

Motor Vehicle Subscription Terms and Conditions

1. INTRODUCTION

1.1 This is a legally binding motor vehicle subscription agreement between Alpha Car Hire Trading Pty Ltd (Alpha FlexiDrive, we, us, our) and you, (Subscriber, you, your).

1.2 Your Subscription Agreement (Agreement) with us consists of:

- a. these Subscription Terms and Conditions (Terms and Conditions);
- b. your Subscription Booking (including the Subscription Details and the Subscription Plan which is offered to you); and
- c. the Vehicle Condition Report.

You must comply with all the terms of the Agreement.

1.3 You must complete the Subscription Booking in its entirety and provide all information requested in the Subscription Booking (sufficient to satisfy us) including:

- a. true and accurate responses to all fields in the Subscription Booking;
- b. confirmation that you hold a valid, full drivers licence;
- c. your current residential address;
- d. debit or credit Card Details

1.4 The Agreement is governed by the laws of the state or territory in which we provide the Vehicle to you and you agree that courts in that State have non-exclusive jurisdiction to determine any dispute that arises between you and us.

1.5 The Australian Consumer Law applies to the Agreement, and it provides you with rights that are not excluded, restricted or modified by the Agreement. Any provision in this contract is subject to the specific protections and guarantees in that and any corresponding Federal, State or Territory legislation.

1.6 We may use and accept electronic signatures as a means of entry into the Agreement. When you, or we, insert an electronic signature, you consent to the use of this means acceptance of these Terms and Conditions without diminishing your obligations under the Agreement.

2. SUBSCRIPTION REGISTRATION

2.1 You must provide us with basic information and confirm your eligibility by answering questions about your driver's license, residential address, date of birth, including the mandatory information required by clause 3 of these Terms and Conditions.

2.2 If a manual approval is required you must provide us with further information as they reasonably require, including but not limited to bank statements, utility bills and pay slips.

2.3 As part of your Subscription application, you will be required to pay a Security Deposit and accept the Agreement as confirmation that you have read and agree to be bound by these Terms and Conditions.

2.4 Your Subscription is considered active only when you collect the Vehicle from us. It is your responsibility to collect the Vehicle as soon as possible after you have made a booking in accordance with clause 6. Alpha will endeavour to make the vehicle available on the date requested in the booking.

2.6 You warrant and agree that:

- a. any information you provide as part of or ancillary to your Subscription Application, including your name, address and other identifying information is accurate, current and complete; and

3. SUBSCRIPTION REGISTRATION REQUIREMENTS

3.1 To qualify for a Subscription you must meet all of the following requirements:

- a. be at least 25 years of age and not older than 75 years of age;
- b. hold a valid licence to drive the Vehicle which is:

- i. issued in an Australian state or territory or an international license (with a valid International Driving Permit or an approved translation into English if your license is not issued in English);
 - ii. appropriate for the class of the Vehicle; and
 - iii. not subject to any restriction or condition.
- c. Learner drivers and provisional and probationary licence holders are not acceptable and must not drive the Vehicle
- d. The vehicle must not be driven if your license or that of the Authorised Driver:
 - i. is cancelled or suspended, including as a result of an accumulation of demerit points; or
 - ii. has been cancelled or suspended, within three (3) years of the date of the Alpha FlexiDrive subscription agreement.
- e. you must provide Alpha FlexiDrive and/or us with any documents they reasonably request, including but not limited to photo identification, proof of address and photocopies of your driver's license or credit or debit cards; and
- f. you must provide Alpha FlexiDrive with an acceptable valid debit or credit card from which to direct debit the weekly or fortnightly payment and any fees and mileage charges.

