

Rental agreement

Terms and Conditions

1 Agreement

- 1.1 This is an Agreement between You ('You' includes any additional renters and authorised drivers identified on page 4) and the Company identified on page 3 (**Company**) to rent the **Vehicle** identified on page 4 including all its accessories, tools, tyres and equipment as well as any replacement vehicle.
- 1.2 This Agreement (including any addendum or memorandum) shall be read and construed in its entirety and shall constitute the entire agreement between the Company and You and shall supersede all other provisions, terms, warranties or conditions contained in any other agreement, brochure, promotion, website advertisement or any other document.
- 1.3 This Agreement shall be governed by the laws of Queensland. Any actions, claims, demands or suits arising out of or in respect of this Agreement must be brought in the courts in Brisbane, Queensland.

2 Return of Vehicle

- 2.1 You agree to return the Vehicle to the Return Location at the Return Time on the Return Date.
- 2.2 If You return the Vehicle to another location, You will be charged for all costs associated with transporting or towing the Vehicle to the Return Location unless otherwise agreed by the Company.
- 2.3 The Company must agree in writing to any extension of the rental period beyond that specified on page 1 prior to the Return Date otherwise the Vehicle will immediately be reported to the police as stolen.
- 2.4 If you return the Vehicle late without the Company's permission, You will be charged for the late return at a rate equivalent to double the daily standard gross rental charge for the Vehicle, plus the daily rate charge applicable to Reduction Option 1.
- 2.5 The Company may take possession of the Vehicle at its sole discretion without prior demand to You and at your expense if there has been a breach of any terms or conditions of this Agreement or if the Vehicle is illegally parked, used in violation of the law or is apparently abandoned, if the seal of the odometer is broken, or otherwise tampered with. You will be responsible for an extra charge based on 500kms per day at 32.5 cents per kilometre, but also for any cost of repairing or replacing the odometer.
- 2.6 If you attempt to return the Vehicle to the Return Location and it is not open for business at the time You return the Vehicle, the Vehicle will be deemed to have been returned at the time when that Return Location next opens for business. The rental shall continue until that time. You shall remain fully responsible for the Vehicle unless other arrangements has been agreed to in writing by the Company.
- 2.7 The Vehicle must be returned with the amount of fuel equal to that at the time of the rental. If the Vehicle is returned with less fuel the difference will be charged at \$3.30 per litre which may include a service component unless prior arrangements have been made and noted on page 1.
- 2.8 You must only use the fuel specified by the manufacturer of the Vehicle. Using bio-diesel, ethanol or any organic hybrid fuel is strictly considered the wrong fuel type. All costs associated with the use of this fuel including contaminated fuel will be at Your sole expense.

3 Vehicle condition on return

- 3.1 You acknowledge that the Vehicle is the sole property of the Company and that at the time of receipt of the Vehicle by You it was in good running condition and fit for the purpose for which You required it and You ascertained this on your own inspection of the Vehicle and not as a result of any representation made by the Company, its employees or agents.
- 3.2 You acknowledge that the only existing damage to the Vehicle at the commencement of this Agreement is that detailed on the Vehicle Condition Report. It is essential that all existing damage is noted by You on the Vehicle Condition Report. Any damage which has not been noted on the Vehicle Condition Report will constitute damage which has occurred subsequent to the commencement of this Agreement for which You shall be charged.
- 3.3 You agree to return the Vehicle in the same condition, except for ordinary wear and tear (not including windscreen or tyre damage) together with its tools, tyres, accessories and equipment on the Return Location on the Return Date specified on page 1 (or sooner, if demanded by the Company).

4 Unauthorised and prohibited Use of the Vehicle

- 4.1 The following persons must not drive the Vehicle:
 - (a) A person who is not identified on page 1 as either the Hirer, Joint Hirer or Authorised Driver.
 - (b) A person who does not have a valid license or is not licensed to drive the hired class of vehicle.
 - (c) A person whose blood alcohol concentration exceeds the lawful percentage whilst driving the Vehicle.
 - (d) A person who is driving the Vehicle whilst under the influence of a drug, intoxicating liquor or substance.
 - (e) A person who has given or for whom You have given a false name, age, address or driver's licence details.

- (f) A person whose driver's licence has been cancelled, endorsed or suspended within the last 3 years.
- (g) A person who has not held an open class driver's licence for any class of vehicle for less than one year.
- (h) A person who uses or intends to use the Vehicle for an illegal purpose, race, contest or performance test of any kind.

