

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

**Last Updated August 2023**

### **Definitions**

In this document:

<b>Area of Use</b>	means the area of use shown in the <b>Alpha Hire Rental Agreement</b> , as well as any and all parameters set out in <b>5.2(b) to (d)</b> of the <b>Alpha Hire Rental Terms and Conditions</b> .
<b>Authorised Driver(s)</b>	means each of the people specified in the <b>Alpha Hire Rental Agreement</b> unless precluded by clause 4 of the <b>Alpha Hire Rental Terms and Conditions</b> .
<b>Company</b>	means Alpha Car Hire Trading Pty Ltd (ABN 49 650 425 568 as listed on Your Alpha Hire Rental Agreement.
<b>GST Act</b>	means <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
<b>Hirer</b>	means the person specified as the Hirer of the Vehicle in the <b>Alpha Hire Rental Agreement</b> .
<b>Joint Hirer</b>	means the person specified as the Joint Hirer of the Vehicle in the <b>Alpha Hire Rental Agreement</b> .
<b>Liability Waiver</b>	means the liability waiver set out in the <b>Alpha Hire Rental Agreement</b> .
<b>Local Renter</b>	means a hirer(s) whose residential address is located within 50 kilometers of the Company's branch location from which the vehicle is hired.
<b>Payment Method</b>	means a valid credit card or Master Card or Visa branded debit card. We do not accept cash, cheques, EFTPOS cards, American Express or Diners Club.
<b>Return Location</b>	means the location listed under "location Information" in the <b>Alpha Hire Rental Agreement</b> or otherwise the same location the vehicle was collected from.
<b>Single Vehicle Incident</b>	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 <i>You</i> or on <i>Your</i> behalf to the <i>Company</i> .
<b>Supplier</b>	means the entity making the supply.
<b>Vehicle</b>	means the vehicle specified in the <b>Alpha Hire Rental Agreement</b> (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 <i>Company</i> .
<b>You</b>	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 Payment Method (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 Booking, pick-up and Return of Vehicle**

2.1 *You* may book the rental of a Vehicle in a number of ways, including at one of the *Company's* offices, by telephone or online at <https://alphacarhire.com.au/>.

2.2 Online rental bookings may require prepayment and any amount prepaid for the rental of a Vehicle will be applied against the total rental charges payable as specified in the **Alpha Hire Rental Contract**. The total rental charges payable may exceed the prepaid amount where, by way of example, *You* decide to purchase optional additional services at the time of pick-up of the Vehicle.

2.3 *Local Renters* will be subject to a security deposit of \$2,500 and will not be entitled to the "Premium" or "Deluxe" liability waiver reductions.

2.4 The pick-up location and time for collection of the Vehicle are specified in the **Alpha Hire Rental Agreement**.

2.5 *You* may amend your existing rental booking up to 48 hours prior to the pick-up time for collection specified in the **Alpha Hire Rental Agreement**. Amendments to an existing rental booking may affect the total rental charges payable and may require a new **Alpha Hire Rental Agreement** to be issued.

Damage as specified in the **Alpha Hire Rental Fees and Charges Schedule (the 'Fees and Charges Schedule')**.

2.6 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.

2.7 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*.

2.8 If *You* have not returned the Vehicle by the Return Time on the Return Date (without an agreed extension):

- a) the *Company* may immediately report the Vehicle to the police as stolen; and
- b) the *Company* may 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**. 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 **Fees and Charges Schedule**.

2.9 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.

2.10 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.

2.11 *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) a person who does not have a valid open class driver's license for the relevant class of vehicle;
- b) a person whose blood alcohol concentration exceeds the lawful percentage (in the place where the Vehicle is being driven);
- c) a person who is under the influence of a drug, intoxicating liquor or substance;
- d) a person who has given or for whom *You* have given a false name, age, address or driver's license details;
- e) a person whose driver's license has been cancelled, endorsed or suspended within the last three years;
- f) a person who has not held an open class driver's license for any class of vehicle for at least one year; or

- g) 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:

- a) driving safely, attentively and legally at all times and ensuring any other Joint Hirer or Authorised Driver does the same; and
- b) 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:

- a) in any area outside the Area of Use shown in the **Alpha Hire Rental Agreement**;
- b) on any unsealed roads or off-road conditions, unless authorised by the *Company* in the Area of Use in the **Alpha Hire Rental Agreement**;
- c) in the snow or above the snow line in New South Wales or Victoria from the beginning of June to the end of September;
- d) on beaches or through streams, dams, rivers, flood waters or any water deeper than the underbody of the Vehicle or of uncertain depth;
- e) for the carriage of any persons for reward;
- f) 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, pace making, reliability trials, speed trials, hill climbing or being tested in preparation for those activities;
- k) in a dangerous, willful 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 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 Payment Method provided under the **Alpha Hire Rental Agreement** or any other Payment Method 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) any applicable cancellation fee as specified in the **Fees and Charges Schedule**;
- h) 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**;
- i) all late fees associated with the return of the Vehicle outside of the normal
- j) 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
- k) all repairs to the Vehicle, unless they are authorised in writing by the *Company* prior to the repair date;
- l) 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 willful 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 the Payment Method, 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 Payment Method(s) provided for payment of any amount due under the **Alpha Hire Rental Contract** even if a signed Payment Method 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 the relevant Payment Method 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 <https://alphacarhire.com.au/privacy-policy/>.

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 technology platforms and service providers including but not limited to website analytics, Software as a Service (SaaS), Infrastructure as a Service (IaaS) and Platform as a Service hosting, marketing and survey utilities, support and development resources.

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 [communications@alphacompanies.com.au](mailto:communications@alphacompanies.com.au) or on 1300 227 473.

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.

## ALPHA CAR HIRE FAIR WEAR AND TEAR GUIDE

There is a certain level of damage to a vehicle which is considered fair wear and tear due to ongoing use. This is treated differently to damage that is caused by a customer, which they will be held responsible for. The distinction between fair wear and tear and unacceptable damage is outlined in the **Alpha Car Hire Fair Wear and Tear** guidelines set out below.

Damage caused intentionally or by gross negligence is not considered fair wear and tear and is excluded from your damage cover. You should always refer to the Terms and Conditions of Rental for a full understanding of the exclusions that apply. We have a range of coverage options available for those who wish to reduce their excess in the event of an accident or damage to their vehicle.

### How do we assess when damage has occurred?

Prior to an Alpha vehicle being rented, any damage, including for fair wear and tear is identified and recorded. Alpha records this damage via time stamped photographs when the vehicle is prepared for rental. If you detect any damage and it has not been recorded, you should notify a staff member of the damage prior to leaving the rental branch.

Fair Wear and Tear includes:	Fair Wear and Tear excludes:
<b>Dents</b>	
<ul style="list-style-type: none"> <li>Dents of no more than 25mm in diameter (excluding bonnets and roofs) where the paint surface has not been broken and there is no paint removal, paint cracking or flaking</li> </ul>	<ul style="list-style-type: none"> <li>Hail damage.</li> <li>Dents of any diameter on bonnets, roofs, wheel arches, style lines, door sills or door edges</li> <li>Multiple dents within a specific local area regardless of size or</li> <li>Any damage affecting or penetrating the paintwork</li> </ul>
<b>Stone chips</b>	
<ul style="list-style-type: none"> <li>Isolated stone chips to any panel up to 2mm in diameter</li> </ul>	<ul style="list-style-type: none"> <li>More than 5 stone chips to an isolated area</li> </ul>
<b>Scratches</b>	
<ul style="list-style-type: none"> <li>Not more than 25mm in length and not more than 1mm wide</li> <li>No paint surface penetration</li> <li>Can be polished out.</li> </ul>	<ul style="list-style-type: none"> <li>Any scratch where the metal, plastic or undercoat is exposed.</li> </ul>
<b>Bumpers</b>	
<ul style="list-style-type: none"> <li>Scratches/Scrapes under the front bumper that are not visible when standing 2 metres back from the vehicle.</li> <li>Light scuffing or scratches:               <ol style="list-style-type: none"> <li>where there is no paint penetration</li> <li>which can be polished out.</li> <li>isolated stone chips up to 2mm in diameter</li> </ol> </li> </ul>	<ul style="list-style-type: none"> <li>Any broken paint</li> <li>Multiple scratches of any size.</li> <li>Dents of 25mm in length or more in diameter</li> <li>Any damage to a textured bumper; and</li> <li>Multiple stone chips of more than 5 to an isolated area</li> </ul>
<b>Wheels, wheel trims, tyres</b>	
<ul style="list-style-type: none"> <li>Light scratches and scuffing up to 20mm in length</li> </ul>	<ul style="list-style-type: none"> <li>Wheel trims or hubcaps that are cracked, broken, missing, buckled, gouged, mismatched or not the original wheel trim</li> </ul>