3.2 You must immediately notify us of any:

- a. changes to Your contact details including Your phone number, address or email address;
- b. changes to Your nominated credit or debit card;
- c. suspensions or cancellations of Your Driver's Licence; or

3.3 You consent to Alpha FlexiDrive communicating with you electronically via your nominated email address (including by giving you any notice under this Agreement) and:

- a. you acknowledge and understand the risks associated with sending or receiving personal information via email;
- b. you agree to check your nominated email address regularly and that any notice or document we send to you by electronic communications will be deemed to have been received by you; and

- c. you accept that we are not required to send you paper documents and you are responsible for viewing, printing or saving documents or information which is sent to you electronically.

3.4 You must promptly respond and comply if we communicate with you via your email address or phone and make any reasonable request for you to do any act or provide information or documentation arising from or relevant to this Agreement.

4. SUBSCRIPTION

4.1 It is an essential and material condition of this Agreement that you:

- a. pay all Subscription Charges by credit or debit card when they become due;
- b. prevent any person who is not an Authorised Driver from accessing the Subscription services;
- c. not allow any other person, except an Authorised Driver, to drive the Vehicle; and
- d. maintain a current drivers license.

Any breach of this clause 4.1 is a Major Breach.

4.2 This Agreement will operate for the duration of your Subscription Plan.

4.3 You may terminate this Agreement and your Subscription Plan at any time by providing no less than 28 days written notice to us.

4.4 We may also terminate this Agreement and your Subscription Plan at any time and without cause by giving you three (3) days notice. In that event (and subject to any claim which we may have against you for unpaid Subscription Charges or Damage to the Vehicle):

- i. retain possession of the Vehicle during the three (3) day notice period

4.5 We may terminate this Agreement and your Subscription Plan immediately and without notice to you if it reasonably believes that you have committed a Major Breach or any other material breach of this Agreement.

5. BOOKINGS

5.1 On application you may select a Vehicle and nominate a commencement date for the Booking.

5.2 Each Booking is subject to these Terms and Conditions.

5.3 You must always comply with the conditions that are part of your Booking including strictly observing the times, dates and duration of your Subscription.

5.4 Your Subscription Plan may include an Early Return Fee. An Early Return Fee may be imposed if you return the Vehicle prior to the expiration of the notice period for termination of your Subscription Plan.

5.6 We reserve the right to:

- a. decline to activate your Subscription; and/or
- b. deal with the Vehicle in any manner and in its absolute discretion,

at any time before you collect the Vehicle.

6. VEHICLE COLLECTION / VEHICLE CONDITION REPORT

6.1 You must sign the Vehicle Condition Report before you take possession of the Vehicle, and we reserve the right to retain possession of the Vehicle until you do so. If you fail to sign the Vehicle Condition Report it is a breach of this Agreement.

6.2 Before you take possession of the Vehicle:

- a. you must inspect the Vehicle;
- b. you must ensure that any pre-existing damage is noted and shown in the Vehicle Condition Report; and
- c. you must sign the Vehicle Condition Report.

6.3 You will be prejudiced in your ability to dispute whether any Damage occurred during the Booking Period if you do not comply with the terms of this clause.

6.4 We recommend that you take photos of each side of the Vehicle, its front, rear and interior in case there is a dispute about Damage detected when the Vehicle is returned.

7.CONDITIONS OF USE OF THE VEHICLE

7.1 Only you or an Authorised Driver may drive the Vehicle. If you or an Authorised Driver allow anyone who is not an Authorised Driver to drive the Vehicle, that constitutes a Major Breach of the Agreement and:

- a. you and the Authorised Driver are excluded from any entitlement to Damage Cover indemnity; and
- b. the breach allows us to take immediate possession of the Vehicle.

7.2 The Vehicle must not be driven by You or an Authorised Driver:

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

7.3 You and any Authorised Driver must not:

- a. fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;
- b. allow the vehicle to be driven by a provisional or probationary licence holder or learner driver
- c. use the Vehicle:
 - i. for any illegal purpose;
 - ii. to move dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
 - iii. to propel or tow another vehicle or a trailer;

- iv. to carry illegal drugs or substances;
- v. in connection with the motor trade for experiments, tests, trials or demonstration purposes; or
- vi. in an unsafe or un-roadworthy condition.

