

Caring Institution Pty Ltd

Trading as

Akar Mobility



ABN 17 658 153 603

RENTAL TERMS AND CONDITIONS

1 Introduction

1.1 Rental Contract

- (a) Your contract to hire a Vehicle from Us (**Rental Contract**) comprises:
 - (i) the agreement (**Rental Agreement**) You have signed to hire the Vehicle from Us;
 - (ii) the Handover Inspection Report; and
 - (iii) these rental Terms and Conditions (**Terms and Conditions**),
- (b) These documents that comprise the Rental Contract create binding and enforceable legal obligations and Your signature on the Rental Agreement confirms Your acceptance of those legal obligations and that You are bound by them.

1.2 Relevant law

The Rental Contract is governed by the laws of the Commonwealth of Australia and the state of Victoria and You agree that Victorian courts have non-exclusive jurisdiction to determine any dispute that arises between You and Us.

1.3 The Australian Consumer Law

You have consumer rights conferred by The Australian Consumer Law and neither this clause nor any other provision of the Rental Contract excludes, restricts or modifies:

- (a) Part 2-3 of The Australian Consumer Law relating to unfair contract terms; or
- (b) any implied terms, guarantees or rights You may have under The Australian Consumer Law or any other Federal, State or Territory legislation.

1.4 Electronic signatures

We may 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.

1.5 Amending these Terms and Conditions

We may amend these Terms and Conditions by providing You with 30 days' notice in writing. If You do not accept the amendments or replacement, You **must** return the Vehicle prior to the end of the 30 day period.

1.6 Special benefits

The following additional benefits apply to Your Rental Contract:

- (a) no insurance or Damage excess is payable in the event of an Accident or theft of the Vehicle;
- (b) no Security Deposit is required;
- (c) unlimited kilometres;
- (d) free cancellation at any time;
- (e) the Vehicle is supplied with a full tank, refilling is not required;
- (f) an accessible parking permit is included;
- (g) toll roads fees included within fair use (average of 2 trips per day);
- (h) weekend and public holidays are included in the flat fee rate;
- (i) a Vehicle delivery and pick up is included; and
- (j) MLAK key included that allows 24/7 accessible to dedicated accessible public facilities.

2 Who may drive the Vehicle?

IMPORTANT NOTICE

A breach of any part of this clause 2 is a Major Breach of the Rental Contract that excludes Your entitlement to Damage Cover and may allow the Vehicle to be repossessed. See clause 11 for further details

2.1 Authorised Drivers

- (a) Only You or an Authorised Driver, who each meet all of the requirements of this clause 2, can drive the Vehicle.
- (b) Allowing anyone who is not an Authorised Driver to drive constitutes a Major Breach of the Rental Contract that excludes You and any Authorised Driver from all entitlement to Damage Cover indemnity under clause 7 of these Terms and Conditions.

2.2 Age limits

You and any Authorised Driver **must** be at least 21 and not over 75 years of age and have no less than 12 months driving experience, unless We have agreed to a variation of that restriction before the Start of the Rental and it is shown in the Rental Agreement.

2.3 Licence requirements

- (a) You and any Authorised Driver **must** have a current valid licence to drive the Vehicle.
- (b) Your licence **must** be:
 - (i) issued in an Australian state or territory or an international licence written in English, or if not in English is accompanied by either:
 - (A) a valid International Driving Permit; or
 - (B) an accurate translation of Your licence into English, issued by the National Accreditation Authority for Translators and Interpreters (NAATI) that includes a full explanation written in English of any condition to which Your licence is subject and the category of vehicle for which Your licence was issued;
 - (ii) valid for the state or territory in which the Vehicle is driven if the licence was issued in a different state or territory or an overseas country;
 - (iii) appropriate for the class of the Vehicle; and
 - (iv) not subject to any restriction or condition.
- (c) Learner drivers and provisional and probationary licence holders are not acceptable and must not drive the Vehicle.

2.4 Cancelled and suspended licences

The Vehicle **must not** be driven by You or an Authorised Driver if Your licence or that of the Authorised Driver:

- (a) is cancelled or suspended, including as a result of an accumulation of demerit points; or
- (b) has been cancelled or suspended, within three (3) years of the date of the Rental Agreement.

