; and
- (ii) the Vehicle is fitted with a tow bar, any towing has been previously approved in writing by N.E.A.L Car Hire and the conveyance or towing is undertaken in accordance with the manufacturer's specifications and N.E.A.L Car Hire's recommendations;
- (k) adhere to any mileage instructions displayed in the Vehicle or set by the N.E.A.L Car Hire; and
- (l) immediately upon request provide Us and any regulatory authority Your full, accurate and up-to-date information relating to the use of the Vehicle during the Rental Period.

5.7 You or an Authorised Driver 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 subject to any restriction or condition;
- (e) drive the Vehicle at a speed in excess of the relevant State or Territory speed limit or 110 kilometres per hour, regardless if the State or Territory speed limit is higher;
- (f) above a maximum speed of 80 kilometres per hour on any gravel, dirt or other unsealed road
- (g) drive the Vehicle at a speed in excess of 100 kilometres per hour when towing, regardless if the State or Territory speed limit is higher,
- (h) 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;
- (i) drive the Vehicle dangerously or recklessly;

- (j) 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;
 - (k) 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;
 - (l) leave the Vehicle unattended following an Incident and before the arrival of a tow or salvage operator;
 - (m) modify the Vehicle in any way and no roof racks or towbars are permitted unless fitted by Us;
 - (n) use the Vehicle for the carriage of passengers or property for hire, fare or reward unless You have Our prior written authority;
 - (o) use the Vehicle for off-roading, reliability trials, contest, speed testing, driving instruction, to propel or tow another vehicle, in violation of any legislation, order or regulation affecting the use, loading or condition of the Vehicle, or for any illegal purpose;
 - (p) use the Vehicle for transporting any animals, unless specifically approved by Us. Additional cleaning charges may apply and will be shown in the Rental Schedule;
 - (q) sell, rent or dispose of the Vehicle; or
 - (r) register or claim to be entitled to register any interest in the Vehicle under the *Personal Property Securities Act 2009* (Cth).
- 5.8 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.
- 5.9 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.
- 5.10 Unless We have given Our prior written consent, You must never take the Vehicle:
- (a) outside of a 200km radius of Nhulunbuy;
 - (b) through any river, stream, creek or tidal crossing over .5m in depth
 - (c) 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;

- (d) on any road where the police or any government or statutory authority has issued a warning, caution or which has been closed;
- (e) onto any road where We have notified You that the use of the Vehicle is prohibited; or
- (f) on any unformed track.

5.11 Only Vehicles which are four-wheel drive (4WD) are permitted:

- (a) on gravel roads; and
- (b) to conduct driving on beaches which must always be conducted at the high-tide mark.

In addition to the restrictions contained in clause 5.10 We may need to further restrict where You may take the Hire Vehicle due to adverse road or weather conditions, and the distance to nominated destinations given the length of the Rental Period. We will contact You to notify You of any additional restrictions that We may deem necessary pursuant to this clause 0 and You agree to comply with those additional restrictions.

6 Our responsibilities

- 6.1 When You make a reservation with Us, We will provide a Hire Vehicle that is of acceptable quality and in good working order for the Rental Period.
- 6.2 We will provide the Hire Vehicle to You in a clean and tidy condition, in good working order and, in the case of the Vehicle, with a full fuel tank.
- 6.3 If the Vehicle is subject to an Inherent Mechanical Fault 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 and if We are not able to provide a replacement Vehicle as per above, refund You the Rental Charges.
- 6.4 If there is an Inherent Mechanical Fault We are not responsible for missed flights, disrupted travel or holiday plans, loss of enjoyment or opportunity, direct, indirect or consequential loss.

7 Monitoring

- 7.1 You acknowledge that the Vehicle may be fitted with a tracking and/or recording devices for Your safety and fleet management purposes and You explicitly consent to Your driving being monitored and/or recorded. All information collected in this way will be in accordance with Our Privacy Policy which can be viewed on Our website or at Schedule 2.
- 7.2 Data logged or collected by the tracking and/or recording devices may be used by Us as evidence of any breaches by You of this Rental Agreement.

