

The Alpha Hire Rental Terms and Conditions impose important obligations on You. You should read this document carefully.

Definitions

In this document:

Area of Use	means the area of use shown in the Alpha Hire Rental Agreement , as well as any and all parameters set out in 5.2(b) to (d) of the Alpha Hire Rental Terms and Conditions .
Authorised Driver(s)	means each of the people specified in the Alpha Hire Rental Agreement unless precluded by clause 4 of the Alpha Hire Rental Terms and Conditions .
Company	means any combination of Alpha Car Hire Australia Pty Ltd (ABN 23 610 564 040), Alpha Car Hire and Parking CB Pty Ltd (ABN 92 148 842 166), Alpha Car Hire & Parking Brisbane Pty Ltd (ABN 87 610 415 319) and AGLC Holdings Pty Ltd (ABN 24 115 911 683) whichever is listed on Your Alpha Hire Rental Agreement .
GST Act	means <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Hirer	means the person specified as the Hirer of the Vehicle in the Alpha Hire Rental Agreement .
Joint Hirer	means the person specified as the Joint Hirer of the Vehicle in the Alpha Hire Rental Agreement .
Liability Waiver	means the liability waiver set out in the Alpha Hire Rental Agreement .
Return Location	means the location listed under "location Information" in the Alpha Hire Rental Agreement or otherwise the same location the vehicle was collected from.
Single Vehicle Incident	means any incident where the Vehicle suffers loss or damage as a result of an impact with any object whether animate or inanimate, except for another vehicle which can be fully identified and details of which have been provided by You or on Your behalf to the Company .
Supplier	means the entity making the supply.
Vehicle	means the vehicle specified in the Alpha Hire Rental Agreement (or any replacement vehicle) and includes its parts, components, tyres, keys, remote opening devices, tools, any tag or device for paying electronic tolls and all accessories and contents supplied by the Company .
You	means each Hirer, Joint Hirer and Authorised Driver.

1.0 The Alpha Hire Rental Contract

- 1.1 You agree to rent the Vehicle from the **Company**, and the **Company** agrees to rent it to You, on the terms set out in the **Alpha Hire Rental Terms and Conditions**.
- 1.2 The **Alpha Hire Rental Terms and Conditions** must be read and construed in their entirety with the **Alpha Hire Rental Agreement**, the **Alpha Hire Rental Fees and Charges Schedule**, the **Fair Wear and Tear Guide** and the **Vehicle Report** as well as any **Letter of Authority** in order to debit You by way of credit card (where required). Together these constitute the entire agreement between the **Company** and You on its subject matter (**The 'Alpha Hire Rental Contract'**). The **Alpha Hire Rental Contract** supersedes all other provisions, terms, warranties, or conditions contained in any other contract, agreement, deed, brochure, promotion, website advertisement or any other document or instrument.
- 1.3 This document is governed by the laws of Queensland, Australia. Any actions, claims or demands arising out of, or in respect of this document must be brought in the courts of Queensland.

2.0 Return of Vehicle

- 2.1 It is important that You return the Vehicle to the Return Location at or before the Return Time on the Return Date specified in the **Alpha Hire Rental Agreement**, unless the **Company** has agreed to an extension in writing before the Return Date. Where You voluntarily return the vehicle before the **Return Date**, you must provide the **Company** with at least one days' notice.
- 2.2 If You return the Vehicle to another location, the Company can charge You for all costs associated with transporting or towing the Vehicle to the Return Location, unless otherwise agreed by the **Company**.
- 2.3 If You have not returned the Vehicle by the Return Time on the Return Date (without an agreed extension):
- the **Company** may immediately report the Vehicle to the police as stolen; and
 - the **Company** can charge You for the late return at a rate equivalent to double the daily standard gross rental charge for the Vehicle, plus the costs of any accessories, as specified in the **Alpha Hire Rental Agreement**.

2.4 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 the **Alpha Hire Rental Contract** or if the Vehicle is illegally parked, used in violation of the law or is apparently abandoned, or if the seal of the odometer is broken, or otherwise tampered with. If the seal of the odometer is broken or otherwise tampered with, the **Company** can charge You an extra charge as specified in the **Alpha Hire Rental Fees and Charges Schedule (the 'Fees and Charges Schedule')**.

