WELCOME TO RIGHT2DRIVE

Right2Drive
accident loan vehicles

What can you expect from us?
You can expect a clean vehicle that's just like your own. This includes tow bars and any other accessories you would usually have. Plus, we'll deliver it to your door and pick it up when your hire is complete.

How long will you have our vehicle for?
You'll have our vehicle while yours is being repaired, or until you receive payment if your car is written off. Our goal is to keep you moving, while your vehicle can't.

Will you need to pay for anything?
You'll only need to pay for fuel, tolls and infringements like you would in your own vehicle. You do not have to provide security for the hire vehicle costs.

Who pays for the loan vehicle?
Under Australian law, the at fault party or their insurer (if they hold a valid policy of insurance) is responsible to place the not at fault party back to the position they were in before the accident. This includes the cost of the hire vehicle whilst your vehicle is being repaired.
We recover the costs from the at fault party or their insurer. From time to time we may need your assistance to allow us to recover the costs.

How do we calculate our rate?
The daily rate charged is confirmed on the Rental Agreement. Our rate is competitively based on the hire car market. To compare, you can make your own enquiries on the internet or by contacting hire car companies directly.

What do we need from you?

- Provide accurate information.
- Ensure you were not at fault in the accident.
- Use our vehicle responsibly (drive safely, follow all road rules, no illegal activities, etc.).
- If you're in an accident while in our vehicle, regardless of fault let us know within 24 hours to retain $0 excess.
- Help us with the recovery process once your hire is finished if needed.
- Inform us when your repairs have been completed or settlement payment (if your vehicle is a total loss) is received.
- Follow up the progress of your repairs or settlement payment and keep us informed.
- If the at fault insurer contacts you or asks you to sign a Deed of Release, please let us know right away and avoid signing anything.

How we differ from other hire car companies?
The big difference between us and the mainstream hire providers are:

- We deliver and collect our vehicle to meet your need. We can arrange a vehicle to you within hours to reduce your inconvenience.
- Our extensive fleet range and size.
- You do not have to nominate an end date for the hire period, meaning you don't have to negotiate a new contract if the repairs or settlement takes longer than estimated.
- You do not have to provide us with security for the whole of the anticipated vehicle hire fees.
- You do not have to pay the costs when returning the hire vehicle out of your savings or credit card as we defer the payment until we recover from the at fault party's insurer.
- We may require your assistance during the recovery process. This includes providing information related to the accident and authorising legal proceedings in your name with the at fault party as the defendant, and otherwise co-operating as required.

Just a friendly reminder
We are not your insurance company or the at fault party's insurance company or affiliated with them in any way, that's how we can offer our services at no cost to you.

Below are the full terms and conditions, and legal agreements, which we need you to read and sign for your hire to commence.

If you have questions about any of the information in this document, please contact our team on 1300 100 121.

SAMPLE

Details

Hirer Details	
First Name	
Last Name	
City	Post Code

Damaged Vehicle	
Make	
Year	
Model	
Registration	

Accident Details	
Accident Date	
Accident Time	
Street	
Town/Suburb	
Post Code	

Parties
Between Right2Drive Pty Ltd ACN 159 590 986 of 52 Translink Drive, Keilor Park Vic 3042 (R2D) and the hirer identified above (Hirer).

Background
The Accident was a result of the negligence of the Third Party and the Hirer is seeking to recover the costs of a replacement vehicle for the period the Damaged Vehicle was unavailable for their use. The Hirer is aware that they are entitled to hire a replacement vehicle and expects to be reimbursed in full for the replacement vehicle costs. The Hirer authorises R2D, its nominated management service, debt recovery agents and legal representatives to recover these costs on their behalf and the Hirer requires all monies owed in relation to this vehicle hire to be paid to R2D.

1 Definitions

Unless the context requires otherwise, capitalised words in this Agreement and Authority to Act have the meaning given to them in clause 1 (Definitions) of the terms & conditions of use accompanying this Agreement and Authority to Act.

2 National Consumer Credit Code and Financial Services

The Agreement is not regulated by the National Consumer Credit Protection Act 2009 (Cth) (including the National Credit Code at Schedule 1) or Chapter 7 of the Corporations Act 2001 (Cth). It deals with the Hirer's obligations with respect to the Vehicle issued as a result of a road traffic incident, including to appoint R2D to recover the Hire Charges from the Third Party in accordance with the Hirer's common law rights. The parties acknowledge and agree that R2D will not be providing the Hirer any claims handling and settling services for insurance products. The Hirer should read the Agreement, and all accompanying documentation, carefully before signing.

3 Recovery of Hire Charges

3.1 **Hire Charges**

(a) The Hirer agrees to cooperate and provide (and procure that the driver and/or owner of the Damaged Vehicle at the time of the Accident provides) all reasonable assistance to R2D and its nominated management service, debt recovery agents and legal representatives in recovering the Hire Charges from the Third Party, to act in the best interests of R2D and not in any way delay or hold up the timely recovery of the Hire Charges.