	<p>or hubcap or alloy rims for vehicles or not the originally supplied rim if:</p> <ol style="list-style-type: none"> <li>a. Scuff mark is more than 20 mm in length.</li> <li>b. Tyre tread and sidewall damage so that the tyre is unroadworthy. e.g., cuts, bulges, gouges and abrasions, tyre misuse, flat spots, and burnouts</li> <li>c. Replacement tyres that differ from those originally supplied</li> </ol>
<b>Windscreen, windows, lamps, and external mirrors</b>	
<ul style="list-style-type: none"> <li>• There is no acceptable fair wear and tear to the windscreen, windows, lamps, or external mirrors</li> </ul>	<ul style="list-style-type: none"> <li>• Scratches, chipping, cracks, holes, or damage to: <ol style="list-style-type: none"> <li>a. The windscreen</li> <li>b. Windows</li> <li>c. Lamps</li> <li>d. External mirror lens, as all such damage may affect the roadworthy status of the vehicle and may subsequently worsen over time from the vehicle continuing to be driven</li> </ol> </li> </ul>
<b>Upholstery, floors, carpets, dashboard, fascia, trim interior, and vehicle cleanliness</b>	
<ul style="list-style-type: none"> <li>• Light marks that can be removed by vacuum or general cleaning, light scuffing or smears or regular day to day debris that is removable by general cleaning</li> </ul>	<ul style="list-style-type: none"> <li>• Any permanent damage caused by harsh or corrosive materials.</li> <li>• Tears, cuts, scratches, holes, or burns.</li> <li>• Any damage to the structure, shape or positioning of a seat.</li> <li>• Hair from pets</li> <li>• Excessive soil, mud, or sand (other than from regular day to day use)</li> <li>• Evidence of smoking in the vehicle</li> <li>• Odours or foreign matter; stains or marks that cannot be removed by general cleaning or require steam cleaning</li> </ul>
<b>Keys, accessories, and equipment</b>	
<ul style="list-style-type: none"> <li>• Minor cosmetic damage that does not in any way affect the functionality of the keys, accessories, or equipment</li> </ul>	<ul style="list-style-type: none"> <li>• Loss or damage to keys or remote.</li> <li>• Damage caused by incorrect fitting of accessories (snow chains, roof racks)</li> <li>• Damage to aerials</li> <li>• Removal or damage to any item supplied with the vehicle (parcel shelf, tools, spare tyres, wheel trims, hazard triangles, first aid kits, GPS unit)</li> </ul>

## ALPHA HIRE RENTAL FEES & CHARGES SCHEDULE

Alpha reserves the right to charge your relevant Payment Method or bank account for any of the listed tolls, fines, fees, charges or excesses accrued whilst using an Alpha vehicle as outlined in the Alpha Hire Rental Terms and Conditions.

Where you make any amendments to any banking details, Payment Method details, residential address or contact numbers (including mobile phone) – please advise Alpha Car Hire in writing at: [resmanager@alphacarhire.com.au](mailto:resmanager@alphacarhire.com.au)

<b>Fines and Infringements</b>	<b>\$99 administration processing fee per infringement notice</b>	If <i>You</i> receive a fine for <b>speeding, parking illegally, littering</b> or <b>otherwise incur any other type of traffic related fine or infringement</b> whilst using an Alpha vehicle, <i>You</i> will be responsible for paying this fine in addition to the administration processing fee listed.
<b>Cancellation Fee</b>	<b>\$75</b>	If <i>You</i> : a) cancel your existing rental booking less than 48 hours prior to the pick-up time for collection specified in the <b>Alpha Hire Rental Agreement</b> ; or b) otherwise fail to collect the Vehicle from the pick-up location by the time for collection of the Vehicle specified in the <b>Alpha Hire Rental Agreement</b> , then the <i>Company</i> can charge <i>You</i> a cancellation fee of \$75.
<b>Fuel Charge</b>	<b>\$4.40 per litre in order to fill the tank</b>	This may include a service component. The minimum fuel charge is \$20.
<b>Accident Related Charges (Administration Fee)</b>	<b>\$250 (in addition to any applicable damage liability cost)</b>	<i>You</i> will also be liable for the damage liability costs outlined in the <b>Alpha Hire Rental Agreement</b> . If <i>You</i> do not purchase a damage liability waiver, and <i>You</i> have an accident in the vehicle, <i>You</i> may be charged the full excess of \$4400 for passenger vehicles or \$6600 for commercial vehicles.
<b>Cleaning and Deodorising Fee</b>	<b>Up to \$299.</b>	<i>You</i> must return the vehicle in a suitable state of cleanliness.
<b>Relocation Fee</b>	<b>\$2.20 per kilometre</b>	<u>In addition to</u> any and all other costs associated with transporting or towing the vehicle to the Return Location).
<b>Roadside Assistance Fee</b>	<b>\$150 per instance</b>	In addition to other associated charges, where <i>You</i> are at fault and roadside assistance is required.
<b>Credit Card Surcharge</b>	<b>1.65%</b>	If you use a credit card to pay, there will be an additional surcharge.