- 2.5 If You attempt to return the Vehicle to the Return Location outside its advertised business hours, the Vehicle will be deemed to have been returned at the time when that Return Location next opens for business. The rental continues until that time. You remain fully responsible for the Vehicle, unless the **Company** has agreed to other arrangements in writing.
- 2.6 The Vehicle will be given to You with a full tank of fuel. As a result, it is required that when the vehicle is returned by You, it is returned with a full tank of fuel. If the Vehicle is returned with less fuel than required, the **Company** will charge You the difference at the rate specified in the **Fees and Charges Schedule**, unless prior arrangements have been made.
- 2.7 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 the wrong fuel including contaminated fuel will be at Your sole expense.

3.0 Vehicle Condition on Return

- 3.1 You acknowledge that the Vehicle is the sole property of the **Company** and that at the time You received the Vehicle 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 the **Alpha Hire Rental Contract** is that detailed on the **Vehicle Report**. It is essential that You note all existing damage on the **Vehicle Report**. Any damage which has not been noted on the **Vehicle Report** will be considered damage which has occurred during Your rental, for which the **Company** can charge You. Where Alpha deems it necessary, the We-capture application may be used to capture vehicle condition electronically in addition to, or in place of, the paper-based **Vehicle Report**.
- 3.3 You agree to return the Vehicle in the same condition, except for any normal fair wear and tear, together with its tools, tyres, accessories and equipment at the Return Location on the Return Date specified in the **Alpha Hire Rental Agreement** (or sooner, if demanded by the **Company**). What is and is not fair wear and tear is defined in the **Fair Wear and Tear Guide**, provided as part of the **Alpha Hire Rental Contract**.

4.0 Who can and cannot drive the Vehicle

- 4.1 You must only allow the Vehicle to be driven by the Hirer, the Joint Hirer and any Authorised Drivers.
- 4.2 You must ensure that the following people do not drive the Vehicle (including where this applies to the Hirer, a Joint Hirer or an Authorised Driver):
- a person who does not have a valid open class driver's licence for the relevant class of vehicle;
 - a person whose blood alcohol concentration exceeds the lawful percentage (in the place where the Vehicle is being driven);
 - a person who is under the influence of a drug, intoxicating liquor or substance;
 - a person who has given or for whom You have given a false name, age, address or driver's licence details;
 - a person whose driver's licence has been cancelled, endorsed or suspended within the last three years;
 - a person who has not held an open class driver's licence for any class of vehicle for at least one year; or
 - a person who uses or intends to use the Vehicle for any kind of race, contest or performance test or any kind of illegal purpose.

5.0 Driving the Vehicle

- 5.1 You must take care of the Vehicle at all times while You are renting it, including by:
- driving safely, attentively and legally at all times and ensuring any other Joint Hirer or Authorised Driver does the same; and
 - parking and garaging the Vehicle as securely as possible when not in use.
- 5.2 You must ensure that the Vehicle is not used in the following places or circumstances:
- in any area outside the Area of Use shown in the **Alpha Hire Rental Agreement**;
 - on any unsealed roads or off-road conditions, unless authorised by the **Company** in the Area of Use in the **Alpha Hire Rental Agreement**;
 - in the snow or above the snow line in New South Wales or Victoria from the beginning of June to the end of September;
 - on beaches or through streams, dams, rivers, flood waters or any water deeper than the underbody of the Vehicle or of uncertain depth;
 - for the carriage of any persons for reward;
 - for the carriage of any inflammable, explosive or corrosive materials or other dangerous or hazardous materials;

- (g) to push or tow any vehicle, trailer, boat or other object(s), without the *Company's* written authorisation;
 - (h) for the carriage of any greater load and/or persons and/or for a purpose other than for which the Vehicle was designed and constructed, or in contravention of any state regulation;
 - (i) for the carriage of any animal, unless authorised in writing by the *Company*;
 - (j) for racing, pacemaking, reliability trials, speed trials, hill climbing or being tested in preparation for those activities;
 - (k) in a dangerous, wilful or reckless manner;
 - (l) in breach of any legislation or regulation controlling vehicular traffic;
 - (m) in an unsafe or unroadworthy condition; or
 - (n) after an accident until *You* have obtained the *Company's* written authorisation to continue driving the Vehicle (unless this is unreasonable).
- 5.3 *You* must not refuse or fail to take any blood analysis or breath test requested by the police or as required by law while in control of the Vehicle.