4.2 The Vehicle must not be used in the following circumstances:

- (a) Any area outside the Area of Use shown on page 1.
- (b) Any unsealed roads or off-road conditions unless authorised by the Company in the Area of Use on page 1.
- (c) The carriage of any persons for hire or the carriage of any inflammable, explosive or corrosive materials.
- (d) Pushing or towing any vehicle, trailer, boat or other objects unless the Company has authorised such use in writing.
- (e) The carriage of any greater load and/or persons and/or for a purpose for which the Vehicle was designed and constructed or in contravention of any state regulation.
- (f) The carriage of any animal in the Vehicle unless authorised in writing or noted on page 1 in **Special Conditions**.
- (g) The use of the Vehicle for racing, pacemaking, reliability trials, speed trials, hill climbing or being tested in preparation for those activities.
- (h) The use of the Vehicle in a dangerous, wilful or reckless manner.
- (i) The use of the Vehicle in contravention of any legislation or regulation controlling vehicular traffic.
- (j) The use of the Vehicle in an unsafe or unroadworthy condition.

5 Change of Vehicle

Should the Vehicle booked be unavailable for any reason, the Company reserves the right to substitute an alternative vehicle without prior notification and at no extra cost to You. This shall not constitute a breach of contract.

6 Accidents

- 6.1 In the event of an accident You must:
 - (a) record the Time/Date/Location;
 - (b) record the other parties full names, addresses, vehicle registrations, car types as well as any property damage in circumstances where the accident did not involve another motor vehicle;
 - (c) record the name of their insurance company;
 - (d) not admit liability;
 - (e) notify the nearest police station within 24 hours of the accident;
 - (f) promptly report the accident within 48 hours to the Company at the location where the Vehicle was hired; and
 - (g) fully complete and sign the Accident Report Form (located in the Vehicle).
- 6.2 If You do admit liability for any claim, loss or demand You agree that such admission is a breach of this Agreement.
- 6.3 In the event of an accident, the towing and retrieval of the Vehicle to the closest Company depot is at Your expense up to the amount of your Liability Waiver where it applies or for the full amount where it doesn't apply. There is no refund for monies paid for the unused portion of the rental period.
- 6.4 A minimum administration fee of \$250 per accident file will apply (to cover the costs of processing).

7 Damage Waiver

- 7.1 You will receive the benefit of the Company's insurance with its insurer in respect of damage to the Vehicle or damage to any third party property other than any property owned by You (or any friend, relative, associate or passenger) or any property in your physical or legal control provided You:
 - (a) have paid the minimum Liability Waiver set out on page 1 (regardless of who is at fault);
 - (b) are not in breach of this Agreement and have not caused any other person to have acted in a manner which is in contravention of this Agreement;
 - (c) are not covered under any other policy of insurance;
 - (d) have provided such information and assistance as may be requested by the Company's insurer.
- 7.2 If cover is provided You authorise the Company's insurer, at its sole discretion, to defend or settle any legal proceedings. The Company's insurer shall have the sole conduct of any proceedings. Any such

- 7.3 proceedings shall be brought or defended in your name or the name of the Authorised Driver.
- 7.4 Regardless of whether cover is provided, You will remain responsible for the cost of demurrage for the period the Vehicle is unavailable due to repairs.

8 Cleaning

The Vehicle must be returned in a reasonable state of cleanliness or You may be charged a cleaning fee up to \$60. Smoking is not permitted in the Vehicles or a cleaning & deodorising process will be necessary at a charge of \$60.

9 Kilometre Allowance

The Kilometre Allowance per day and Charge Per Excess Kilometre Fee is indicated on Rental Vehicle Agreement Part A. The applicable Excess Kilometre Fee is payable by You to the Company on return of the Vehicle.