2.5 Prior insurance history

The Vehicle **must not** be driven by You or an Authorised Driver if either You or the Authorised Driver has been refused motor vehicle insurance or had a policy of motor insurance cancelled or declined by an insurer at any time prior to entering into the Rental Contract.

3 Prohibited use

IMPORTANT NOTICE

A breach of any part of this clause 3 is a Major Breach of the Rental Contract that excludes Your entitlement to Damage Cover and may allow the Vehicle to be repossessed. See clause 11 for further details.

3.1 Prohibited driving

The Vehicle **must not** be driven by You or any Authorised Driver:

- (a) whilst intoxicated or under the influence of drugs or alcohol or with a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit set by law;
- (b) recklessly or dangerously; or
- (c) whilst there is Damage to the Vehicle that makes it unroadworthy or unsafe.

3.2 Prohibited conduct

You and any Authorised Driver **must not**:

- (a) fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;
- (b) use the Vehicle:
 - (i) for any illegal purpose;
 - (ii) to move or carry dangerous, hazardous, biohazardous, infectious, or inflammable, goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
 - (iii) to propel or tow another vehicle, trailer or boat;
 - (iv) to carry any water skis, surfboards, bicycles, or canoes either inside or on the roof of the Vehicle;

- (v) to carry or transport illegal drugs or substances;
- (vi) in connection with the motor trade for experiments, tests, trials or demonstration purposes;
- (vii) in racing, rallies, reliability trials, speed or hill climbing tests, or for testing in preparation thereof; or
- (viii) in an unsafe or unroadworthy condition; or
- (c) use a mobile phone in a moving or stationary Vehicle that is not parked:
 - (i) to make or receive a phone call;
 - (ii) to send a text message, video message, or email;
 - (iii) to perform any audio function; or
 - (iv) as a navigational device, **unless** the body of the phone is securely mounted in the Vehicle and its operation does not involve:
 - (A) entering information, text, numbers or symbols, except if that operation can be performed using voice controls only; or
 - (B) scrolling on the device.

3.3 Prohibited actions

- (a) You and any Authorised Driver **must not**:
 - (i) damage the Vehicle deliberately, intentionally, maliciously or recklessly or allow anyone else to do so;
 - (ii) modify the Vehicle in any way or make any alteration or addition to it and no decals, branding or logos may be applied or removed from the Vehicle;
 - (iii) sell, rent, lease or dispose of the Vehicle; or
 - (iv) register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009.
- (b) You and any Authorised Driver **must not** use the Vehicle to carry:
 - (i) passengers for hire, fare or reward except:
 - (A) under a private pooling arrangement; or
 - (B) where the Vehicle has been booked via a ride sharing platform or food delivery service;

- (ii) more than the number of passengers for which the Vehicle is licenced; or
- (iii) any load that exceeds the limits for which the Vehicle was designed, constructed, registered or licenced.

4 Prohibited areas of use

IMPORTANT NOTICE

A breach of any part of this clause 4 is a Major Breach of the Rental Contract that excludes Your entitlement to Damage Cover and may allow the Vehicle to be repossessed. See clause 11 for further details.

4.1 Prohibited roads

The Vehicle must never be driven:

- (a) on an Unsealed Road;
- (b) Off Road; or
- (c) above the Snow Line or on any road where snow has fallen or is likely to fall.

4.2 Prohibited areas

The Vehicle **must not** be used in any area that is prohibited by Us. Prohibited areas include:

- (a) roads that are prone to flooding or are flooded;
- (b) beaches, sand dunes, streams, rivers, creeks, salt lakes, dams and any area exposed to saltwater; and
- (c) any road:
 - (i) where the police or an authority has issued a current warning;
 - (ii) that is closed; and
 - (iii) where it would be unsafe to drive the Vehicle.

4.3 Interstate and island use

If You plan to take the Vehicle outside Victoria or onto any island, except Phillip, Island, You must let Us know beforehand.

5 Your obligations

IMPORTANT NOTICE

A breach of any of clauses 5.1, 5.3, 5.8, 5.9, 5.10, 5.11, or 5.12 is a Major Breach of the Rental Contract that excludes Your entitlement to Damage Cover and may allow the Vehicle to be repossessed. See clause 11 for further details.