6.0 Substitute Vehicle

- 6.1 If the Vehicle booked is unavailable, the *Company* reserves the right to substitute an alternative vehicle without prior notification and at no extra cost to *You*. This is not a breach of the **Alpha Hire Rental Terms and Conditions**.

7.0 Accidents

- 7.1 *You* are liable for:
- (a) all loss of, or damage to, the Vehicle while *You* are renting it; and
 - (b) all damage to any third party's property which:
 - (i) is caused or contributed to by *You* or any person *You* allow to drive the Vehicle; or
 - (ii) arises from the use of the Vehicle by *You* or any person *You* allow to drive the Vehicle.
- This clause 7.1 does not apply to any damage or loss the *Company* is liable for under this document.
- 7.2 In the event of an accident involving the Vehicle, *You* must:
- (a) record the time, date, and location of the accident;
 - (b) record the other parties' full names, addresses, vehicle registrations, car types as well as any property damage;
 - (c) record the name of the other parties' insurance company;
 - (d) not admit liability;
 - (e) notify the nearest police station within 24 hours of the accident;
 - (f) promptly report the accident (including any damage) within 48 hours to the *Company* at the location where the Vehicle was hired;
 - (g) Complete and sign the **Damage Report Form**; and
 - (h) pay for the expense of towing and retrieving the Vehicle to the closest *Company* depot, up to the Liability Waiver set out in the **Alpha Hire Rental Agreement** (where applicable) or otherwise, up to the whole amount (without reimbursement from the *Company* or its insurer).
- 7.3 You understand that if *You* do admit liability for any claim, loss or demand *You* will be in breach of the **Alpha Hire Rental Terms and Conditions**.
- 7.4 You are not entitled to any refund for the unused portion of the Rental Period after an accident.
- 7.5 The *Company* will charge *You* an additional administration fee per accident file, as specified in the **Fees and Charges Schedule**. *You* will also be liable for the damage liability costs outlined in the **Alpha Hire Rental Agreement**.

8.0 Damage Waiver

- 8.1 *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 as long as *You*:
- (a) have paid the minimum Liability Waiver set out in the **Alpha Hire Rental Agreement** (regardless of who is at fault);
 - (b) are not in breach of the **Alpha Hire Rental Contract** and have not caused any other person to have acted in a manner which is in breach of the **Alpha Hire Rental Contract**;
 - (c) are not covered under any other policy of insurance; and
 - (d) have provided such information and assistance as may be requested by the *Company's* insurer.
- 8.2 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 has the sole conduct of any proceedings. Any such proceedings are brought or defended in *Your* name or the name of the Authorised Driver at the time of the accident.
- 8.3 Regardless of whether cover is provided, the *Company* may charge *You* for losses during the period the Vehicle is unavailable for rent due to repairs.

9.0 Cleaning

You must return the Vehicle in a reasonably clean state. If *You* do not return the Vehicle in a suitable state of cleanliness, or if *You* have smoked in the Vehicle or allowed someone else to smoke in the Vehicle, the *Company* can charge *You* a cleaning and deodorising fee as specified in the **Fees and Charges Schedule**.

10.0 Kilometre Allowance

The Kilometre Allowance per day and Charge Per Excess Kilometre Fee are indicated in the **Fees and Charges Schedule**. The *Company* charges *You* the applicable Excess Kilometre Fee when *You* return the Vehicle.