(b) Subject to clause 16 (Termination of Agreement) of the Terms & Conditions of Use and on the condition that the Hirer fulfils their obligations under the Agreement (including under clause 4), upon recovery of the Hire Charges from the Third Party by R2D, or the execution of a settlement agreement in satisfaction of the Hire Charges the Hirer will be released from liability for the Hire Charges, except for the Additional Charges for which the Hirer shall remain liable. The parties acknowledge and agree that this release shall constitute sufficient consideration for the obligations of the Hirer under this Agreement and Authority to Act.

(c) We are not currently able to provide an estimate of the Hire Charges because the Hirer is unable to advise the duration of the repairs or the replacement of the Damaged Vehicle. The final Hire Charges will not be known until expiry of the Hire Period.

3.2 **Authorisation**

The Hirer authorises R2D, its nominated management service, debt recovery agents and legal representatives to:

(a) act on the Hirer's behalf in respect of the recovery of the Hire Charges from the Third Party;

SAMPLE

(b) ask for any documents that may be required from the repairer of the Damaged Vehicle to enable prompt settlement of the Hire Charges;

(c) receive monies and bank relevant cheques made payable to the Hirer into R2D's account or any other account nominated by R2D; and

(d) utilise and apply any monies or relevant cheques received in settlement or payment of the Hirer's claim against the Third Party to discharge any outstanding Hire Charges owed by the Hirer to R2D, subject to R2D accounting to the Hirer for any surplus.

3.3 **Appointment**

The Hirer irrevocably appoints R2D, its nominated management service, debt recovery agents and legal representatives as the Hirer's agents, representatives and duly authorised attorneys, to recover the Hire Charges by whatever means necessary.

3.4 **Recovery process**

(a) The Hirer understands and accepts that R2D may refer the matter to its nominated legal representatives on behalf of the Hirer in recovering the Hire Charges and the Hirer agrees to provide any reasonable assistance requested by R2D in respect of such recovery process, which the Hirer acknowledges may require the Hirer to (amongst other things):

(i) sign any certificate pursuant to the Civil Procedure Act 2010 (Vic) or equivalent legislation;

(ii) provide statements and document; and

(iii) assist with legal proceedings, which may include attending a lawyer's office or appearing in court as a witness or to give evidence (upon reasonable notice to do so).

(b) R2D indemnifies the Hirer for all costs and disbursements incurred by the legal representatives in the recovery process, provided that:

(i) the Hirer has complied with the terms of the Agreement; and

(ii) all warranties given by the Hirer in the Agreement are true and correct.

4 Hirer's Obligations

4.1 **Information**

The Hirer agrees to:

(a) provide to R2D all documentation required for R2D to claim the Hire Charges on the Hirer's behalf (including the Hirer's driver's licence and the driver's licence of the person driving the Damaged Vehicle at the time of the Accident in addition to the current registration papers of the damaged vehicle); and

(b) be open and frank with R2D and not provide any information to R2D or the Third Party which is untrue or misleading or has the potential to mislead.

(c) Details of any other registered vehicles that the Hirer owns or has access to and other vehicles regularly garaged and kept at the Hirer's residential address.

4.2 **Claim and settlement**

The Hirer agrees to:

(a) lodge a claim with the Hirer's insurer (if applicable) or the Third Party as soon as practicable after the Accident, regularly follow up the claim, assessment and repair process and provide R2D with such information as R2D reasonably requires;

(b) notify R2D of any pending insurer settlement and to contact R2D prior to signing any release, deed of release, settlement or similar document; and

(c) not release or purport to release (by signing a form of release or otherwise) the Third Party from any of the Hirer's rights and entitlements in respect to the Accident.

(d) return the vehicle in the event of travel extending beyond 3 days where the vehicle will not be used. An application for a subsequent hire vehicle arrangement can be made upon return. Failure to do so may result in the Hirer being personally liable for the Hire Charges during the travel period.

4.3 **Damaged Vehicle**

(a) The Hirer agrees to promptly notify R2D if the Damaged Vehicle is moved from one location or repairer to another location or repairer.

(b) The Hirer agrees to promptly notify R2D and arrange for collection of the Vehicle after receiving:

(i) notice that the repairs to the Damaged Vehicle have been completed; or

(ii) a total loss settlement in respect of the Damaged Vehicle, and if the Hirer does not notify R2D within the period required (which the Hirer acknowledges and agrees is usually within three (3) working days), the Hirer may be liable for the Hire Charges incurred thereafter.

(c) The Hirer acknowledges that:

(i) R2D is an independent company and does not represent any insurer or repairer; and

SAMPLE

(ii) R2D does not organise or coordinate nor is it liable or responsible for the repair, storage, movement or disposal of the Damaged Vehicle (which is the sole responsibility of the owner of the Damaged Vehicle).

4.4 **GST**

If the Damaged Vehicle is registered for business use or the Hirer is registered for GST and may claim an Input Tax Credit for the GST component of the Hire Charges, then the Hirer is liable for and must pay the GST component of the Hire Charges to R2D and then claim it back in the Hirer's next BAS.