<b>Broken or Tampered Odometer Fee</b>	<b>32.5 cents per kilometre at 500kms per day</b>	Plus, any cost of repairing or replacing the odometer.
<b>Kilometre Allowance</b>	The Kilometre Allowance per day and Charge Per Excess Kilometre Fee are indicated in the <b>Alpha Hire Rental Agreement</b> under ' <b>Charges</b> '. The <i>Company</i> charges <i>You</i> the applicable Excess Kilometre Fee when <i>You</i> return the Vehicle.	

## **Toll Facility Terms and Conditions**

### **1. Your Toll Facility**

- Your Toll Facility is provided by the *Company* to You to enable You to pay Tolls and Fees relating to the Toll System in accordance with these Terms and Conditions
- In order to use Your 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 Toll Facility, including for any Tolls and Fees they incur.

### **2. Your vehicle is tag-less and the licence plate is captured to identify when a Toll road is used.**

- You must pay the following amounts to the *Company* in connection with the use of Your Toll Facility:
  - All Toll and related costs including the video matching fee (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 Toll charge
- You acknowledge that if You fail to pay any Tolls or Fees as required by these Terms and Conditions, the *Company* may refer that failure to a Credit Reporting Agency.

### **3. Payment methods and authority**

#### Payment by Payment Method

- You:
  - Promise to the *Company* that You are authorised to use the Payment Method to meet Your payment obligations under these Terms and Conditions; and
  - Authorise the *Company* to debit amounts from, or credit funds to, the Payment Method in respect of Tolls and Fees and other amounts payable to, or from the *Company* Terms and Conditions.
- The *Company* will debit Tolls and Fees from the Payment Method as soon as practicable after the relevant Tolls and Fees are incurred or, where applicable, notified to the *Company* by a Toll road operator.
- If:
  - There are insufficient funds available in the Payment Method to meet your payment obligations under these Terms and Conditions; or
  - A transaction on the Payment Method is declined for any reason save for:
    - The negligence of, or wilful misconduct by the *Company* or any of its officers, employees or agents; or
    - A *Company* systems error,

You will be charged a Dishonour Fee by the *Company* and You (or, if relevant, the Payment Method Holder) may be charged fees, charges and interest by Your financial institution or, if relevant, the financial institution of the Payment Method Holder.

- You must ensure that You immediately provide the *Company* with details for an alternative Payment Method, which can be used to meet Your obligations under these Terms and Conditions, and an authority for the *Company* to debit the alternative Payment Method, if:

- The existing Payment Method is cancelled, suspended or is otherwise not useable; or
- The existing Payment Method Holder cancels Your authorisation to use the existing Payment Method.

#### 4. Errors in charging Tolls and Fees

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

#### 5. Toll Facility Transaction Summary

Upon request, You will receive via your nominated email on file a Transaction Summary itemizing any charges made by the *Company*.

#### 6. 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.

#### 7. Definitions

In these 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 21 years or older and who is authorised by You to use and access Your Toll Facility.

**Company** means Alpha Car Hire Trading Pty Ltd (ABN 49 650 425 568).

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

**Dishonour Fee** means a fee of \$2.50.

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

**Toll Facility** means the facility described in clause 1(a).

**Fees** means each of the fees and costs (and any taxes applicable to them) described in clause 2(a) of these Terms and Conditions.

**GST** has the same meaning as In a New Tax System (goods and Services Tax) Act 1999 (Cth).

**Payment Method** means a valid credit card or Master Card or Visa branded debit card nominated by You as the source of payment for all Tolls and Fees. We do not accept cash, cheques, EFTPOS cards, American Express or Diners Club.

**Payment Method Holder** means a person other than You who holds a Payment Method.

**Rental Agreement** means the agreement entered into between You and the *Company* comprising the document titled "Alpha Hire Rental Agreement" and any other document given to You by the



*Company* at Vehicle pick-up.

**Service Fee** means a fee of \$2.50.

**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 Terms and Conditions.

**Transaction Summary** means a summary of the transactions (including the Tolls and Fees incurred) on Your 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** and **Your** refers to the person(s) who have agreed to be bound to these Terms and Conditions and with whom the Rental Agreement is made.