11.0 Your Obligations

- 11.1 *You* are jointly and severally responsible for compliance with the **Alpha Hire Rental Contract** and the consequences of any non-compliance.
- 11.2 By entering into the **Alpha Hire Rental Contract**, *You* are responsible for and irrevocably authorise the *Company* or its nominated agent(s) to debit the credit card or debit card provided under the **Alpha Hire Rental Agreement** or any other credit card or debit card provided and *You* must pay the *Company*, or where stipulated a third-party agent, on demand any balance for the following charges:
 - (a) the rental charges specified in the **Alpha Hire Rental Agreement** (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 rental period or until such time as the Vehicle is returned to the *Company*. An additional administration fee per infringement will apply as specified in the **Fees and Charges Schedule**;
 - (c) an administrative fee in addition to each toll fee, including any video matching fee, as stipulated on the **Fees and Charges Schedule**. *You* must address all toll fees at *Your* own discretion, until such later time as the Vehicle is returned to the *Company*,
 - (d) all toll fees and associated video matching fees as stipulated by a third-party agent, to that third-party agent instead of *Your* relevant tolling authority or Alpha, where Alpha has agreed to outsource the charging of such expenses to the agent;
 - (e) all costs associated with the repossession of the Vehicle;
 - (f) all costs associated with the breaking of any special conditions set out in the **Alpha Hire Rental Agreement**;
 - (g) all costs associated with the early return or termination of the **Alpha Hire Rental Contract** until the end of the period specified in the **Alpha Hire Rental Agreement**;
 - (h) all late fees associated with the return of the Vehicle outside of the normal **Alpha Hire Rental Contract**;
 - (i) a fee per kilometre as specified in the **Fees and Charges Schedule** for the relocation of all Vehicles up to the point they are dropped off to the *Company* at the Return Location;
 - (j) all repairs to the Vehicle, unless they are authorised in writing by the *Company* prior to the repair date;
 - (k) a roadside assistance fee as specified in the **Fees and Charges Schedule** where *You* are at fault and roadside assistance is required (i.e., where *You* lock the keys in the Vehicle);
 - (l) all charges associated with the enforcement of the *Company's* legal rights, where *you* have breached the **Alpha Hire Rental Contract**. This includes costs for repossession of the vehicle; and
 - (m) all loss or damage to the Vehicle, 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 the **Alpha Hire Rental Contract**;
 - (ii) the Vehicle is involved in a Single Vehicle Incident, unless the *Company* agrees to reduce such loss to the Single Vehicle Incident Liability amount shown in the **Alpha Hire Rental Agreement** (plus the Standard Liability Charge noted in the **Alpha Hire Rental Agreement**). A Single Vehicle Incident includes an accident involving another vehicle but where *You* do not provide identifying details of the other vehicle to the *Company*;
 - (iii) *Your* negligence causes 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 fair wear and tear;
 - (xi) *You* have failed to maintain all fluid and fuel levels of the Vehicle or 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 fair wear and tear excepted; or
 - (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.
 - 11.3 If *You* have paid by credit card or debit 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* must immediately pay the full amount due to the *Company* on demand.
 - 11.4 *You* agree and authorise the *Company* to use the credit card(s) or debit card provided for payment of any amount due under the **Alpha Hire Rental Contract** even if a signed credit card or debit card voucher has been returned.

12.0 Liability and indemnity

- 12.1 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, subject to clause 12.2.
- 12.2 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 Competition and Consumer Act 2010 (Cth). Where the Company is permitted to limit its liability under those statutes for breach of any implied condition or warranty, then the Company's liability is limited to (at the Company's election) in the case of a supply of goods, the replacement, repair or re-supply of goods or supply of equivalent goods, or in the case of a supply of services, the Company supplying the services again or paying the cost of having the services supplied again.
- 12.3 Subject to clause 12.2, the Company is not liable to You or any other person for any Consequential Loss relating to the **Alpha Hire Rental Contract**. 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.
- 12.4 You and any Authorised Drivers 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 the **Alpha Hire Rental Contract** or the failure, for whatever reason, of the due and punctual performance of Your obligations under the **Alpha Hire Rental Contract**.
- 12.5 In clause 12.3, 'Consequential Loss' means any one or more of the following: loss of bargain; loss of revenues; loss of reputation; indirect loss; loss of profits; loss of actual or anticipated savings; lost opportunities, including opportunities to enter into arrangements with third parties; and loss or corruption of data.

13.0 General Provisions

- 13.1 Immediately upon receipt, You must provide the Company with every summons, complaint or paper in relation to any accident or loss involving the Vehicle.
- 13.2 You acknowledge that the Company relies on the truth of Your representations in the **Alpha Hire Rental Contract**.
- 13.3 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.
- 13.4 No right of the Company under the **Alpha Hire Rental Contract** can be waived except by writing of an authorised officer of the Company.
- 13.5 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.
- 13.6 The Company accepts Visa and MasterCard only. Please note that a credit card surcharge will apply, as specified in the **Fees and Charges Schedule**.
- 13.7 You acknowledge that the Company has not in any way represented itself to You as an entity carrying on the business of insurance.
- 13.8 You must make yourself available to assist the Company in any actions mentioned in the **Alpha Hire Rental Contract**, that may arise out of Your hire of the Vehicle.
- 13.9 Either party may terminate the Alpha Hire Rental Contract at any time if the other party breaches the Alpha Hire Rental Contract.
- 13.10 The Company may from time to time vary the terms of the **Alpha Hire Rental Contract**, including any figures (fees, charges etc.) listed in the **Fees and Charges Schedule**, provided You are given 30 days written notice. Where you find any variations unagreeable, it is your right to opt out of the **Alpha Hire Rental Contract** if You wish to do so.