5 Warranties

5.1 **General**

The Hirer warrants to R2D that:

(a) the Accident was a result of the negligence of the Third Party;

(b) to the best of the Hirer's knowledge, the information the Hirer has provided to R2D in connection with this Agreement (including in relation to the Damaged Vehicle and the Accident) is true, complete and correct;

(c) at the time of the Accident, the Damaged Vehicle was registered, the Hirer regularly drove the Damaged Vehicle and the Hirer held a valid and current Driver, Learner (L), Probationary or Provisional (P1 or P2) licence for the class of the Damaged Vehicle;

(d) the Hirer has suffered physical inconvenience and loss of amenity of use as a result of the Damaged Vehicle being unavailable for their use; and

(e) the Hirer has not relied on any promise, representation, inducement or conduct material to the entry by the Hirer into the Agreement other than as expressly set out in the Agreement with respect to any aspect of the hire, the Hire Charges or recovery process.

5.2 **Rideshare vehicles**

The Hirer warrants to R2D that:

(a) the Hirer has informed R2D that the Damaged Vehicle was used either exclusively or in part for rideshare purposes (if applicable) and that the Hirer intends to use the Vehicle for similar purposes; and

(b) the Hirer understands that it is the Hirer's responsibility to register the Vehicle as a commercial passenger vehicle and pay any applicable fee before using the Vehicle for rideshare purposes.

(c) as a rideshare operator the Hirer is compulsorily registered for GST and will be required to pay the GST component of any Hire Charges.

5.3 **Reliance**

The Hirer acknowledges that it is aware that R2D is relying on the warranties given by the Hirer in the Agreement (including the warranties in clauses 5.1 and 5.2) in agreeing to provide the Vehicle to the Hirer on credit and otherwise in agreeing to the obligations in the Agreement and in committing to the recovery process.

6 Acknowledgement, agreement and authorisation

By marking and signing below, the Hirer and R2D acknowledges and agrees that they have read, understood and agree to the terms and conditions set out in the Agreement and Authority to Act. Without limiting the forgoing, by initialling and signing this Agreement and the Authority to Act the Hirer acknowledges and/or agrees:

☐ all details on the Agreement and Authority to Act are accurate and correct

☐ understands the documents that are being signed

☐ will report any accident regardless of fault within 24 hours to retain $0 excess

☐ will return car refuelled and in a clean state

☐ will keep R2D updated as to the repairs/total loss settlement negotiations and payments

☐ the daily rate being charged by Right2Drive is noted

☐ if liable for GST, will pay the GST component of the Hire Charges to R2D and then claim it back in the Hirer's next BAS if the damaged vehicle is registered for business use or the Hirer is registered for GST and may claim an Input Tax Credit

☐ understands that the Hirer remain responsible for Additional Charges which includes GST, fuel, tolls and infringements

SAMPLE

☐ will assist with the recovery process as needed and understands that subject to the terms of the agreement upon recovery of the Hire Charges or the execution of a settlement agreement in satisfaction of the Hire Charges, the Hirer will be released from liability for the Hire Charges except for the additional charges for which the Hirer shall remain liable

☐ will not sign a Deed of Release or any document sent by the at fault party's insurer and will contact R2D by phone or email at claimsassessors@right2drive.com.au to ensure the Hirer's legal rights are not compromised

Executed as an Agreement			
Date		Signed by the Hirer	

SAMPLE

1 Definitions

Accident: The accident identified in the Details.
Additional Charges: The amounts payable for GST where the Hirer may claim an input tax credit for GST, tolls, traffic or parking infringement charges, fuel, cleaning, administration fees, excess, damage or any other amount for which the Hirer is liable for breach of the Agreement.
Agreement: The Agreement and Authority to Act, the Terms & Conditions of Use and the Rental Form.
Agreement and Authority to Act: The signed agreement and authority to act between R2D and the Hirer accompanying the Terms & Conditions of Use.
Authorised Drivers: The Hirer and any additional driver(s) identified in the Rental Form or notified to R2D after the hire has commenced, noting that R2D must hold a valid copy of the driver's licence for a driver to be considered an Authorised Driver.
BAS: Business Activity Statement lodged when registered for GST.
Credit Period: Unless otherwise agreed by R2D and the Hirer, the period of 7 days from the date of issuance of R2D's tax invoice.
Damage Cover: the cover you and an Authorised Driver have for damage to the vehicle, its theft and any third party loss, subject to payment of the excess and the exclusions in clause 11.2.
Damaged Vehicle: The damaged vehicle identified in the Details.
Details: The details set out at the beginning of the Agreement and Authority to Act.
GST: Goods and Services Tax or similar value added tax levied or imposed in Australia under A New Tax System (Goods and Services Tax) Act 1999 (Cth) or otherwise on a supply.
Hire Charges: The rental and other charges identified in the Rental Form, excluding for the avoidance of doubt the Additional Charges.
Hire Period: The period shown on R2D's tax invoice, representing:

(a) in the event that the Damaged Vehicle is assessed to be repairable, during the assessment and the repair process;
(b) in the event that the Damaged Vehicle is deemed to be a write-off, the period until settlement funds are received; or
(c) such other period as may be determined.