10 Your Obligations

- 10.1 You (including any authorised driver and/or joint hirer) are jointly and severally responsible for compliance with terms and conditions of this Agreement.
- 10.2 By entering into this Agreement You are responsible for and irrevocably authorise the Company to debit the credit card provided on page 1 or any other credit card provided and You will pay the Company on demand any balance with the following charges:
- (a) the rental charges specified on page 1 (must be cleared funds before a vehicle is delivered);
 - (b) all charges claimed by the Company in respect of parking and/or any other traffic violations incurred during the period of time or until such later time as the Vehicle is returned to the Company. An additional administration fee of \$99 per final infringement will apply to cover the costs of processing;
 - (c) all charges claimed by the Company in respect of toll evasion incurred during the period of time or until such later time as the Vehicle is returned to the Company. An additional administration fee of \$10 per trip will apply to cover the cost of processing;
 - (d) all costs associated with the repossession of the Vehicle;
 - (e) all costs associated with the breaking of any special conditions set out on page 1;
 - (f) all costs associated with the early return or termination of the Rental Agreement until the end of the period specified on page 1;
 - (g) all late fees associated with the return of the Vehicle outside of the normal Rental Agreement;
 - (h) a fee of up to \$2.00 per kilometre for the relocation of all Vehicles up to the point they are dropped off to the Company;
 - (i) all repairs to the Vehicle unless they are authorised in writing by the Company prior to the repair date;
 - (j) all loss or damage to the Vehicle (including the loss of use of that Vehicle – 'demurrage'), legal expenses, assessment fees, towing and recovery, consequential third party damage, storage, company service charges, any appraisal of the vehicle and the loss of any use of the vehicle where:
 - (i) You have breached this Agreement;
 - (ii) the Vehicle is involved in a Single Vehicle Incident unless the Company waives such loss to the Single Vehicle Incident Liability amount shown on page 1 (which amount will apply in addition to the Standard Liability Charge noted on page 1). A Single Vehicle Incident is defined as any incident where the Vehicle suffers loss or damage as a result of an impact with any object when animate or inanimate except another vehicle which can be fully identified and details of which have been provided by You or on your behalf to the Company;
 - (iii) You have been deemed negligent in any action thereby resulting in damage to the Vehicle or third party property;
 - (iv) You have damaged the Vehicle by any wilful or reckless misconduct;
 - (v) You have left the Vehicle unlocked or left the keys in the Vehicle;
 - (vi) You have not kept the key secure and under your personal control;
 - (vii) the underbody of the Vehicle is damaged regardless of cause except where there is a collision with another vehicle;
 - (viii) the Vehicle is totally or partially immersed in water regardless of the cause;
 - (ix) the interior of the Vehicle is damaged regardless of the cause, including by water due to the convertible roof (if any) being opened or left open, except where there is a collision with another vehicle;
 - (x) the tyres of the Vehicle are damaged other than by normal wear and tear;
 - (xi) You have failed to maintain all fluid and fuel levels of the Vehicle or failed to immediately rectify or report to the Company any defect in the Vehicle of which you have become or ought to have become aware;
 - (xii) the Vehicle is damaged by loading or unloading, normal wear and tear excepted;
 - (xiii) the exterior of the Vehicle including but not limited to the roof is damaged regardless of cause except where there has been a collision with another vehicle.

- 10.3 If You have paid by use of a credit card, or directed the Company to bill the charges to some other person, corporation, firm or organisation who or which fails to make payment when due, You will immediately pay the full amount due to the Company on demand.
- 10.4 You irrevocably agree and authorise the Company to use the credit card/s provided for payment of any amount due under this Agreement even if a signed credit card voucher has been returned.