5.1 No false and misleading information

- (a) You and any Authorised Driver **must** take all reasonable steps to ensure that the information supplied to Us at the Start of the Rental is accurate, complete and up-to-date and is not false or misleading.
- (b) In entering into the Rental Contract with You We have relied upon the information You and any Authorised Driver have provided to Us and:
 - (i) the wilful supply of false or misleading information, including false name, age, address, occupation or driver's licence details; or
 - (ii) acting in collusion with any other person to supply such false or misleading information, is a Major Breach of the Rental Contract.

5.2 Start of the Rental

At the Start of the Rental and before collecting the Vehicle You **must**:

- (a) present Your driver's licence and that of any Authorised Driver and permit copies of the drivers' licences to be made and kept by Us;
- (b) present Your passport if You are not an Australian citizen;
- (c) fully inspect the Vehicle to ensure that the condition of the Vehicle and any pre-existing damage is accurately noted and shown in the Handover Inspection Report and if there is any discrepancy You must notify Us within one (1) hour of leaving the Rental Depot; and
- (d) pay the anticipated Rental Charges.

5.3 Prompt payment of the Rental Charges

- (a) During the Rental Period You **must** promptly pay the Rental Charges on or before the date they are due.

- (b) Any payment not made within 14 days of it becoming due is a Major Breach of the Rental Contract allowing Us to terminate the Rental Contract and repossess the Vehicle unless within that period:
 - (i) You have sought relief; and
 - (ii) We have agreed with You on a payment plan to rectify the default within a reasonable period.

5.4 During Your rental

During the Rental Period:

- (a) You **must not**:
 - (i) smoke in the Vehicle (including the use of e-cigarettes) and You **must** take reasonable steps to prevent passengers from doing so. It is an offence in some Australian states to smoke in a vehicle where there are passengers of less than 18 years of age; or
 - (ii) use the Vehicle to move infectious, biohazardous or biomedical waste.

5.5 Accessible Vehicle

- (a) The safe use of this accessible Vehicle is critical as improper use may cause injury or death to You, Your passengers or the occupant of the wheelchair.
- (b) Prior to use of the Vehicle We will show You and any Authorised Driver how to correctly use the ramp and restrain the wheelchair and its occupant but it is Your responsibility to show any additional Authorised Drivers who are not present at pick-up how to correctly use the ramp and restrain the wheelchair and its occupant.
- (c) You and any Authorised Driver **must**:
 - (i) unlock the lower rear door before lowering the ramp;
 - (ii) stand to the side while lowering and raising the ramp;
 - (iii) only deploy the ramp on level ground; and
 - (iv) ensure the wheelchair and the occupant are properly and safely restrained.

- (d) If You are uncertain about any aspect of the safe operation of the equipment in this accessible Vehicle, You **must** contact Us for assistance before attempting to operate that equipment.

5.6 Suitability of the Vehicle for wheelchair use

By signing the Rental Agreement You confirm that You have inspected the Vehicle and have formed Your own opinion that the Vehicle meets Your specific requirements and is appropriate for its intended purpose as a accessible Vehicle.

5.7 Seat belts and child restraints

- (a) You must comply with all mandatory:
 - (i) 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; and
 - (ii) 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.
- (b) We are not authorised to install child restraints so We are unable to assist You with their installation or answer any questions You may have regarding their installation or adjustment.

5.8 Vehicle to be locked and keys kept in Your possession

- (a) You and any Authorised Driver **must** make sure that the Vehicle is locked when not in use or unattended and the keys, keyless start or remote door control device **must** be kept in Your possession, or that of any Authorised Driver, at all times and never left in the ignition or in the Vehicle when it is unattended.
- (b) In the event of a theft of the Vehicle, You **must** be able to produce the keys, keyless start or remote door control device to Us **unless** You can provide a reasonable explanation for being unable to do so.

5.9 Reasonable care

You and any Authorised Driver must take reasonable care of the Vehicle by:

- (a) preventing it from being damaged or stolen;
- (b) making sure it is protected from inclement weather or floods;
- (c) using any security device fitted to, or supplied with, the Vehicle;

- (d) properly securing any goods, property or equipment carried in the Vehicle;
- (e) maintaining the engine and brake oils and coolant level and tyre pressures;
- (f) using the correct fuel type; and
- (g) making sure it is not overloaded by the number of persons or by the weight of goods carried.