8 Breakdown, accident & repair

- 8.1 Inherent Mechanical Faults in the Vehicle receive free roadside assistance.
- 8.2 Fees and charges apply for all other faults or driver-induced errors, including but not limited to:
- (a) incorrect refuelling;
 - (b) a flat battery;
 - (c) lost keys, a keyless start or remote control device;
 - (d) keys locked in the Vehicle;
 - (e) tyre changing;
 - (f) the Vehicle being impounded or taken by another party;
 - (g) the Vehicle becoming bogged, submerged, immersed, caught, trapped, stuck, stranded or restricted in any way; or
 - (h) being abandoned.
- 8.3 Fees and charges apply for damage caused by any retrieval or recovery of the Vehicle including, without limitation, as a result of the Vehicle becoming bogged, submerged, immersed, caught, trapped, stuck, stranded or restricted in any way, and damage caused by;
- (a) submersion or immersion;
 - (b) contact with salt water;
 - (c) being in contact with, or driven on, salt lakes or salt flats;
 - (d) floods or flooding;
 - (e) beach driving;
 - (f) any act or incident, however occurring, that causes Overhead Damage or Underbody Damage
- 8.4 Should the Hire Vehicle require recovery or retrieval You must inform Us immediately via the contact details in the Rental Schedule and We will arrange for the recovery or retrieval. We have the absolute authority to determine the destination for the Hire Vehicle recovery and retrieval.
- 8.5 We reserve the right not to replace the Vehicle if it is involved in a major Incident or there has been major Damage or You have breached the Rental Agreement.

7.5 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 Rental Schedule 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.

- 8.6 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 Agreement.
- 8.7 You must immediately report any Incident 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.
- 8.8 If You have an Incident 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.
- 8.9 If any of the Hire Vehicle are stolen a report must be made to the police immediately the theft is discovered.
- 8.10 If You have an Incident You must also:
 - (a) make the Vehicle secure;
 - (b) get the names and addresses of all persons involved, including witnesses;
 - (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) not make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability;

- (e) 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
 - (f) 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.
- 8.11 Prior to Us making any claim under an applicable policy of insurance in relation to a liability referred to in this clause 8 above, You must:
- (a) subject to clause 4, pay the applicable excess in relation to that claim; and
 - (b) provide all reasonable assistance to Us in making any claim including providing all relevant information to Us or Our insurer.
- 8.12 After a claim is made, You must continue to provide all reasonable assistance to Us and Our insurer, including attending any court or tribunal to give evidence or providing relevant documents if requested to do so. the costs of retrieving or recovering the Vehicle which may include, but is not limited to, where the Vehicle has:
- (a) been impounded or taken by another party;
 - (b) become bogged, submerged, immersed, caught, trapped, stuck, stranded or restricted in any way; or
 - (c) been abandoned;
- 9 End of Rental Agreement**
- 9.1 At the end of the Rental Period You must return the Hire Vehicle to Us:
- (a) in the same condition it was in at the Start of Rental subject to fair, wear and tear; and
 - (b) at the date, location and by the time specified in the Rental Schedule.
- 9.2 The Hire Vehicle must be returned to Us:
- (c) in a clean and tidy condition, in good working order, subject to fair, tear and wear; and
 - (d) in the case of the Vehicle, with a full fuel tank.
- 1.2 If You do not return the Vehicle to Us with a full fuel tank You will be charged a Re-fuelling Fee.
- 1.3 If We consider that, acting reasonably, the Hire Vehicle have not been returned in a clean and tidy condition, We may charge You a Cleaning Fee. Examples

of where this fee may be charged include where the Vehicle or the Camping Accessories are:

- (a) affected by odours, including on account of smoking or animals; or
 - (b) contaminated with dust, dirt, sand or other pollutants.
- 9.3 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 Schedule You will be charged a Late Return Fee.
- 9.4 If You return the Vehicle to a N.E.A.L Car Hire location, or any other location, other than that shown in the Rental Schedule:
- (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 which We will endeavour to undertake within a reasonable time of return; and
 - (c) the Rental Charges will continue and You will be responsible for any Damage or Third Party Loss until that Final Inspection.
- 9.5 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 Agreement have been paid;
 - (b) the Vehicle has been returned at the date and time set in the Rental Schedule;
 - (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) the Rental Agreement has not been breached.
- 9.6 We reserve the right to retain all or part of a Bond if there is a breach of any of these conditions.
- 9.7 If We terminate the Rental Agreement it will not affect Our right to receive any money We are owed under the Rental Agreement. We can also claim reasonable costs from You if You do not meet any of the requirements of the Rental Agreement.
- 10 **Breach of Rental Agreement**
- 10.1 We may terminate the Rental Agreement and take immediate possession of the Vehicle if:

- (a) You breach the Rental Agreement; or
- (b) a reckless breach of road or traffic legislation has taken place.