11 General Provisions

- 11.1 Immediately upon receipt, You must provide the Company with every summons, complaint or paper in relation to any accident or loss involving the Vehicle.
- 11.2 You will not refuse or fail to take any blood analysis or breath test requested by the police or as required by law.
- 11.3 You acknowledge that the Company relies on the truth of your representations in this Agreement.
- 11.4 You irrevocably release and hold harmless the Company, its employees and agents from all claims for loss or damage to personal property owned by You or others left in the Vehicle, or which is received, handled or stored by the Company at any time before, during or after the rental period, whether due to the Company's negligence or otherwise.
- 11.5 Except as provided by law, You or passengers in the Vehicle are not the agent, servant or employee of the Company for any purpose whatsoever.
- 11.6 The Company gives no express warranties in relation to the Vehicle. Certain conditions and warranties are imported by statute, whether Commonwealth or State, which cannot be excluded, restricted or modified, such as those under the Trade Practices Act 1974. Where the Company is permitted to limit its liability under those statutes for breach of any implied condition or warranty, the Company limits its liability to replacement, repair or re-supply of the Vehicle. All warranties, conditions and other obligations which may otherwise be implied are expressly excluded by this Agreement in their entirety.
- 11.7 The Company is not liable to You or any other person for any indirect, special, incidental or consequential loss relating to this Agreement. In the event of no alternative vehicle being available to You the Company's liability is limited to a refund of the rental charge or in the case of mechanical failure (unless caused by You) the remainder of the rental period.
- 11.8 No right of the Company under this Agreement can be waived except by writing of an authorised officer of the Company.
- 11.9 Notwithstanding any other provision of this Agreement, a goods and services tax (**GST**) or any similar tax, stamp duty or any other tax, duty, surcharge, levy or fee (**charges**) imposed by Local, State or Federal Government that is charged and collected by the Company is imposed anywhere in Australia and has application to any supply or use made under or in connection with this Agreement or in relation to the use or the likely use of any roads, facilities or other infrastructure by You or in relation to the provision of rental or other services to You .
- 11.10 You acknowledge that your interest in the Vehicle is as a bailee of the Company only and that You agree not to part with possession, dispose of, encumber or assign any right or interest in the Vehicle and not create any lien on the Vehicle for repairs.
- 11.11 Words used in this Agreement to denote any gender shall include all genders, singular words including the plural, and noted on page 1.
- 11.12 You and/or the Authorised Driver agree to indemnify the Company from and against any or all claims, demands, actions, liabilities, losses, costs and expenses (including, but not limited to legal costs on an indemnity basis), incurred by the Company as a consequence of any breach by You or the Authorised Driver of this Agreement or the failure for whatever reason of the due and punctual performance of your obligations under this Agreement.
- 11.13 We accept Visa and Mastercard which will incur an additional 1.65% surcharge on any transaction.
- 11.14 You acknowledge that the Company has not in any way represented itself to You as an entity carrying on the business of insurance.
- 11.15 You must make yourself available to assist the company in any actions mentioned in this agreement that may arise out of your hire of the vehicle.
- 11.16 Either party may terminate the Rental Agreement at any time if the other party breaches the Rental Agreement.

12 Privacy Notice

The Company has always valued the privacy of personal information. When we collect, use, disclose or handle personal information, we will be bound by the Privacy Act (Commonwealth). The Company collects personal information to offer, provide, manage and administer its services and products. The Company discloses personal information to third parties who we believe are necessary to assist us in providing the relevant services and products to our customers. However, we limit the use and disclosure of any personal information provided by us to such third parties for the specific purpose for which it was supplied. The Company will not release your personal information to anyone other than to which we have already identified. If you would like a copy of our Privacy Policy, or you wish to seek access to or correct the personal information we collect or disclose a value, please contact The Company.

ROADS AND MARITIME SERVICES TERMS AND CONDITIONS

Roads and Maritime Services (ABN 76 236 371 088) (RMS), through Rental Co as RMS' agent, offers an E-Toll Facility to You on these RMS Terms and Conditions which comprise:

- the RMS E-Toll Facility Terms and Conditions; and
- the RMS Privacy Consent and Agreement.

I have read, understood and agree to be bound by these RMS Terms and Conditions, including the obligation to pay RMS a Service Fee of \$3.30 for each calendar day on which the Vehicle incurs a Toll.

Signature

Name in full

Date

RMS E-TOLL FACILITY TERMS AND CONDITIONS

1. Your E-Toll Facility

- Your E-Toll Facility is provided by RMS to You to enable You to pay Tolls and Fees relating to the E-Toll System in accordance with these RMS Terms and Conditions.
- In order to use Your E-Toll Facility, You or Your Authorised Driver must travel in an Electronic Tolling Lane.
- You remain responsible at all times for the acts and omissions of any Authorised Driver, any other person using the Vehicle or any Authorised Representative using or operating Your E-Toll Facility, including for any Tolls and Fees they incur.
- A Tag may be installed in Your Vehicle as part of the E-Toll Facility. The Tag is the property of RMS. You must not use any other tag in the Vehicle or register for any other electronic or video tolling product in relation to the Vehicle. If You do use another tag or electronic or video tolling product, You will still be charged Tolls and Fees by RMS under these RMS Terms and Conditions and You may be charged other amounts by the provider of the other tag or electronic or video tolling product used.