7.4 You and any Authorised Driver must not:

- a. damage the Vehicle deliberately or recklessly or allow anyone else to do so;
- b. modify the Vehicle in any way;
- c. sell, rent, lease or dispose of the Vehicle; or
- d. register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009.

7.5 You and any Authorised Driver must not use the Vehicle to carry:

- a. passengers for hire, fare or reward or for rideshare purposes;
- b. more than the number of passengers for which the Vehicle is licensed; or
- c. any load that exceeds the limits for which the Vehicle was designed, constructed, registered or licenced.

7.6 You or an Authorised Driver must not:

- a. use the Vehicle to transport any pets or animals except assistance animals; or
- b. smoke in the Vehicle and You must prevent any passenger from doing so.

7.7 Parts of Australia are not suitable for access by subscription vehicles. To prevent damage to the Vehicle and for your own personal safety we strictly enforce conditions that restrict your use of the Vehicle and unless We have given our prior written consent, you must never take the Vehicle:

- a. On any Unsealed Road;
- b. Above the Snow Line;
- c. Off Road;
- d. Between mainland Australia and Tasmania in either direction, or into or out of the Northern Territory or Western Australia;

- e. Onto any island that is off mainland Australia with the exception of
 - i. Kangaroo Island;
 - ii. Bribie Island;
 - iii. Phillip Island;
- f. Through any river, stream, creek or tidal crossing;
- g. Through flood waters or on flood prone roads or on any road where the state or condition of the road make the use of the Vehicle unsafe;
- h. On any road where the police or any government or statutory authority has issued a warning, caution or which has been closed;
- i. Onto any road where We have notified You that the use of the Vehicle is prohibited;
- j. In Queensland
 - i. North of Chillagoe or west of Georgetown;
 - ii. North of Cooktown or Laura;
 - iii. On the Burke Development Road;
 - iv. North of Maggieville;
 - v. On Unsealed Roads north and west of Mt Isa;
 - vi. On the Bloomfield track; or
 - vii. On the Savannah Way

7.8 The Vehicle must never be driven or used on any island that is off mainland Australia unless we have given prior written permission.

7.9 You must pay all tolls, speeding and traffic fines and infringements as well as any fines or charges imposed for parking or using the Vehicle or release of the Vehicle if it has been seized by a regulatory authority.

7.10 You and any Authorised Driver must make sure that the Vehicle is locked when not in use or unattended and the keys or remote control device must be kept in a secure place at all times and must never be left in the ignition when the Vehicle is unattended.

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

- a. preventing it from being damaged;
- b. making sure that it is protected from the weather;
- c. maintaining the engine and brake oils and coolant level and tyre pressures;
- d. using the correct fuel type; and
- e. making sure it is not overloaded.

7.12 You must pay for the fuel costs incurred for the use of the Vehicle.

8.MAINTENANCE AND REPAIRS

8.1 We will notify you when the Vehicle is due for a service and as directed by us you must arrange (within a reasonable timeframe – 3 weeks) to take the Vehicle to a service provider who is approved by us for the purpose of repairs or maintenance, including for the purpose of servicing the GPS tracking device. Failure to get the vehicle serviced timeously will result in a Major Breach and the contract may be terminated. Should We suffer any damage as a result of the service not being performed timeously, You will be liable for the full cost.

8.2 Where the vehicle has been taken in for service and we have determined the Vehicle cannot be driven or used due to repair or other work on the Vehicle, a courtesy or replacement Vehicle may be provided only where the expected duration of the repair or work on the Vehicle exceeds 2 Business Days. We are not required to make available to you a courtesy or replacement Vehicle while repairs or other work is being performed on the Vehicle and the decision to do so (or refrain from doing so) is at the sole discretion of Alpha. A courtesy or replacement Vehicle (if offered to you) may be collected by you from us in accordance with clause 6.