5.10 Maintenance and inspection for longer term rentals

- (a) If the Rental Period is longer than 90 days You **must** return the Vehicle to the Rental Depot for it to be serviced or exchanged when:
 - (i) the next scheduled service is due, as noted on the sticker on the inside of the windscreen;
 - (ii) a service indicator is illuminated on the dashboard; or
 - (iii) the Vehicle has travelled 10,000 kilometres since the Start of the Rental or since it was last serviced, whichever comes first.
- (b) We will pay for the service, parts, tyres and any other issues with the Vehicle.
- (c) We also reserve the right to:
 - (i) request that the Vehicle be returned to the Rental Depot for its condition to be inspected; or
 - (ii) alternatively, to require You to supply the Vehicle's current odometer reading and provide details of the Vehicle's condition, including the provision of photos showing its condition and any Damage.

5.11 Notification of Vehicle fault

- (a) You must inform Us immediately if:
 - (i) the Vehicle breaks down;
 - (ii) any warning lights or messages becoming illuminated or displayed in the Vehicle;
 - (iii) You see or become aware of low engine or brake oils, or engine coolant levels; or
 - (iv) the Vehicle develops any fault during the Rental Period.

- (b) If You fail to notify Us and continue to use the Vehicle You will be responsible for any Damage or Third Party Loss.

5.12 Repair without authority prohibited

You **must not**:

- (a) make any repairs to the Vehicle;
- (b) let anyone else repair or work on the Vehicle; or
- (c) tow or salvage the Vehicle,

without Our prior written authority.

5.13 Repair with authority

- (a) Where We have given You Our prior authority to repair the Vehicle as the result of a breakdown or Vehicle fault, 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.
- (b) There is no entitlement to reimbursement if the breakdown or fault was caused by an Accident or is the result of a Major Breach of the Rental Contract.

5.14 Staying with the Vehicle after an Accident

You **must not** leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator unless You or a passenger has been injured and require medical attention or You are directed to do so by the police or emergency services.

6 Rental Period, costs and charges

6.1 Your Rental

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

6.2 Extending the Rental Period

- (a) We understand that circumstances change and that You may require the Vehicle for longer than the Rental Period. If so, You **must** notify Us with as much notice as possible.

- (b) If You request an extension, You agree these Terms and Conditions continue to apply to the extended Rental Period.

6.3 Fines and infringements

- (a) You and any Authorised Driver **must** pay:
 - (i) fines or charges imposed for parking;
 - (ii) infringements and fines imposed for speeding and other driving offences; and
 - (iii) fines or charges imposed for release of the Vehicle if it has been seized by a regulatory authority.

6.4 Tolls

- (a) The Rental Charges include 'fair use' of the Vehicle which includes toll fees for two journeys per day on toll roads, averaged over the Rental Period.
- (b) If You anticipate that Your use of toll roads will exceed the allowance under clause 6.4(a) You **must** contact Us to arrange for use in excess of the 'fair use' allowance .
- (c) The electronic tag (**e-tag**) fitted to the Vehicle **must not** be removed from the Vehicle and You **must not** instal You own e-tag in order to avoid being double charged.

7 Damage Cover and Damage Cover Exclusions

7.1 Damage Cover

- (a) Standard Damage Cover is included in the Rental Charges.
- (b) Subject to these Terms and Conditions, We will indemnify You and any Authorised Driver for any Damage to the Vehicle, its theft and Third Party Loss.

7.2 General exclusions

There is no Damage Cover, and You and any Authorised Driver are liable for:

- (a) Damage, including Loss of Use, and Third Party Loss arising from:
 - (i) a Major Breach of the Rental Contract;

- (ii) any deliberate, intentional, malicious or criminal act by You, an Authorised Driver or any person who is acting with Your express or implied consent; or
 - (iii) the use of the Vehicle by any driver who is not an Authorised Driver or who is less than 21 or more than 75 years of age;
- (b) Overhead Damage;
- (c) Underbody Damage;
- (d) Damage caused by:
 - (i) immersion of the Vehicle in water, including salt water; or
 - (ii) use of the incorrect fuel type;
- (e) damage to the tyres or rims of the Vehicle, other than by normal wear and tear;
- (f) the full cost of replacing or repairing any accessories supplied by Us including, but not limited to GPS units, lost keys, keyless start and remote door control devices tool kits, spare tyres and first aid kits;
- (g) Damage caused by use of the incorrect fuel type;
- (h) 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; or
- (i) any loss, damage or deterioration of any goods or property carried in or on the 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.