Interest Rate: An interest rate of 10% per annum.
Person: Includes an individual, a firm, a body corporate, a trust, an incorporated and unincorporated entity or an authority.
Personal information: Information or an opinion about an identified, or reasonably identifiable, individual. Such information may be sensitive information such as health information and information about racial or ethnic origin, political opinions, membership of a trade union or political association, religious beliefs or affiliations, philosophical beliefs, sexual preferences and criminal record.
Rental Form: The rental form to be signed by the Hirer.
Road Traffic Offences: Include single instances of high-level speeding (over 25 kilometres per hour above the posted or applicable speed limit) or multiple low-level incidents including fines for seatbelt and inappropriate mobile phone use.
Sealed Surface: A road, driveway or parking station sealed with a hard material such as tar, bitumen or concrete.
Serious Breach: A breach of this Agreement by the Hirer as particularised in clause 16.1.
Terms & Conditions of Use: These terms & conditions of use.
Third Party: The at fault driver(s) who caused the Accident or their insurer (if applicable).
Vehicle: The hire vehicle to be identified in the Rental Form (including its parts, components, and accessories), which is to be provided by R2D to the Hirer pursuant to the Agreement.
We, Us, Our or R2D: Right2Drive Pty Ltd ACN 159 590 986.
You, Your or Hirer: The hirer identified in the Details.
Young Driver Surcharge: This is a fee applicable to the hire if the hirer and/or authorised driver is under the age of 25 years.

2 Vehicle

2.1 You have requested, and R2D has agreed, that R2D will provide the Vehicle to You under the terms of the Agreement. This Agreement is not a contract for services.
2.2 R2D will make the Vehicle available to You for the Hire Period. On expiry of the Hire Period, You will be obliged to immediately return the Vehicle to R2D.
2.3 You acknowledge and agree that the Vehicle is not leased to You and that the Vehicle does not form any part of Your inventory.

3 Referral

You acknowledge that where a person has referred or recommended You to R2D, that person may receive a financial or non-financial benefit from R2D.

4 Rental Vehicle Driver Eligibility

4.1 Only an Authorised Driver may drive the Vehicle.

SAMPLE

4.2 You declare and warrant that You and each other Authorised Driver:
- (a) is no less than 16 years of age and You acknowledge that a Young Driver Surcharge applies for specific vehicles and
- (b) holds a valid and current Australian Driver, Learner (L), Probationary or Provisional (P1 or P2) licence for the class of Vehicle being hired under the Agreement and a driver with a non-Australian, Learner, Probationary or Provisional only drive the Vehicle with Our prior approval and You acknowledge that a surcharge applies in respect of such drivers (which is a Hire Charge); and
- (c) any conditions attached to the licence (eg the requirement to drive at all times with an interlock device) do not inhibit the ability to legally drive the vehicle provided.

4.3 You agree to provide to R2D a copy of the driver's licence of each Authorised Driver before they drive the Vehicle.

4.4 You agree to notify R2D immediately if the licence of any Authorised Driver is suspended, revoked or limited during the Hire Period for any reason (including pursuant to an order by a court) and You must also ensure that the Authorised Driver does not use the Vehicle.

5 Vehicle Wear and Tear

5.1 Prior to handing over the Vehicle to You, Our staff will conduct an inspection of the Vehicle with You and prepare the Rental Form noting the fuel level, km's and any existing damage to the Vehicle. You are required to take note of the condition of the Vehicle, identify any existing damage and sign the Rental Form.

5.2 R2D's Wear and Tear Guide sets out what we deem to be acceptable and unacceptable wear and tear.

5.3 R2D's Wear and Tear Guide can be found at right2drive.com.au/wearandtear or can be requested in hard copy.

6 Vehicle Use

6.1 The Vehicle may only be used for what it was designed for and must not be driven on any un-sealed or unmade roads.

6.2 The Vehicle may only be driven on a Sealed Surface and in no circumstances on beaches or through streams, dams, rivers or flood waters, on ice or snow-covered or affected roads, on flood prone roads or on any roadway in respect of which the police or any other government authority has issued a warning or caution.

6.3 You must not use the Vehicle:
- (a) for an illegal purpose;
- (b) to carry dangerous, hazardous, biohazardous, infectious, or inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
- (c) in a race or contest, including entering the vehicle onto a racetrack;
- (d) for towing, unless the Vehicle is fitted with an approved tow bar and any towing is conducted within the vehicle manufacturers towing specifications;
- (e) to carry or transport illegal drugs or substances;
- (f) in connection with the motor trade for experiments, tests, trials or demonstration purposes;
- (g) when it is damaged, unroadworthy, or unsafe;
- (h) to carry a greater load than that for which it was designed, built, registered, or licenced; or
- (i) to carry more persons than may be properly accommodated by the seat belt restraints.

6.4 You must not, and You agree that You will not:
- (a) sublet, re-hire, sell, lease or transfer any rights in the Vehicle to any other Person;
- (b) damage the Vehicle deliberately, maliciously or recklessly or allow anyone else to do so; or
- (c) modify the Vehicle in any way or make any alteration or addition to it.