8.3 You and any Authorised Driver must notify us immediately (using contact details available on our website <https://alphacarhire.com.au/contact-us>, if:

- a. a warning light is activated or a fault message appears in the Vehicle;

- b. you see or become aware of low engine or brake oils, or engine coolant levels;
- c. the Vehicle develops any fault during the Subscription Period; or
- d. the GPS tracking device is removed or otherwise ceases to function.

If you fail to notify us before the end of the next Business Day and continue to use the Vehicle you will be responsible for any Damage or Third Party Loss.

8.4 You must not let anyone repair or work on the vehicle or tow or salvage it without our prior written authority from Alpha.

8.5 Where we have given you prior authority you must keep and produce to us the original tax invoices and receipts for any repairs, towing or salvage.

8.6 Reimbursement of expenses under clause 8.4 will only be paid to you if:

- a. those expenses have been pre authorised by Alpha;
- b. you produce to Alpha the original tax invoices and receipts for any repairs, towing or salvage;
- c. you have not committed a Major Breach of the Agreement; and
- d. you have paid all fees, including your Subscription Charges.

we reserve the right to refuse reimbursement until your Subscription is in good order with no overdue fees.

8.7 You and any Authorised Driver must not leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator.

8.8 Except for the items which have been authorised by us in accordance with clause 8.4, we do not reimburse any other costs incurred by you arising from or in connection with repairs to or maintenance of the Vehicle (including taxi fares, hire car costs, and similar expenditure).

9. TOLL CHARGES

9.1 You must pay for the toll road operator for the use of the Vehicle on toll roads and it is your responsibility to fit an electronic tag (e-tag) to the Vehicle and promptly pay all toll road fees and charges.

9.2 You must notify us of the e-tag number fitted to the Vehicle.

9.3 If you fail to fit an e-tag or the e-tag is not recognised by a toll road, we will nominate You as the driver and responsible party. You will be charged an Administration fee. We may charge you the toll fee, a number plate recognition fee and a Toll Processing Fee for each toll fee incurred.

10.DAMAGE COVER

10.1 You will receive the benefit of our insurance with our 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 Subscription Plan (regardless of who is at fault);
- b) are not in breach of the Subscription Plan and have not caused any other person to have acted in a manner which is in breach of the Subscription Plan;
- 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.

Should you select the option to reduce your damage excess, and provided all of your fees and subscription payments are up to date, you may be eligible to a courtesy vehicle for the duration of the repair. For sake of clarity, you will need to continue paying your subscription payments in line with your Agreement.

10.2 If cover is provided, You authorise our insurer, at its sole discretion, to defend or settle any legal proceedings. Our 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.

10.3 Regardless of whether cover is provided, we may charge You for losses during the period the Vehicle is unavailable for rent due to repairs.

10.4 Subject to these Terms and Conditions, you may reduce the Damage Excess payable for each Accident or theft claim from \$5,000 if:

- a. you are paying a weekly / fortnightly Liability Protection fee as part of your Vehicle Subscription at the time of the Accident or theft; and
- b. your Vehicle Subscription payments are not in arrears or overdue on the date of the Accident or theft.

10.5 The Damage Excess payable under clauses 10.1, 10.2 and 10.3 will be charged to your provided payment method.

10.6 If the Damage Excess is payable by you and if it is not paid, this amount will be deemed to be a default in payment under clause 15.7.

10.7 If we recover in full the loss arising from Accident or Theft or if the costs arising from Damage to the Vehicle is less than the Damage Excess, then the unused portion of the Damage Excess will be refunded to you.

11.DAMAGE COVER EXCLUSIONS

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

- a. Damage or Third Party Loss arising from:
 - i. a Major Breach of the Agreement; or
 - ii. the use of the Vehicle by any driver who is not an Authorised Driver;
- b. Overhead Damage;
- c. Damage caused from hitting an animal(s);
- d. Hail Damage;
- e. Interior Damage;
- f. Underbody Damage;
- g. Reversing Damage; and
- h. Damage caused by immersion of the Vehicle in water.