2. Payments, fees and charges in connection with Your E-Toll Facility

- You must pay the following amounts to RMS in connection with the use of Your E-Toll Facility:
 - all Tolls (it is Your responsibility to be aware of all Tolls payable in connection with the use of a toll road);
 - the Service Fee for each calendar day on which the Vehicle incurs a Toll using Your E-Toll Facility (part of which is paid by RMS to Rental Co);
 - a Processing Fee in the circumstances described in clause 5(b);
 - a Dishonour Fee in the circumstances described in clause 3(c); and
 - any other costs reasonably incurred by RMS in enforcing its rights under these RMS Terms and Conditions, including any fees or charges imposed by a third party on RMS where You have refused or failed to pay any amount under these RMS Terms and Conditions.
- You acknowledge that if You fail to pay any Tolls or Fees as required by these RMS Terms and Conditions, RMS may refer that failure to a Credit Reporting Agency.

3. Payment methods and authority

- You:
 - promise to RMS that You are authorised to use the Nominated Card to meet Your payment obligations under these RMS Terms and Conditions; and
 - authorise RMS to debit amounts from, or credit funds to, the Nominated Card in respect of Tolls and Fees and other amounts payable to, or from, RMS under these RMS Terms and Conditions.
- RMS will debit Tolls and Fees from the Nominated Card as soon as practicable after the relevant Tolls and Fees are incurred or, where applicable, notified to RMS by a toll road operator.
- If:
 - there are insufficient funds available in the Nominated Card to meet Your payment obligations under these RMS Terms and Conditions; or
 - a transaction on the Nominated Card is declined for any reason, save for:
 - the negligence of, or wilful misconduct by, RMS or any of its officers, employees or agents; or
 - an RMS systems error,

You will be charged a Dishonour Fee by RMS and You (or, if relevant, the Nominated Card Holder) may be charged fees, charges and interest by

Your financial institution or, if relevant, the financial institution of the Nominated Card Holder.

- You must ensure that You immediately provide RMS with details for an alternative Nominated Card, which can be used to meet Your obligations under these RMS Terms and Conditions, and an authority for RMS to debit the alternative Nominated Card, if:
 - the existing Nominated Card is cancelled, suspended or is otherwise not useable; or
 - the existing Nominated Card Holder cancels Your authorisation to use the existing Nominated Card.

4. Errors in charging Tolls and Fees

- If RMS incorrectly credits You with, or pays to You, an amount in connection with Your E-Toll Facility RMS may recover that amount from You provided that RMS has given You 10 days prior written notice of its intention to do so.
- RMS will pay, within a reasonable time, any refund due to You in connection with Your E-Toll Facility by such method as RMS may reasonably choose.

5. E-Toll Facility Transaction Summary

- You may view a Transaction Summary without charge at any time by logging on to www.myetoll.com.au.
- If You request that RMS provides a Transaction Summary to You, You will be charged the applicable Processing Fee for the method of delivery elected by You (if that method is stated to be available).

6. Lost, stolen or malfunctioning Tags

- You must immediately inform Rental Co if either of the following occur:
 - the Tag is lost or stolen or You become aware that the Tag malfunctions or is in any way defective; or
 - the Vehicle is lost or stolen.
- If You inform Rental Co that the Tag is malfunctioning or is in any way defective, Your E-Toll Facility will still enable You to use the E-Toll System and to pay Tolls and Fees in accordance with these RMS Terms and Conditions and You will continue to be liable for Tolls and Fees.
- If the Tag or the Vehicle is lost or stolen and You have immediately informed Rental Co, You will not be liable for Tolls and Fees incurred by that Tag or Vehicle from the time that You have informed Rental Co.

7. GST

- Unless otherwise indicated, all Tolls and Fees are inclusive of GST.
- If GST is stated as not to be inclusive, You are liable for any GST payable.

8. General

- New South Wales laws govern these RMS Terms and Conditions.
- Unless agreed otherwise, if You, an Authorised Driver or Authorised Representative need to notify RMS of any matters or make a request in relation to Your E-Toll Facility, it must be made in writing by mail, email or facsimile. All notice details are contained on www.myetoll.com.au or You may call 131 865. Notification is effective only upon RMS' receipt of written confirmation.

9. Definitions

In these RMS Terms and Conditions, except where the context otherwise requires:

"Authorised Driver" means each "Hirer", "Customer", "Driver" or "Additional Driver(s)" specified in Your Rental Agreement.

"Authorised Representative" means an individual who is 18 years or older and who is authorised by You to use and access Your E-Toll Facility.