10.2 If the Rental Agreement is terminated by Us You **must** pay for:

- (a) Damage;
- (b) loss of the Vehicle as a result of theft;
- (c) Third Party Loss;
- (d) Recovery Costs; and
- (e) all reasonable costs and charges under the Rental Agreement.

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

11 **Applicable law**

- 11.1 You have rights conferred by consumer legislation and neither this clause nor any other provision of the Rental Agreement is intended to exclude, restrict or modify any implied terms or rights You may have under the Competition and Consumer Act 2010 or any other Federal, State or Territory legislation in Australia.
- 11.2 This document is governed by the law of the Northern Territory and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Northern Territory.

12 **Force Majeure**

- 12.1 We will not be liable for any failure or delay in performing any obligation under this Rental Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labour strikes or difficulties or transportation stoppages or slowdowns including unscheduled late return of vehicles and vehicle unavailability due to break down and accidents.

13 **Severability**

- 13.1 If any provision of the Rental Agreement should be held to be invalid in any way or unenforceable, the remaining provisions must not in any way be affected or impaired. The Rental Agreement must be construed so as to give effect to the intent of N.E.A.L Car Hire as it was originally executed.

14 **Privacy policy**

- 14.1 We collect and use Your personal information to provide You with the best level of service possible.
- 14.2 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.
- 14.3 Our Privacy Policy is located on Our website or at Schedule 2.

15 Personal Location Device

- 15.1 You are supplied with a 'Personal Location Device', You must only activate it in life threatening emergency situations to alert the rescue authorities.
- 15.2 You acknowledge and agree that any costs or penalties incurred due to the activation of a 'Personal Location Device', including as a result of deliberate misuse, are a matter strictly between You and the relevant authority.

SCHEDULE 1

Fees

Fee Description	Price Inclusive of GST
Administration Fee	5% of the total of the Deposit (if any) plus Hire Balance
Cleaning Fee	\$250 Subject to condition of vehicle returned
Late Return Fee	Full Day Hire of Hire Vehicle per each day
Re-fuelling Fee	\$5.50 per litre
Re-fuelling Surcharge	\$5.50
No Show	No show or cancellation less than 24-hours, full day hire
Credit Card Fee	Not Applicable
Bond	\$4,000
Insurance Excess Reduction	\$38.50 per day reduces your bond to \$600

SCHEDULE 2

1 N.E.A.L Car Hire Privacy Policy Statement

- 1.1 N.E.A.L Car Hire is committed to protecting the privacy of the information provided by its customers.

2 Collection of Your Personal Information

- 2.1 The collection of personal information is necessary to rent a Vehicle. You are asked to provide personal details such as Your name, address, telephone number, licence number, credit card details and email address. This helps N.E.A.L Car Hire to process Your booking, to contact You if We have any problems with Your request or to send You confirmation of the booking. We gather this information from Our web site as per a booking request, and in person when You book and collect Your Vehicle.
- 2.2 The security of Your personal information is important to Us. We take reasonable steps to make sure Your information is protected from unauthorised use, access, disclosure, alteration, destruction or loss. For financial or payment information, We use firewalls and card encryption and a locked safe where payment details are routinely shredded when no longer required. We take security extremely seriously but as no system is 100% secure, We can not completely guarantee the protection of Your personal information, any more than any other organisation can.
- 2.3 We do not ask for financial or payment information, such as Your credit card number, passcode, account number or pin number, in an e-mail, text or any other communication that We send to You. If You do receive a suspicious request, do not provide Your information and report it by contacting one Our customer service representatives.
- 2.4 You are responsible for keeping Your account passcode, numbers and pin numbers safe and secure. Do not share these with anyone. If there is an unauthorised use or any other breach of security involving Your information, You must notify Us at the customer service contact information as soon as possible.