6.5 You must drive the Vehicle in a safe manner and observe all road rules. You acknowledge that reports of unsafe driving may result in the hire being terminated and the Vehicle repossessed by Us.

6.6 You must not:
- (a) smoke or allow smoking at any time in the Vehicle (including vaping and electronic cigarettes); or
- (b) use the Vehicle to carry pets or animals, except accredited or trained assistance animals,

and extra cleaning and deodorising fees will apply for breach of this requirement.

6.7 You must only use the Vehicle for the same or similar purpose(s) that You would normally use the Damaged Vehicle (without limiting Your other obligations under this clause 6).

7 Maintenance, Security and Safety

7.1 You must:
- (a) keep the Vehicle locked and the keys under Your personal control when not in use;
- (b) take reasonable care of the Vehicle and do all things necessary to keep and maintain the Vehicle in its state and condition as at the commencement of the Hire Period, fair wear and tear excepted; and

SAMPLE

(c) immediately report to R2D any functional, maintenance and or servicing issues in respect of the Vehicle that You have become aware of.

8 Accident Damage, Breakdown and Repair

8.1 You must notify R2D as soon as practicable and in any event within 24 hours:
- (a) of any mechanical or structural fault on the Vehicle (including tyres, fluids, belts, hoses and lights) that You become aware of (including as indicated by any illuminated warning lights in the cabin of the Vehicle); or
- (b) if the Vehicle is involved in a collision, it is damaged in any way, or if it breaks down.

8.2 In the event of a breakdown of the Vehicle, a 24 hour breakdown assist contact number is located inside the Vehicle at the top of its windscreen on the driver's side.

8.3 You must not arrange to have the Vehicle towed or transported or arrange or undertake any repair of the Vehicle unless:
- (a) it is through the breakdown assist contact number referred to in clause 8.2;
- (b) We have authorised You to do so (and We will provide such authorisation if We consider it necessary to prevent further damage to the Vehicle, its theft, or loss by a third party); or
- (c) in the case of an emergency and Our consent cannot reasonably be obtained.

8.4 We will not reimburse You for the cost of repair, towing or transport costs unless You have complied with clause 8.3 and You have produced all receipts and information as We may require.

9 Vehicle Return

9.1 An inspection of the Vehicle will be carried out by Our staff with You at the end of the Hire Period. You are responsible for any new damage to the Vehicle identified upon inspection. If You do not make the Vehicle available to Us for collection upon request, You will be liable for the additional Hire Charges incurred each day until the Vehicle is returned, and any relocation and repossession expenses We incur to recover the Vehicle.

9.2 You must return the Vehicle with all of its original components and accessories. You are liable for the replacement cost of any missing components including, but not limited to, any head rest, SD card, vehicle key, logbooks, tools (including any Vehicle jacking equipment), spare tyres, telematics, roof racks and baby seats.

9.3 If upon request (or following the return of your repaired Damaged Vehicle or receipt of settlement proceeds) you fail to return the vehicle, we may consider the vehicle stolen and report it to the Police.

10 Fuel

10.1 You agree to return the Vehicle with the same amount of fuel as indicated on the Rental Form at the commencement of the Hire Period.

10.2 Should You fail to do so You agree to pay Us for the fuel required to return the fuel level to the original fuel level and any refuelling surcharge.

10.3 You must only use fuel prescribed for the Vehicle as identified in the Rental Form.

10.4 You agree to pay all costs of any resulting loss or damage to the Vehicle resulting from the use of incorrect fuel grade or type.

11 Your Liability for Loss and Damage

11.1 **Damage Cover Excess**
- (a) In the event of loss of or damage to the Vehicle and subject to clause 11.2, You will be liable for the lesser of the cost of the loss or damage or an excess of $1,000 plus a further $1,500 for drivers aged under 25.
- (b) Your liability under this clause will be reduced to $0 (if the Vehicle was not hired for rideshare purposes) or $2,500 (if the Vehicle was hired for rideshare purposes, whether or not it was being used for rideshare at the time) plus a further $1,500 for drivers aged under 25, upon incurring the daily excess reduction fee (which is a Hire Charge) and provided that:
  - (i) the accident is reported to Us strictly within 24 hours of occurrence;
  - (ii) clear, accurate and complete accident details (including description, date and time of accident, location of accident and details of any other parties involved if applicable) are provided to Us within 24 hours of occurrence; and
  - (iii) the driver of the Vehicle at the time was fully and properly licenced and an Authorised Driver (and You have provided a copy of their driver's licence to Us); and
  - (iv) the loss of or damage to the Vehicle was not malicious or incurred as a direct breach of the Agreement.