7.3 Lack of co-operation exclusion

Your entitlement to Damage Cover will be reduced to the extent We are prejudiced as a result of any delay or failure by You or any Authorised Driver to comply with Your obligations under clause 9 of these Terms and Conditions.

7.4 Exclusion for personal items

There is also no Damage Cover for personal property in the custody of or owned by:

- (a) You;
- (b) Your relative, friend or associate who ordinarily resides with You or with whom You ordinarily reside;

- (c) any relative, friend or associate of an Authorised Driver; or
- (d) Your employees, 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 Depot.

8 Breakdowns

8.1 Roadside assistance

- (a) We will provide You with a Vehicle that is of acceptable quality and in good working condition taking into account the age of the Vehicle but breakdowns do occur.
- (b) Twenty-four-hour roadside assistance is provided free of charge for breakdowns (but not for Accidents) and if the Vehicle breaks down during the Rental Period You **must** contact Us to arrange assistance. If the fault cannot be repaired on site We will recover and repair the Vehicle as soon as possible but if it cannot be repaired, We will use Our best endeavours to provide a replacement Vehicle where one is available.
- (c) Roadside assistance does not apply if:
 - (i) the incorrect fuel type is used; or
 - (ii) the breakdown is caused by a Major Breach, and You are liable for any extra costs incurred or Damage caused.

8.2 Consequential and other loss

Subject to the Australian Consumer Law, We are not responsible for:

- (a) flights You have missed;
- (b) holiday plans that are disrupted;
- (c) loss or inconvenience caused by natural disasters such as floods, cyclones, hailstorms, earthquakes, bushfires, or pandemics;
- (d) loss of enjoyment; or
- (e) consequential or economic loss.

9 Accident and theft reporting

IMPORTANT NOTICE

A breach of any part of this clause 9 is a Major Breach of the Rental Contract that excludes Your entitlement to Damage Cover and may allow the Vehicle to be repossessed. See clause 11 for further details.

9.1 Reporting an Accident or theft to Us

- (a) If You or an Authorised Driver has an Accident or if the Vehicle is stolen You **must**:
 - (i) contact Us to report the Accident or theft as soon as practicable, but in no case more than 24 hours of it occurring; and
 - (ii) subsequently fully complete an Incident Report Form.
- (b) The Incident Report Form should include as much information as is reasonably practical, including:
 - (i) the information listed in clause 9.3 regarding the contact details for the other driver and witnesses and an accurate written and diagrammatic description of the Accident and its location; and
 - (ii) the circumstances under which the Accident or theft occurred.
- (c) The Incident Report Form **must** be submitted to Us:
 - (i) within seven (7) days of the Accident or theft, or upon the return of the Vehicle if it is returned to Us within that seven (7) day period; or
 - (ii) if the Vehicle is stolen, immediately the theft of the Vehicle is reported to the police.

9.2 Reporting an Accident or theft to the police

If the Vehicle is stolen or if You or an Authorised Driver of the Vehicle has an Accident where:

- (a) any person is injured;
- (b) the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or
- (c) the other party appears to be under the influence of drugs or alcohol, You or the Authorised Driver **must** also report the theft or Accident to the police as soon as:

- (i) the theft is discovered; or
- (ii) it is practical to do so after an Accident.

9.3 Steps You must take following an Accident

If You or an Authorised Driver have an Accident You and the Authorised Driver **must:**

- (a) make the Vehicle secure;
- (b) exchange names and addresses, phone numbers and email addresses with the other driver;
- (c) obtain the name of the other driver's insurance company;
- (d) take a photo of the other driver's licence;
- (e) take the registration numbers of all vehicles involved;
- (f) take as many photos as is reasonable showing:
 - (i) the position of the Vehicles before they are moved for towing or salvage;
 - (ii) the Damage to the Vehicle;
 - (iii) the damage to any third party vehicle or property; and
 - (iv) the general area where the Accident occurred, including any road or traffic signs; and
- (g) obtain the names, addresses, phone numbers and email addresses of all witnesses.