3 Use of Your Personal Information

- 3.1 We maintain the personal information as part of Our records to assist Us to maintain and improve Our administration and management of Our car rental business. We reserve the right to use the information provided to communicate with You to market Our services, and those of Our business partners.
- 3.2 Specifically, We use Your personal information to:
- (a) provide the services that You request;

- (b) do all things necessary to administer those services;
- (c) research, develop, manage, protect and improve Our services;
- (d) conduct consumer satisfaction surveys and inform You of any improvements that We have made to Our services;
- (e) maintain and develop Our software and other business systems;
- (f) provide to Our credit card providers;
- (g) credit reporting and fraud checking agencies;
- (h) debt collection agencies, in the event of Your default in payment of monies owed to Us;
- (i) city councils and governments or private organisations responsible for the processing of handling traffic related infringements;
- (j) driver licensing authorities; and
- (k) government, regulatory and law enforcement agencies where the disclosure is required or authorised by law.

3.3 Customers are welcome to request a copy of any personal information held about them at any time. We also welcome requests to amend information to keep Our records up to date.

4 Vehicle Data

4.1 Some Vehicles may come equipped with a global positioning system (GPS) or similar type tracking device that may also collect information about the Vehicle.

4.2 If You have an accident, or suffer any loss, theft or damage to the Vehicle during Your rental or suffer any mechanical failure, We will collect information regarding such incident including Your report of the incident and any police or other third party report including details of those involved, together with the nature of any personal injuries and/or damage to the Vehicle and optional extras. We will use this information to perform Our contract with You (for example, the Vehicle rental agreement and/or the terms of any optional extra like coverages); for Our legitimate business interests (for example, in recovering the costs of any loss or damage caused to the Vehicle); for complying with any legal obligation on Us (for example, making any required notification of the incident to appropriate authorities); and establishing, exercising or defending legal claims arising as a result of such incident.

4.3 During Your rental We will collect where and when You rented the Vehicle, where and when You returned the Vehicle, coverage preferences, fuel consumption, mileage, accident history and other information related to the

Vehicle and Your use of it. This information is required in order to provide You with the services You requested under the rental contract or for Our legitimate business interests (for example to monitor the usage of Our vehicle fleet).

- 4.4 In addition to the purposes listed above, We use this information to better understand Our customers and provide You with relevant offers.
- 4.5 We will also collect information about any speeding, parking, toll or other traffic-related fines that You incur or any traffic offences that You commit during Your rental where these are provided to Us by any law enforcement agency. We will use this information to deal with such fine or offence in accordance with the terms of Your Rental Agreement with Us.
- 4.6 Where You inform Us that You have a medical disability that requires an adapted Vehicle or other driver aid We will use that information in order to provide You with the service You requested and where You have given Your explicit consent to Us using that information.
- 4.7 When You call Us (from any phone), We may record or monitor the call for quality control, training or similar purposes.
- 4.8 We will only use this information for the specific reason for which it is provided. If You believe that one of Your contacts has provided Us with Your personal information and You would like to request that it be removed from Our database, please contact N.E.A.L Car Hire customer service.

5 Third Party Web Sites

- 5.1 Our web site may contain links to partner or third party web sites. We do not monitor or control the information collected when You choose to click on a link that takes You to one of these sites.

6 Consent

- 6.1 By accessing Our web site or by entering into a Rental Agreement with Us and by giving Us Your personal details, You are agreeing to the collection, storage and processing of Your personal information by N.E.A.L Car Hire.

7 Changes to Privacy Policy

- 7.1 Any changes to Our Privacy Policy will always be reflected on this Internet site in order that You will always know what information We gather and how this information is used.

8 General

- 8.1 N.E.A.L Car Hire are committed to protecting Your privacy. We will not share Your details with a third party and will only communicate with You to market Our services, and those of Our business partners.
- 8.2 We do, however, reserve the right to pass Your information to third parties if obliged by the laws of the state of Northern Territory to do so.

9 Changes to These Terms

- 9.1 We reserve the right to amend, modify, add, delete and make corrections to this Privacy Policy and at any time without notice.