SAMPLE

11.2 **Damage Cover Exclusions**

Notwithstanding clause 11.1, You have no Damage Cover and are liable for:

(a) the loss of, and all damage to, the Vehicle (including the cost of repair to the Vehicle) and (if applicable) its replacement cost as a result of it being written off following an accident or not recovered as a result of its theft;

(b) the loss of or damage to any other property belonging to Us, You or a third party;

(c) investigation, appraisal and assessment fees;

(d) the cost of towing, recovering and storing the Vehicle; and

(e) all damage to Your property or the property of any person which is caused or contributed to by You, or which arises

(i) any Authorised Driver acts dishonestly or fraudulently;

(ii) the loss or damage resulted from deliberate, dangerous or reckless conduct by any Authorised Driver;

(iii) the loss or damage to the Vehicle or to third party property was caused or contributed to by a Serious Breach;

(iv) any Authorised Driver leaves the scene of an accident before exchanging details with all involved parties;

(v) any Authorised Driver fails to report an accident to the police or Us immediately;

(vi) the Vehicle has been involved in two or more incidents resulting in loss or damage;

(vii) the driver of the Vehicle at the time was not an Authorised Driver;

(viii) the driver of the Vehicle at the time was under the influence of drugs or had a blood alcohol content that exceeded the legal limit in the state, territory or country in which the Vehicle was driven;

(ix) before entering the Agreement, You failed to answer all Our questions truthfully, accurately and completely, or tell Us any information that You knew or should reasonably have known, that would be relevant to Our decision to hire a vehicle to you;

(x) the theft or attempted theft of the Vehicle occurred when the keys were left in or near the Vehicle whilst it was unattended by You;

(xi) there is any tyre, windscreen, headlight, roof or underbody damage; or

(xii) there is any water damage caused by the immersion of the Vehicle.

11.3 **Lost or misplaced keys**

If You lock the keys in the Vehicle or misplace or lose the keys or other part of or accessory to the Vehicle, You must reimburse Us the cost of recovering or replacing and or recoding them.

11.4 **No cover for personal items**

In the event of an accident or theft personal items damaged or stolen are not covered under this agreement.

12 Tolls, Traffic and parking Fines and Infringements

12.1 If the Vehicle travels through a toll collection point, and a personal Etag device is not fitted to the vehicle, you are liable for the applicable amount (which is an Additional Charge) together with an administration fee (which is a Hire Charge) to cover Our cost.

12.2 You are responsible for all traffic and parking fines and infringements (which are Additional Charges) for the duration of the Hire Period. If R2D is notified of a fine or an infringement during or after the Hire Period, R2D will provide necessary details to the notifying authority to nominate You as the driver liable for the infringement. R2D may charge an administration fee (which is a Hire Charge) to cover its costs in providing these details.

13 Our Liability

13.1 You may have consumer rights conferred by the Australian Consumer Law and neither this clause nor any other provision of the Agreement 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 You release and indemnify Us against any claim for loss or damage to any property stolen from the Vehicle or otherwise lost or damaged during the Hire Period or left in the Vehicle after its return to Us.

14 Accident and theft reporting

14.1 **Reporting an Accident or theft to Us**

(a) Where the use of the Vehicle results in an accident, a claim or dispute, or damage or loss to the Vehicle or any third-party property, or the Vehicle is stolen, You must report the Accident or theft to Us as soon as practicable but in no case more than 24 hours of it occurring and fully complete an Accident/Theft form.

(b) The Accident/Theft report form must be submitted to Us:

SAMPLE

(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.

14.2 **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.

14.3 **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 front and back 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; and

(h) permit and equip Us to claim in Your name under any applicable insurance or against any third party.

14.4 **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.

14.5 **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 of attempted theft.

14.6 **Consequences of delayed co-operation**

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

(a) the reporting obligations in clauses 14.1 and 14.2; and

(b) the obligations in clause 14.4 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 of theft claim and the prosecution or defence of any legal proceedings.

15 Payment of Charges

15.1 Within the Credit Period, You must pay Us:

(a) any amount payable by You under the Agreement, including the Hire Charges (if applicable) and any Additional Charges;

(b) any amount paid or payable by Us arising out of Your use of the Vehicle (including any fuel, toll or traffic or parking fine or infringement, cleaning, excess or damage); and

(c) any amount for which You are liable to Us for any Serious Breach, and any failure to make timely payment in full will attract interest on any overdue amounts at the Interest Rate.

15.2 We will take reasonable steps to notify You of any Additional Charges (including without limitation, charges for unpaid traffic or parking infringements, tolls, costs of repairs and excess cleaning, etc.) that We receive notice of. We will use best endeavours to levy such Additional Charges for unpaid traffic or parking infringements, tolls, costs of repairs and cleaning, etc.) that We

SAMPLE

receive notice of. We will use best endeavours to levy such Additional Charges no later than 30 days after the end of the Hire Period, or no more than 30 days after we receive notice of those charges, whichever is the later.

15.3 As security for the payment of the Hire Charges and any Additional Charges, You must provide Your credit card details to Us prior to the commencement of the Hire Period and You authorise Us to pay the Hire Charges and any Additional Charges payable by You by debiting such amount from the card.