9.4 Subsequent assistance

Subsequent to the Accident or theft You and any Authorised Driver **must:**

- (a) forward all third party correspondence or court documents to Us within seven (7) days of receipt;
- (b) co-operate with Us in the investigation of any Accident or theft claim and supply such further information as We or Our investigator may reasonably request within seven (7) days of receipt of such a request; and
- (c) co-operate with Us in the prosecution of any legal proceedings that We may institute or the defence of any legal proceedings which may be instituted against You or Us as a result of an Accident, including attending:
 - (i) Our lawyer's office; and

- (ii) any Court hearing.

9.5 What You must not do

You and any Authorised Driver **must not**:

- (a) make any admission of fault;
- (b) make any offer or promise to pay or settle any claim for Third Party Loss; or
- (c) agree to indemnify, waive, or release any other party from liability to pay for Damage as a result of an Accident, theft or attempted theft.

9.6 Consequences of lack of co-operation

Your entitlement to Damage Cover will be reduced, including to nil, according to the extent We are prejudiced as a direct result of any delay in complying with:

- (a) the reporting obligations in clauses 9.1 and 9.2; and
- (b) the obligations in clause 9.4 to forward third party correspondence and court documents to Us within seven (7) days and to co-operate with Us in the investigation of any Accident or theft claim and the prosecution or defence of any legal proceedings.

9.7 Replacement Vehicle following a major Accident

Acting reasonably, We reserve the right not to replace the Vehicle if it is involved in a major Accident or there has been substantial Damage to it and a replacement vehicle is always subject to availability.

10 End of the Rental

10.1 Return of the Vehicle

- (a) You **must** return the Vehicle:
 - (i) in the same mechanical condition, it was in at the Start of the Rental, fair wear and tear excepted.
- (b) We will organise collection/pickup of vehicle

10.2 End of the Rental payments

At the End of the Rental, You **must** pay:

- (a) the balance of the Rental Charges (if any);
- (b) for all Damage and Third Party Loss arising from a Major Breach of the Rental Contract; and
- (c) for all Damage and Third Party Loss for which Damage Cover is excluded pursuant to clause 7.2 or reduced pursuant to clause 7.3.

10.3 Default in payment

- (a) By entering into the Rental Contract You have agreed to pay all of the amounts owed to Us under the Rental Contract.
- (b) Acting reasonably, We may decline all future hires if there is any default in payment of amounts due under the Rental Contract that exceeds a period of 14 days.
- (c) If You default in the payment of any moneys owed to Us under the Rental Contract:
 - (i) You **must** pay Us interest on that overdue amount calculated at the rate of 10% per annum and starting seven (7) days after the date that overdue amount became payable to Us and ending on the date of payment of all amounts due;
 - (ii) We may engage a mercantile agent or debt collector and You **must** 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; and
 - (iii) You authorise Us to provide information of that default to a credit reporting body and to obtain an up-to date consumer credit report on You. Personal information may be used and disclosed by the credit reporting body in accordance with the Privacy Act to create or maintain a credit information file containing information about You, including defaults in excess of 60 days and the debt owed to Us.

10.4 Deleting Personal Information and data

- (a) Before returning the Vehicle, it is Your responsibility to delete any Personal Information or data, such as mobile phone numbers, stored addresses, or navigation history, that may have been used during the Rental Period.

- (b) If You have added the Vehicle to the Vehicle manufacturer's app on Your mobile phone or other device so that You can remotely lock and unlock the Vehicle, check its location and access other functions, at the end of the Rental Period You **must** remove or delete the Vehicle from that app.
- (c) Where You have failed to sign out of an application or remove or delete any Personal Information, data or mobile phone numbers from the Vehicle, We are not responsible for:
 - (i) removing Your Personal Information, data or mobile phone numbers;
 - (ii) any future use of Your account by third parties subsequently renting the Vehicle; or
 - (iii) access by a third party to, or disclosure of, any Personal Information collected by the Vehicle.

10.5 Personal items left in the Vehicle

If personal items are left in the Vehicle at the End of the Rental, they will be kept safely for a period of 14 days during which time they may be reclaimed, but if not reclaimed they will be dealt with according to state or territory legislation or donated to a suitable charity.