"Company" means Alpha Car Hire Australia Pty Ltd (ABN 23 610 564 040)

"Credit Reporting Agency" means a corporation that carries on a credit reporting business.

"Dishonour Fee" means a fee of \$1.15.

"Electronic Tolling Lane" means a Tolling Lane which is designated as permitting the payment of Tolls by electronic means.

"E-Toll Facility" means the facility described in clause 1(a).

"E-Toll System" means the entire system relating to electronic tolling operated by RMS, any operator of a toll road or any Tag Issuer or Pass Issuer.

"Fees" means each of the fees and costs (and any taxes applicable to them) described in clauses 2(a)(i) - 2(a)(v) inclusive of these RMS Terms and Conditions.

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

"Nominated Card" means a valid credit card or MasterCard or Visa branded debit card nominated by You as the source of payment for all Tolls and Fees.

"Nominated Card Holder" means a person other than You who holds a Nominated Card.

"Pass Issuer" means a toll road operator that uses the E-Toll System and issues, or an entity that does not operate a toll road but issues, passes or other electronic or video tolling products for the purpose of the E-Toll System.

"Processing Fee" means in relation to a Transaction Summary delivered:

- by mail, a fee of \$5.00; or
- by email, a fee of \$2.20.

"Rental Agreement" means the agreement entered into between You and Rental Co comprising the document titled "Rental Agreement" and any other document given to You by Rental Co at Vehicle pick-up.

"Rental Co" means Alpha Car Hire Australia Pty Ltd (ABN 23 610 564 040).

"RMS Terms and Conditions" means these Roads and Maritime Services Terms and Conditions which comprise the "RMS E-Toll Facility Terms and Conditions" and the "RMS Privacy Consent and Agreement".

"Service Fee" means a fee of \$3.30.

"Tag" means the RMS device installed in the Vehicle to enable the payment of Tolls by electronic means.

"Tag Issuer" means a toll road operator who uses the E-Toll System and issues tags, or an entity that does not operate a toll road but issues tags for the purpose of the E-Toll System.

"Toll" means all toll charges or other fees and charges imposed by the operator of a toll road for, or taxes payable in respect of, each Trip taken by the Vehicle during the period in which You have hired the Vehicle.

"Tolling Lane" means a lane on a toll road at a toll collection point.

"Tolls and Fees" means all Tolls and Fees and any other payments, amounts or charges referred to in these RMS Terms and Conditions.

"Transaction Summary" means a summary of the transactions (including the Tolls and Fees incurred) on Your E-Toll Facility.

"Trip" means the driving of a Vehicle past a toll collection point.

"Vehicle" has the same meaning given to that term in Your Rental Agreement.

"You" or "Your" refers to the person(s) who have agreed to be bound to these RMS Terms and Conditions and with whom the Rental Agreement is made.

10. Interpretation

- (a) Headings are for convenience only and do not affect interpretation. Any use of the singular includes the plural and the converse applies. A gender includes all genders.
- (b) Any reference to **dollars** and \$ is to Australian currency.
- (c) The word includes in any form is not a word of limitation.
- (d) A reference to a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity.

RMS PRIVACY CONSENT AND AGREEMENT

RMS is required to comply with Privacy Laws and other road transport, driver licensing and vehicle registration legislation when dealing with any Personal Information, including E-Toll Information.

This RMS Privacy Consent and Agreement contains consents and promises from You in relation to E-Toll Information collected from You and from third parties to enable RMS and others to collect, use and disclose it for Permitted Purposes. You are not required by law to provide E-Toll Information to RMS, but if You do not, RMS will not be able to provide the E-Toll Facility to You. Your Personal Information will be held by RMS at Level 3, Octagon Building, 99 Phillip Street Parramatta or at any new or additional address or addresses disclosed in RMS' privacy policy from time to time.

RMS' privacy policy, which explains RMS' privacy practices including how to make an application to access or correct information about You or a complaint, and RMS' complaints handling processes, is available at: <http://rms.nsw.gov.au/gipa/privacy/index.html> or (02) 8588 4981.