16 Serious Breach and Termination of Agreement

16.1 **Serious Breach**

You and any Authorised Driver commit a Serious Breach of this Agreement if there is a breach of any of the following:

(a) clause 4.1 (Authorised drivers);
(b) clause 4.2(a) (age requirement);
(c) clause 4.2(b) (licence requirements);
(d) clause 4.4 (notification of licence suspension, revocation, or limitation);
(e) clauses 6.1 to 6.5 (vehicle use);
(f) clause 7.1(a) (keeping vehicle locked and keys under your control);
(g) clause 7.1(b) (reasonable care)'
(h) clause 7.1(c) (immediate report of functional, maintenance or services issues);
(i) clause 8.3 (unauthorised towing or repair);
that causes Damage, theft of the Vehicle or Third Party Loss; or
(j) clause 14 (Accident and theft 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.

16.2 **No Damage Cover**

If You or any Authorised Driver:

(a) commit a Serious Breach of this Agreement; or
(b) drive the Vehicle in a reckless manner so that a substantial breach of road safety legislation has occurred or in a manner that is likely to pose a real danger to You or the lives of any other person,
You and any Authorised Driver:
(i) have no Damage Cover;
(ii) are liable for all Damage, theft of the Vehicle and Third Party Loss; and
(iii) are liable for and must pay any additional costs or expenses We incur in recovering the Vehicle.

16.3 **Our right to terminate**

We may immediately terminate the Agreement if we are of the understanding or reasonable opinion that:

(a) there has been a Serious Breach;
(b) there has been a breach of clause 16.2(b);
(c) Road Traffic Offences have been committed;
(d) your licence has expired during the course of the hire, and You have failed to provide a copy of your renewed licence;
(e) You have made any admission of liability in respect to the Accident; or
(f) the Hire Charges will not be fully recoverable from the Third Party for any reason whatsoever.

16.4 **Your right to terminate**

You may immediately terminate the Agreement if We have breached its terms and failed to remedy such breach within twenty (20) working days of receiving notice of such breach from You.

16.5 **Consequences**

(a) If the Agreement is terminated in accordance with clause 16.3, then:
(i) We may take immediate possession of the Vehicle;
(ii) You must pay all costs to replace or rectify the Vehicle to its state and condition as at the commencement of the Hire Period;
(iii) You must pay all reasonable costs for towing, storage and recovery of the Vehicle; and
(iv) any unrecoverable Hire Charges and the Additional Charges will become immediately due and payable by the Hirer to R2D.

(b) If the Agreement is terminated in accordance with clause 16.3(c) or 16.3(d) (other than due to a breach by the Hirer of clause 4.2 (b) of the Agreement and Authority to Act), then:
(i) any unrecoverable total Hire Charges (including where the Hirer's failure to cooperate results in a settlement for a reduced sum with the Third Party); and
(ii) the Additional Charges, will become immediately due and payable by the Hirer to R2D.

(c) If the Agreement is terminated in accordance with clause 16.3(d) due to a breach by the Hirer of clause 4.2(b) of the Agreement and Authority to Act, then:
(i) the total Hire Charges for any day or days after the repairs were completed or after the Hirer received

SAMPLE

notification of a total loss settlement; plus

(ii) the Additional Charges, will become immediately due and payable by the Hirer to R2D.

(d) If the Agreement is terminated in accordance with clause 16.1(e), only the Additional Charges will become immediately due and payable by the Hirer to R2D.

17 Dispute Resolution

17.1 If You wish to dispute a charge or otherwise make a claim against Us, You agree to first notify Us in writing of the nature of the dispute or claim and provide Us with such particulars and evidence as We reasonably require.

17.2 You agree to discuss and negotiate Your dispute or claim in good faith with Us, within ten (10) working days of giving Us notice of Your dispute or claim.

18 Privacy statement and Consent

18.1 **Purposes for collecting, disclosing and using Personal Information**

(a) R2D may collect, disclose and use the Hirer's Personal Information for the purposes set out in this clause 18.

(b) R2D collects, discloses and uses the Hirer's Personal Information in order to provide the Hirer with its accident replacement vehicle services in connection with the Agreement.

(c) R2D may also collect, disclose and use the Hirer's Personal Information in connection with the Agreement for the following purposes:

(i) to assess and process the Hirer's application for an accident replacement vehicle;

(ii) to facilitate claims on the Hirer's behalf for the costs of R2D's services with the Third Party (including by disclosing the Hirer's Personal Information to such persons);

(iii) to execute instructions;

(iv) to manage R2D's relationship with the Hirer (whether online or in person);

(v) to comply with legislative or regulatory requirements;

(vi) to identify the Hirer; and

(vii) for any internal processes including claims assessments, product development, strategic planning, risk management and pricing.

(d) R2D may also collect, disclose and use the Hirer's Personal Information (unless the Hirer tells R2D not to) to identify or contact the Hirer to discuss other products and services that could be of interest to the Hirer or the company it represents.

(e) The Hirer acknowledges that if it does not provide R2D with its Personal Information, R2D may be unable to provide the Hirer with its services or deal with any insurer on the Hirer's behalf.

18.2 **Providing information about another person**

When the Hirer gives R2D Personal Information about another person, other than the Third Party:

(a) the Hirer represents that they are authorised to do so; and

(b) the Hirer agrees to inform the person that R2D has collected their Personal Information as part of this Agreement and of the contents of this clause 18.