10.6 Post rental inspection procedure

- (a) We will take reasonable steps to conduct a post rental inspection in Your presence; and
- (b) If You do not wish to wait for the full inspection, We will use reasonable endeavours to conduct the inspection within one (1) Business Day and if Damage is detected, We will notify You as soon as it is reasonably practical to do so.

10.7 Failure to return the Vehicle on time or to the Rental Depot

- (a) If You fail to return the Vehicle on the scheduled date and at the time shown in the Rental Agreement:
 - (i) We may terminate the Rental Contract;

- (ii) if the location of the Vehicle is known, We may recover it by lawful means or if it is unknown, after making reasonable attempts to contact You, We will report the Vehicle to the police as having being stolen; and
 - (iii) You **must** pay any towing or recovery fees incurred in the Vehicle's recovery.
- (b) If the Vehicle is left at any other place than the Rental Depot from which it was hired:
 - (i) the termination of the Rental Contract will take effect only after the Vehicle has been collected by Us and an inspection for Damage has occurred; and
 - (ii) You are responsible for Damage to the Vehicle up until this time of the collection and inspection.

11 Major Breach

11.1 What is a Major Breach?

You and any Authorised Driver commit a Major Breach of the Rental Contract if:

- (a) there is a breach of any of the following:
 - (i) clause 2 (who may drive the Vehicle);
 - (ii) clause 3 (prohibited use);
 - (iii) clause 4 (prohibited areas of use);
 - (iv) clause 5.1 (false and misleading information);
 - (v) clause 5.8 (Vehicle to be locked and keys kept in Your possession);
 - (vi) clause 5.9 (reasonable care);
 - (vii) clause 5.10 (maintenance for long term rentals);
 - (viii) clause 5.11 (notification of Vehicle fault); or
 - (ix) clause 5.12 (repair without authority);

that causes Damage, theft of the Vehicle or Third Party Loss;

- (b) there is a breach of:

- (i) clause 5.3 (prompt payment of the Rental Charges);
 - (ii) clause 9 (Accident reporting) that prevents Us from properly investigating a claim arising from an Accident or theft or from prosecuting or defending any Accident or theft claim; or
- (c) the Vehicle is stolen by You or an Authorised Driver or by any person acting for You, at Your direction or on Your behalf.

11.2 No Damage Cover

If You or any Authorised Driver:

- (a) commit a Major Breach of the Rental Contract; or
- (b) drive the Vehicle in a reckless manner so that a substantial breach of road safety legislation has occurred, You and any Authorised Driver have no Damage Cover and are liable for:
 - (i) Damage, theft of the Vehicle and Loss of Use;
 - (ii) Third Party Loss; and
 - (iii) all additional costs or expenses We incur in recovering the Vehicle.

12 Termination of the Rental Contract

12.1 Termination and repossession

Acting reasonably, We may terminate the Rental Contract and take immediate possession of the Vehicle if:

- (a) there has been a Major Breach;
- (b) there has been a breach of clause 11.2(b);
- (c) the Vehicle has been illegally parked for longer than 24 hours; or
- (d) the Vehicle is apparently abandoned.

12.2 Our rights on termination

If the Rental Contract is terminated:

- (a) it will not affect Our right to receive any money We are owed under the Rental Contract;

- (b) You give Us permission to access and enter Your premises to repossess the Vehicle without using unreasonable force or causing damage; and
- (c) You must pay any towing or recovery fees incurred in the Vehicle's repossession.

12.3 Termination of the Rental Contract through bankruptcy or insolvency

We may terminate the Rental Contract if:

- (a) You become bankrupt, insolvent, convene a meeting with Your creditors or propose or enter into an arrangement with creditors, or make an assignment for the benefit of Your creditors; or
- (b) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of You or any of Your assets.

13 Personal Property Securities Act 2009 (Cth)(PPSA)

13.1 Interest is as bailee only

You have no right to, or interest in, the Vehicle other than as a bailee and You must not endeavour to obtain any other right or interest by Yourself or Your nominee.

13.2 Security Interest

You acknowledge that:

- (a) the Rental Contract may create a security interest (**Security Interest**) (as that term is defined in the PPSA) in the Vehicle;
- (b) We have a Security Interest in the Vehicle and the Vehicle will at all times remain subject to that Security Interest; and
- (c) We may register the Security Interest on the Personal Property Securities Register.