14.0 GST

- 14.1 Any terms capitalised in this clause 14.0, which are not already defined in the **definitions**, have the same meaning given to those terms in A New Tax System (Goods and Services Tax) Act 1999 (Cth) (**The 'GST Act'**).
- 14.2 The consideration for a Supply made under or in connection with this document includes GST.
- 14.3 If a Supply made under or in connection with this document is a Taxable Supply, then at or before the time the consideration for the Supply is payable the Supplier must give the Recipient a Tax Invoice for the Supply.
- 14.4 Where a Tax Invoice is given by the Supplier, the Supplier warrants that the Supply to which the Tax Invoice relates is a Taxable Supply and that it will remit the GST (as stated on the Tax Invoice) to the Australian Taxation Office.
- 14.5 In this clause 14.0, 'Supplier' means the entity making the Supply.

15.0 Privacy Notice

- 15.1 The Company has always valued the privacy of personal information. When the Company collects, uses or discloses personal information (especially creditworthiness information) it is bound by the Privacy Act 1988 (Cth), including the Privacy (Credit Reporting) Code 2014. The Company handles personal information in accordance with its Privacy Policy available at www.alphacarhire.com.au/privacy.
- 15.2 The Company collects various personal information about You for the purposes of providing services to You or someone else You know; providing You with promotional material and information; facilitating its internal business operations; analysing the Company's services and customer needs and because the Company is required or permitted by any law.
- 15.3 In order to provide services to You, the Company may disclose Your personal information from time to time to:
 - (a) the Company's employees, contractors, and related and affiliated entities for the purpose of providing the Company's services, operating the Company's business, and fulfilling requests by You;
 - (b) service providers who assist the Company in operating its business and services, and such personal information will only be used to the extent necessary to perform the services;
 - (c) the Company's related entities and other organisations with whom the Company has affiliations so that those organisations may provide You with information about services and various promotions;
 - (d) third parties to whom You have agreed the Company may disclose Your information;
 - (e) the police, any relevant government authority or enforcement body, for example, if the Company has reason to suspect that You have committed a breach of the **Alpha Hire Rental Contract**, or have otherwise been engaged in any unlawful activity during the Rental Period, and the Company reasonably believes that disclosure is necessary;
 - (f) third parties where required by law, binding regulation or court order; and
 - (g) a proposed or actual purchaser/newly controlling entity of a sale and/or transfer of control of all or part of the Company's business, where Your personal information is relevant to any part of the business for sale and/or transfer.
- 15.4 The Company is assisted by a variety of external service providers to deliver its services, some of whom may be located overseas. These third parties are too numerous to list, and they change from time to time. Some examples of the types of third parties include:
 - (a) technology service providers including:
 - (i) website analytics providers such as Google located in the US;
 - (ii) cloud service providers such as Marketo located in the US;
 - (iii) hosting service providers such as Cars Plus and Flow located in Australia; and
 - (iv) vehicle condition report application providers such as We-Integrate located in New Zealand.
 - (b) developers, IT system administrators, and support staff, located in the Philippines. While the Company's developers and support staff rarely access live data, they may do so when troubleshooting complex support requests or bugs, or designing new functionality; and
 - (c) promotion or marketing providers, such as Mail Chimp located in the US.
- 15.5 If the personal information You provide to the Company is incomplete or inaccurate, the Company may not be able to provide You with the services You are seeking. It is up to You to update Your personal information. If You are unable to update Your personal information held by the Company, You must notify the Company of the changes as soon as reasonably practicable.
- 15.6 If You would like a copy of the Company's Privacy Statement, or You wish to seek access to or correct the personal information the Company holds about You, please contact the Company at Feedback@alphacompanies.com.au or on 1300 257 426.
- 15.7 The Company may use GPS tracking or other electronic tools ('GPS Devices') to enable the Company to track the location of its vehicles. By hiring an Alpha Hire Vehicle, You expressly consent to the Company using a GPS Device on the vehicle during the Rental Period where the Company sees fit. This will result in the Company using and retaining information from the GPS from time to time.
- 15.8 The Company may, where You are in breach of Your **Alpha Hire Rental Contract**, and after considering any and all legislative requirements, use the installed GPS Device to immobilise the Vehicle. By hiring an Alpha Hire Vehicle, You expressly consent to this.