## **8. 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.

## HIRER COLLISION or DAMAGE REPORT FORM

Report Number \_\_\_\_\_ Contact \_\_\_\_\_ Contact Number \_\_\_\_\_  
Rental Location \_\_\_\_\_ Stock Number \_\_\_\_\_  
Vehicle Registration Number \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

### Renter

Full Name \_\_\_\_\_ Occupation \_\_\_\_\_ Phone Home \_\_\_\_\_  
Address \_\_\_\_\_ Business \_\_\_\_\_  
\_\_\_\_\_ Mobile \_\_\_\_\_  
E-Mail Address \_\_\_\_\_  
Employer's Name \_\_\_\_\_  
Employer's Address \_\_\_\_\_

### Driver

Full Name \_\_\_\_\_ Occupation \_\_\_\_\_ Phone Home \_\_\_\_\_  
Address \_\_\_\_\_ Business \_\_\_\_\_  
\_\_\_\_\_ Mobile \_\_\_\_\_  
E-Mail Address \_\_\_\_\_  
Employer's Name \_\_\_\_\_  
Employer's Address \_\_\_\_\_  
Licence No \_\_\_\_\_ Expiry Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ State/Country \_\_\_\_\_ DOB \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Have any drugs or alcohol been consumed within 12 hours of the accident? Yes  No   
If "yes" what quantity? \_\_\_\_\_

### Witness

Full Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_

Was the witness a passenger in the insured vehicle Yes  No  Or other Vehicle Yes  No

Full Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_

Was the witness a passenger in the insured vehicle Yes  No  Or other Vehicle Yes  No

Full Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_

Was the witness a passenger in the insured vehicle Yes  No  Or other Vehicle Yes  No

### Other Vehicles

1. Reg Number \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_  
Driver Name \_\_\_\_\_ Licence No \_\_\_\_\_ Insurance Co \_\_\_\_\_  
Driver Address \_\_\_\_\_ Driver Phone \_\_\_\_\_  
Owner Name \_\_\_\_\_ Owner Phone \_\_\_\_\_  
Owner Address \_\_\_\_\_

2. Reg Number \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_  
Driver Name \_\_\_\_\_ Licence No \_\_\_\_\_ Insurance Co \_\_\_\_\_  
Driver Address \_\_\_\_\_ Driver Phone \_\_\_\_\_  
Owner Name \_\_\_\_\_ Owner Phone \_\_\_\_\_  
Owner Address \_\_\_\_\_

**Other Property Damage**

Yes  No  If "yes" give details \_\_\_\_\_

**Injury**

Was any party injured \_\_\_\_\_ Yes  No  If "yes" give details \_\_\_\_\_

Name \_\_\_\_\_

Extent of injury \_\_\_\_\_

Name \_\_\_\_\_

Extent of injury \_\_\_\_\_

**Accident Details**

Date of Incident \_\_\_\_/\_\_\_\_/\_\_\_\_ Time \_\_\_\_am/pm

Location (street) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Road Surface Sealed  Gravel  Dirt  Sand  Other \_\_\_\_\_

Weather Dry  Wet  Fog  Other \_\_\_\_\_

Visibility Good  Bad  (give details) \_\_\_\_\_

Speed Your Vehicle \_\_\_\_\_ Other Vehicles \_\_\_\_\_

**Police Details**

Police Station \_\_\_\_\_ Phone \_\_\_\_\_ Police Officer \_\_\_\_\_

Incident Number \_\_\_\_\_ Date Reported \_\_\_\_\_

What Charges \_\_\_\_\_ Against Whom \_\_\_\_\_

Who do you consider responsible for this accident and why do you consider that person responsible? \_\_\_\_\_

Accident Description \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sketch Plan** (Must be Completed N.B Sketch Diagram using the symbols below).



- Vehicle Driven by You
- Other Vehicles number 1,2,3 etc
- Parked Vehicles
- Rail/tram tracks
- Travel by arrow in symbol
- Persons
- Traffic lights
- Curved Road
- Pedestrian Crossing
- Stop Sign
- Give way Sign
- Road Intersection

I/We do hereby solemnly and sincerely declare that the information herewith provided by me/us is a true and correct record of the incident as recalled by me/us. I/We further declare that all of the questions have been answered by me/us fully and truthfully and I/we declare that I/we have not withheld any relevant information in respect of the incident described above.

Renter's Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Driver's Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

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