14 Privacy

14.1 Personal Information

- (a) We are committed to respecting Your privacy and will not collect, use or disclose Your Personal Information where doing so would be contrary to law.

- (b) When We collect Your Personal Information, We will do so only for the purpose of providing rental services to You. If You choose not to provide this information to Us, We may not be able to provide those rental services to You.
- (c) We take reasonable steps to make sure Your Personal Information is accurate, up to date and complete and that it is protected from misuse, loss or unauthorised access, modification or disclosure.

15 Definitions and interpretation

15.1 Definitions

In these Terms and Conditions:

Accident means an unintended, unexpected and unforeseen incident, including:

- (a) a collision between the Vehicle and another vehicle or object, including animals and roadside infrastructure;
- (b) rollovers; and
- (c) weather events, including hail Damage, that results in Damage or Third Party Loss.

Authorised Driver means any driver of the Vehicle who is approved by Us and who is recorded on the Rental Agreement prior to the Start of the Rental.

Business Day means a day which is not a Saturday, Sunday, public holiday or bank holiday in Melbourne, Victoria.

Damage means:

- (a) any loss or damage to the Vehicle including its engine, parts, components and accessories, including the GPS unit, however caused that is not fair wear and tear;
- (b) towing, recovery and salvage costs;
- (c) assessing fees;
- (d) Loss of Use, and for the removal of doubt, any Damage to the windscreen, headlights, lights or tyres that makes the Vehicle unroadworthy is **not** fair wear and tear.

Damage Cover means the cover You and an Authorised Driver have for Damage, theft, attempted theft and Third Party Loss under clause 7.1, subject to the Damage Cover Exclusions in clauses 7.2, 7.3 and 7.4.

End of the Rental means the date and time shown in the Rental Agreement when the rental ends and by which date and time the Vehicle **must** be returned to Us.

GST means the goods and services tax imposed by A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Handover Inspection Report means the document that shows the condition of the Vehicle and lists any Damage at the time of the inspection.

Incident Report Form means the document You **must** complete and submit to Us if there is Damage to the Vehicle or it has been stolen.

Loss of Use means Our loss calculated on a daily basis at the daily rate shown in the Rental Agreement because the Vehicle is being repaired or replaced if it is written off as a result of an Accident or it has been stolen and not recovered.

Major Breach means a breach of any of the clauses listed in clause 11.1.

Off Road means an area, surface or terrain that is not a sealed or 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 Damage to the Vehicle or Third Party Loss caused by:

- (a) 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;
- (b) objects being placed on the roof of the Vehicle; or
- (c) 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).

PPSA means the Personal Property Securities Act 2009 (Cth).

Rental Charges means the charges payable for renting the Vehicle from Us together with GST and any other taxes or levies which are all fully set out in the Rental Agreement.

Rental Depot means the location from which the Vehicle is rented, as shown on the Rental Agreement.

Rental Period means the period commencing at the time shown in the Rental Agreement and concluding at the End of the Rental.

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

The Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

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

Tracking Device means a GPS or other device that is fitted to the Vehicle that has electronic tracking capabilities to determine its location and other data including speed, braking and fuel levels.

Underbody Damage means any damage to the Vehicle caused by or resulting from contact between the underside of the Vehicle and any part of the roadway or any object or obstruction, including kerbs, gutters, speed or road humps, barriers or wheel stops and does not arise as a result of an impact with another vehicle.

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

Vehicle means the Vehicle described in the Rental Agreement and includes its parts, tools, components, accessories, keys, keyless start or remote door control device, audio equipment, GPS Tracking Device, child restraints, spare tyre and first aid kit (if fitted) and includes any replacement Vehicle.

We, Us, Our, means Caring Institution Pty Ltd ABN 17 658 153 603.

You, Your means the person, whether it is an individual, a firm or company or government agency that rents the Vehicle from Us and whose name is shown in the Rental Agreement.

15.2 Interpretation

In these Terms and Conditions, **unless** the context otherwise requires:

- (a) headings are for convenience only and do not form part of the Terms and Conditions or affect their interpretation; and
- (b) where You comprises two or more persons each is bound jointly and severally.