I have read, understood and agree to be bound by these Terms and Conditions herein.

Signature

Name in full

Date

FAIR WEAR AND TEAR GUIDE

Alpha vehicles, from time-to-time, may suffer minor and reasonable aesthetic damage over the course of a lease or hire arrangement. Damage of this nature is known as 'fair wear and tear'. You will not be required to pay additional amounts for fair wear and tear. Where the damage sustained by an Alpha vehicle exceeds the below standards, it will NOT be deemed fair wear and tear, and YOU will be liable to pay additional monies to Alpha to cover any losses.

Fair Wear and Tear on a Vehicle is:

Chips in the paint work which are consistent with small stones hitting the paint work and causing a small amount of paint to become dislodged. This must be no greater than 3mm across.

Chips in the windscreens which are consistent with small stones hitting the glass. The chips must not be in the driver's field of vision or greater than 3mm across. The windscreens must not be cracked at all, this is not fair wear and tear.

Small scratches less than 50mm in length which can be buffed out (have not caused the paint to become dislodged). For example, small scratches in the door handle wells consistent with frequent door use.

Scuffs on the paint work which do not break the paint or dent the panel work, and which can be polished out. Additionally, where a tyre is scuffed this is fair wear and tear as long as only the tyre wall is damaged. Where the Tyre surface is damaged, this may not be fair wear and tear. Note that scuff marks in the door wells consistent with sliding shoes within the well will be deemed fair wear and tear.

Marks which are consistent with bird or animal droppings, but are no larger than a 50-cent coin. Additionally, any marks across the top of the rear bar (i.e. luggage marks).

Flat or compressed carpet under the driver's right heel (throttle compression).

Not Fair Wear and Tear:

Any damage not classified as Fair Wear and Tear above, in addition to the specific scenarios below:

- **Irregular tyre wear** from heavy driving.
- **Any marks, cuts or gouges to tyres,** including to the sidewalls (including punctures and leaking tyres).
- **Any underbody damage,** whether mechanical or panel.
- **All dents (the contour of the panel work is impacted).**
- **All gouges (the contour of the panel work is impacted and/or the paint work is damaged).**
- **All impact damage.**
- **All damage arising from reversing.**
- **All damage arising from animal impacts** (**Note:** where the animal impact involves a domesticated animal, you will be liable for any associated veterinary costs).

MFA TERMS AND CONDITIONS

MFA Motorways (Australia) Pty Ltd (trading as eFleetPass) ABN 58 161 462 11 of Level 1, 5 George Street North Strathfield NSW 2137 (**MFA**), through Rental Co as MFA's agent, offers the eFleetPass Service to You on these MFA Terms and Conditions which comprise:

- the MFA eFleetPass Service Terms and Conditions; and
- the MFA Privacy Consent and Agreement.

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

Signature

Name in full

Date

MFA EFLEETPASS SERVICE TERMS AND CONDITIONS

1. Your eFleetPass Service

- (a) Your eFleetPass Service is provided by MFA to You to enable You to pay Tolls, Fees and Infringements relating to the eFleetPass System in accordance with these MFA Terms and Conditions.
- (b) In order to use Your eFleetPass Service, You or Your Authorised Driver must travel in an Electronic Tolling Lane.
- (c) 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 eFleetPass Service, including for any Tolls, Fees and Infringements they incur.
- (d) A Tag may be installed in Your Vehicle as part of the eFleetPass Service. The Tag is the care and control of MFA with the authority of its owner. You may, however, elect to use or otherwise source your own Tag. This Tag will be at Your own expense and is essential regardless of whether you wish to use Toll roads. If You do use another tag or electronic or video tolling product, You will still be charged Tolls and Fees by MFA under these MFA 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 eFleetPass Service