Consents given by You

1. In exchange for RMS providing the E-Toll Facility, You consent to and authorise:
 - (a) collection of E-Toll Information by any Authorised Information Recipient from any person (including from Rental Co and from video and/or camera surveillance of toll roads conducted by RMS or third parties for traffic management or toll violation enforcement purposes);
 - (b) use and disclosure of E-Toll Information by and to Authorised Information Recipients for the Permitted Purposes;
 - (c) disclosure of E-Toll Information in online accounts accessible to any person with access to Your Agreement Number and surname; and
 - (d) disclosure of E-Toll Information to persons outside Australia for the Permitted Purposes on the basis that RMS is not required to ensure that any overseas recipient complies with the Privacy Laws.

Promises made by You

2. You promise that:
 - (a) prior to disclosing any information to RMS or Rental Co about an Individual, You have obtained their consent to the matters in clause 1 of this RMS Privacy Consent and Agreement; and
 - (b) all information You provide to RMS about You or any Individual is or will be accurate, complete and up-to-date, and will not be false or misleading.

Definitions

"Agreement Number" means a unique agreement number provided to You by Rental Co or by RMS in connection with the Rental Agreement.

"Associated Contractors" means RMS' suppliers, agents, distributors and contractors in relation to any Permitted Purposes.

"Authorised Information Recipient" means RMS, Rental Co and each Authorised Driver, Authorised Representative and Intended Recipient.

"Clearing House" means any person who operates a clearing house for operators of toll roads, or Tag Issuers or Pass Issuers or any combinations of these.

"E-Toll Information" means any information relating to You or Your E-Toll Facility, Vehicle, the location of a Tag or Vehicle at any time, the direction of travel, or video and/or camera surveillance operated at toll roads. E-Toll Information may include Personal Information about:

- (a) You; or
- (b) any Individual,

including a name, address, phone number, email address, drivers licence number, date of birth, Vehicle hire and usage information, billing or financial information, Rental Agreement, Nominated Card and other Personal Information contained in video and/or camera surveillance of toll roads for traffic management or toll violation enforcement purposes conducted by RMS or obtained by RMS from third parties.

"Individual" means any individual, including any Authorised Driver, Authorised Representative, and Nominated Card Holder.

"Intended Recipients" means the following parties both within and outside NSW: (i) Credit Reporting Agencies; (ii) Associated Contractors; (iii) Tag Issuers; (iv) Pass Issuers; (v) any bank, financial institution or Clearing House; (vi) RMS' professional advisers including legal advisers, accounting advisers and other professional advisers; (vii) driver licensing and vehicle registration agencies, law enforcement agencies, public revenue authorities, road safety authorities and solicitors in relation to motor vehicle accidents; (viii) owners and other operators of toll roads; and (ix) persons providing services to any of the entities set out in (i) to (viii).

"Permitted Purposes" means any one or more of:

- (a) facilitating the use of and carrying out functions and activities relating to: (i) tolls and their enforcement; (ii) the E-Toll System; (iii) any cashback system; (iv) Your E-Toll Facility and Tags; (v) verification of Your Rental Agreement (including verifying the details of a Nominated Card Holder); (vi) obtaining feedback about the E-Toll System and Your E-Toll Facility; and (vii) analysing information relating to traffic conditions, travel times and road usage and disclosing aggregate information (including to the public);
- (b) auditing of the E-Toll System;
- (c) law enforcement;
- (d) the enforcement of a law imposing pecuniary penalty;
- (e) the protection of the public revenue;
- (f) road safety;
- (g) release of information to solicitors acting as agents for their clients in relation to motor vehicle accidents where RMS is compelled to do so by a court order;
- (h) obtaining advice and professional services on a confidential basis;
- (i) market research and statistical analysis;
- (j) other purposes related or incidental to the purposes listed above; and
- (k) such other purposes as are permitted by Privacy Laws,

in each case both within and outside NSW.

"Personal Information" means information or an opinion (including information or an opinion forming part of a database and whether or not recorded in a material form) about an individual whose identity is apparent or can reasonably be ascertained or is reasonably identifiable from the information or opinion and any other information subject to the Privacy Laws.

"Privacy Laws" means the privacy laws which apply to RMS from time to time, including the *Privacy and Personal Information Protection Act 1998* (NSW) for so long as it applies to RMS and any other current or future legislation, mandatory codes and policies relating to the handling of Personal Information which apply to RMS.

Other capitalised terms in this RMS Privacy Consent and Agreement have the meaning given in the RMS E-Toll Facility Terms and Conditions.

Clause 10 of the RMS E-Toll Facility Terms and Conditions applies to the interpretation of this RMS Privacy Consent and Agreement.