18.3 **Persons with whom Personal Information is disclosed**

(a) R2D may disclose the Agreement or the Hirer's Personal Information with:

(i) any relevant insurer(s) in order to facilitate a claim on the Hirer's behalf for the costs associated with hiring an accident replacement vehicle from R2D.

(ii) R2D's related bodies corporate, agents, contractors, service providers or external advisers;

(iii) any other persons related to the Accident (including the police);

(iv) insurers, reinsurers, loss adjusters, assessors and underwriters;

(v) any organisation responsible for the processing of traffic related infringements or road tolls, to the extent that these fees apply to the Vehicle;

(vi) investigators;

(vii) any person R2D considers necessary to execute the Hirer's instructions;

(viii) any person who is considering whether to acquire or who has acquired any part of R2D's business, or the rights or obligations under the Agreement;

(viii) law enforcement, regulatory and government bodies as permitted or required by law in Australia or over seas; and

(ix) overseas recipients who provide services and products to R2D and for administrative, data storage or other business management purposes.

(b) It is not practicable to list all of the countries to which the Hirer's information may be transmitted from time to time, but the Hirer's Personal Information may be transmitted between Australia, New Zealand, the United Kingdom, the

SAMPLE

Philippines, India and other countries.

(c) R2D may also disclose the Hirer's Personal Information (unless the Hirer tells R2D not to) to any other persons (including R2D's related bodies corporate, agents, contractors, service providers, external advisers and third parties) to identify or contact the Hirer to discuss other products and services that could be of interest to the Hirer or the company it represents.

(d) The Hirer acknowledges that:

(i) it consents to R2D collecting, disclosing and using the Hirer's Personal Information for the purposes set out in this clause 18; and

(ii) if R2D discloses the Hirer's Personal Information to any other person for the purposes set out in this clause 18, R2D will, to the extent permitted by law, not be accountable under the Privacy Act 1988 (Cth) for any misuse, interference or loss or unauthorised access, modification or disclosure of the Personal Information by that other person.

18.4 **Hirer's rights**

(a) The Hirer has the right to:

(i) request access and corrections to its Personal information held by R2D; and

(ii) make a complaint about the way in which R2D has managed the Personal Information.

(b) R2D's Privacy Policy sets out how to make an access request or complaint, and how such requests or complaints are handled.

(c) R2D's Privacy Policy can be found at right2drive.com.au/privacy or can be requested in hard copy.

(d) The Hirer may also gain access to, seek correction of, or to complain about the handling of Personal Information that R2D holds about the Hirer by contacting R2D's Privacy Officer at:

Privacy Officer,
52 Translink Drive
Keilor Park VIC 3042 Australia
or by email to:
privacyofficer@movigo.com.au

19 Waiver

A right or entitlement under the Agreement can only be waived expressly in writing.

20 Governing law and jurisdictions

The Agreement is governed by the laws of the state or territory within Australia in which the Vehicle was hired. The Hirer and R2D agree that courts in that state or territory have non-exclusive jurisdiction to determine any dispute that arises between them.

SAMPLE

RENTAL AGREEMENT

Right2Drive
accident loan cars

Branch Location	
RA Number	

Driver Details

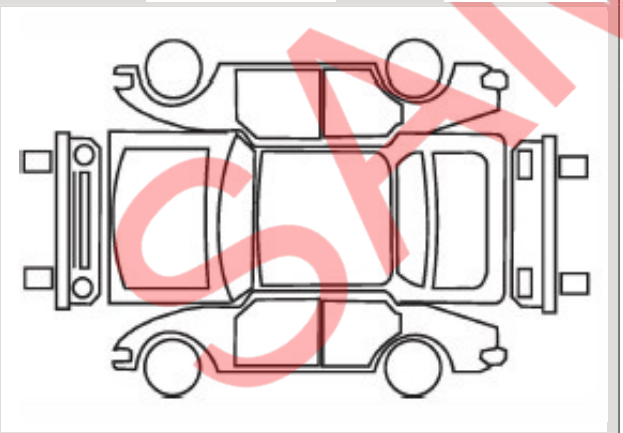
First Name			
Last Name			
Address			
Suburb		State	
Postcode		DOB	
Licence No.			
Expiry		State	
Mobile Phone		Phone	

Additional Driver Details

First Name			
Last Name			
Mobile Phone			
DOB			
Licence No.			
Expiry		State	

Vehicle Condition

Fuel Grade			
Clean		Fuel Level	



Vehicle Options	

Rental Details

Delivery Location			
Pick Up Location			
Make		Model	
Year		Registration	
Date Out		Date In	
Time Out		Time In	
KMs Out		KMs In	
Rental Will Be Charged To			

Rental Charges

KMs (Daily Rate)			
Days		@	

Other Charges

GST (10.00%)	

ALL VEHICLES ARE NON SMOKING, $250 DETAILING FEE WILL APPLY.

CHARGES ARE SUBJECT TO GST

Declaration

I have read and agree to be bound by the Right2Drive Vehicle Terms of Use in the "Agreement and Authority to Act" and I understand that Right2Drive may charge full excess if my disclosure is fraudulent.

Checked Out By	
Checked In By	
Hirer Signature	

SAMPLE