- (a) You must pay the following amounts to MFA in connection with the use of Your eFleetPass Service:
 - (i) all Tolls (it is Your responsibility to be aware of all Tolls payable in connection with the use of a toll road);
 - (ii) the Service Fee for each calendar day on which the Vehicle incurs a Toll using Your eFleetPass Service;
 - (iii) a Processing Fee in the circumstances described in clause 5(b);
 - (iv) a Dishonour Fee in the circumstances described in clause 3(c);
 - (v) a Credit Card Surcharge where applicable, which is no greater than the merchants' fee; and
 - (vi) any other costs reasonably incurred by MFA in enforcing its rights under these MFA Terms and Conditions, including any fees or charges imposed by a third party on MFA where You have refused or failed to pay any amount under these MFA Terms and Conditions.
- (b) You acknowledge that if You fail to pay any Tolls, Fees or Infringements as required by these MFA Terms and Conditions, MFA may refer that failure to a Credit Reporting Agency.
- (c) From time-to-time it may be necessary for Rental Co to charge You for Tolls, Fees and Infringements instead of MFA. You agree that in this instance, Rental Co can charge You in accordance with item 2(a)(i) in addition to an administration fee as listed in the **Alpha Hire Rental Fees and Charges Schedule**.

3. Payment methods and authority

Payment by Nominated Card

- (a) You:
 - (i) promise to MFA that You are authorised to use the Nominated Card to meet Your payment obligations under these MFA Terms and Conditions; and
 - (ii) authorise MFA to debit amounts from, or credit funds to, the Nominated Card in respect of Tolls and Fees and other amounts payable to, or from, MFA under these MFA Terms and Conditions.
- (b) MFA will debit Tolls, Fees and Infringements from the Nominated Card as soon as practicable (or as otherwise specifically agreed with you) after the relevant Tolls and Fees are incurred or, where applicable, notified to MFA by a toll road operator.
- (c) If:
 - (i) there are insufficient funds available in the Nominated Card to meet Your payment obligations under these MFA Terms and Conditions; or

- (ii) a transaction on the Nominated Card is declined for any reason, save for:
 - (A) the negligence of, or wilful misconduct by, MFA or any of its officers, employees or agents; or
 - (B) an MFA systems error,

You will be charged a Dishonour Fee by MFA 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.

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

Payment by MFA Corporate Account Holder

- (e) If You are using a Rental Co Corporate Account to pay for the rental of the Vehicle, or have otherwise nominated a Rental Co Corporate Account for the payment of Tolls and Fees:
 - (i) You promise to MFA that You are authorised to incur Tolls and Fees and to have those Tolls and Fees debited to the MFA Corporate Account; and
 - (ii) MFA will issue Your MFA Corporate Account Holder with a monthly invoice recording all Tolls and Fees incurred or, where applicable, notified to MFA by a toll road operator.

- (f) You must immediately provide MFA with updated or alternate payment method details if the MFA Corporate Account is cancelled or altered or if You are no longer authorised to incur Tolls and Fees on that MFA Corporate Account.

4. Errors in charging Tolls, Fees and Infringements

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

5. eFleetPass Service Transaction Summary

- (a) You may view a Transaction Summary without charge at any time by logging on to www.efleetpass.com.au
- (b) If You request that MFA 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

- (a) You must immediately inform Rental Co if either of the following occur:
 - (i) the Tag is lost or stolen or You become aware that the Tag malfunctions or is in any way defective; or
 - (ii) the Vehicle is lost or stolen.
- (b) If You inform Rental Co that the Tag is malfunctioning or is in any way defective, your eFleetPass Service will still enable You to use the eFleetPass System and to pay Tolls and Fees in accordance with these MFA Terms and Conditions and You will continue to be liable for Tolls and Fees.
- (c) 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

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

8. General

- (a) New South Wales laws govern these MFA Terms and Conditions.
- (b) Unless agreed otherwise, if You, an Authorised Driver or Authorised Representative need to notify MFA of any matters or make a request in relation to Your eFleetPass Service, it must be made in writing by mail, email or facsimile.

9. Definitions

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

"Authorised Driver" means each "Authorised Driver" 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 eFleetPass Service.

"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.

"eFleetPass Service" means the facility described in clause 1(a).

"eFleetPass System" means the entire system relating to electronic tolling operated by MFA, 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)(ii) - 2(a)(v) inclusive of these MFA Terms and Conditions.

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

"MFA Corporate Account" means a charge account established by a person with MFA for the payment of Tolls and Fees.

"MFA Corporate Account Holder" means the person with whom the MFA Corporate Account has been established.

"MFA Terms and Conditions" means these MFA Terms and Conditions which comprise the "MFA eFleetPass Service Terms and Conditions" and the "MFA Privacy Consent and Agreement".

"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 eFleetPass 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 eFleetPass System.

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

(a) by mail, a fee of \$5.00; or (b) by email, a fee of \$2.20.

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

"Rental Co" means any combination of Alpha Car Hire Australia Pty Ltd (ABN 23 610 564 040), Alpha Car Hire and Parking CB Pty Ltd (ABN 92 148 842 166), Alpha Car Hire & Parking Brisbane Pty Ltd (ABN 87 610 415 319) and AGLC Holdings Pty Ltd (ABN 24 115 911 683) whichever is listed on **Your Alpha Hire Rental Agreement**.

"Rental Co Corporate Account" means a charge account established by a MFA Corporate Account Holder with Rental Co for the payment of the rental of the Vehicle.

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

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

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

"Transaction Summary" means a summary of the transactions (including the Tolls and Fees incurred) on Your eFleetPass Service.

"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 MFA Terms and Conditions and with whom the Rental Agreement is made.

10. Interpretation

- 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.
- Any reference to **dollars** and \$ is to Australian currency.
- The word includes in any form is not a word of limitation.
- 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.

MFA PRIVACY CONSENT AND AGREEMENT

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

This MFA Privacy Consent and Agreement contains consents and promises from You in relation to eFleetPass Information collected from You and from third parties to enable MFA and others to collect, use and disclose it for Permitted Purposes. You are not required by law to provide eFleetPass Information to MFA, but if You do not, MFA will not be able to provide the eFleetPass Service to You. Your Personal Information will be held by MFA and you may contact us at www.efleetpass.com.au to access or correct it.

Consents given by You

- In exchange for MFA providing the eFleetPass Service, You consent to and authorise:
 - collection of eFleetPass 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 MFA or third parties for traffic management or toll violation enforcement purposes);
 - use and disclosure of eFleetPass Information by and to Authorised Information Recipients for the Permitted Purposes;

- disclosure of eFleetPass Information in online accounts accessible to any person with access to Your Agreement Number and surname; and
- disclosure of eFleetPass Information to persons outside Australia for the Permitted Purposes on the basis that MFA is not required to ensure that any overseas recipient complies with the Privacy Laws.

Promises made by You

- You promise that:
 - prior to disclosing any information to MFA or Rental Co about an Individual, You have obtained their consent to the matters in clause 1 of this MFA Privacy Consent and Agreement; and
 - all information You provide to MFA 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 MFA in connection with the Rental Agreement.

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

"Authorised Information Recipient" means MFA, Rental Co, Your MFA Corporate Account Holder 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.

"eFleetPass Service" means any information relating to You or Your eFleetPass Service, 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. eFleetPass Information may include Personal Information about:

- You; or
- 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, Rental Co Corporate Account, MFA Corporate Account and other Personal Information contained in video and/or camera surveillance of toll roads for traffic management or toll violation enforcement purposes conducted by MFA or obtained by MFA from third parties.

"Individual" means any individual, including any Authorised Driver, Authorised Representative, Nominated Card Holder and MFA Corporate Account 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) MFA' 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:

- facilitating the use of and carrying out functions and activities relating to: (i) tolls and their enforcement; (ii) the eFleetPass System; (iii) any cashback system; (iv) Your eFleetPass Service and Tags; (v) verification of Your Rental Agreement (including verifying the details of a Nominated Card Holder or Your MFA Corporate Account Holder); (vi) obtaining feedback about the eFleetPass System and Your eFleetPass Service; and (vii) analysing information relating to traffic conditions, travel times and road usage and disclosing aggregate information (including to the public);
- auditing of the eFleetPass System;
- law enforcement;
- the enforcement of a law imposing pecuniary penalty;
- the protection of the public revenue;
- road safety;
- release of information to lawyers acting as agents for their clients in relation to motor vehicle accidents where MFA is compelled to do so by a court order;
- obtaining advice and professional services on a confidential basis;
- market research and statistical analysis;
- other purposes related or incidental to the purposes listed above; and
- 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 MFA from time to time, including the *Privacy Act 1988* (Cth), which includes the *Privacy (Credit Reporting) Code 2014* for so long as it applies to MFA and any other current or future legislation, mandatory codes and policies relating to the handling of Personal Information which apply to MFA.

Other capitalised terms in this MFA Privacy Consent and Agreement have the meaning given in the MFA eFleetPass Service Terms and Conditions.

Clause 10 of the MFA eFleetPass Service Terms and Conditions applies to the interpretation of this MFA Privacy Consent and Agreement.