11.2 There is also no Damage Cover for:

- a. the full cost of replacing or repairing any accessories supplied by us including, but not limited to GPS units, lost keys, keyless start and remote control devices; and
- b. personal items that are left in or stolen from the Vehicle or for loss or damage to property belonging to or in the custody of you, your relatives friends or employees. of:

12.VEHICLE RETURN

12.1 When you decide to end your Subscription, you must inform us that you want to return the Vehicle and you must notify us by no less than 28 days advance notice or pay the equivalent of 28 days Subscription Charges. You must return the Vehicle to us only at the time and location which has been agreed between you and us (the Return Booking), subject to clause 12.3.

12.2 It is a condition of every Return Booking that the Vehicle must be returned:

- a. only to an authorised vehicle depot of ours; and
- b. only during our Business Hours.

12.3 If you want to vary the Return Booking of the Vehicle:

- a. you must give a minimum of 24 hours notice to Alpha;
- b. you must request an alternative time/location for return and reach agreement with us as to a suitable alternative; and
- c. we will use reasonable efforts to accommodate your request for a variation (but cannot guarantee that it will agree to any alternative which you may request).

12.4 If you fail to return the Vehicle in accordance with the Return Booking:

- a. We may terminate the Agreement and remotely disable the Vehicle using a telematics device and:
 - i. if the Vehicle's location is known, we may repossess the Vehicle from its current location and if the Vehicle is located on your

premises you give us permission to access and enter your premises to do so; and

- ii. if the Vehicle's location is unknown, after making reasonable attempts to contact you, we will report the Vehicle as stolen to the Police.

12.5 You must pay all costs and charges associated with recovery and repossession of the Vehicle. These costs and charges may include:

- a. towing, recovery and storage charges;
- b. release fees claimed by third parties, including from any compound where the Vehicle has been lawfully seized and/or stored by a regulatory authority; and
- c. repossession agent's fees.

12.6 You must return the Vehicle:

- a. to the location and at the time agreed between you and us;
- b. in the same condition it was in at the beginning of the Booking Period;
- c. cleaned; and
- d. with a full tank of fuel.

12.7 If you return the Vehicle with less than a full tank of fuel, a Refuelling Fee will apply as per the current rates on our website.

12.8 You must not:

- a. return, or purport to return the Vehicle outside of our business hours or otherwise at a time or a location which has not been agreed between you and us;
- b. park or abandon the Vehicle at or near our location and depart without having a face to face interview with our representative and otherwise complying with the process described in this clause 12.

12.9 You must pay:

- a. any outstanding charges;
- b. the Damage Excess if there is Damage or Third Party Loss as a result of an Accident or the Vehicle has been stolen;

- c. any costs incurred by us, including extra cleaning costs, in reinstating the Vehicle to the same condition it was in at the commencement of the Subscription Period, fair wear and tear excluded;
- d. the replacement cost or incurred loss for the of replacement of the service logbook or other accessories supplied to you at the commencement of the Subscription, if the Vehicle is returned to us without these items;
- e. for all Damage arising from a Major Breach of the Agreement;

12.10 In all cases where Alpha manages repairs to the Vehicle, you must remove all of your personal property from the Vehicle when you return the Vehicle and you acknowledge that we are not responsible for any personal property remaining in the Vehicle thereafter. If the Vehicle has been repossessed pursuant to clause 12.4(a) it is your responsibility to contact Alpha and to arrange collection of any personal property left in the Vehicle (during Business Hours). We reserve the right to dispose of any personal property which has not been collected after seven (7) days.

12.11 You must sign the Vehicle Condition Report at the time of returning the Vehicle. If you fail to sign the Vehicle Condition Report at the time of Vehicle Return, you will not be able to dispute whether you are responsible for Damage allegedly incurred to the Vehicle during the Subscription Period.

12.12 If, at the time of returning the Vehicle, the Vehicle is not in the same condition as when you took possession of it (fair wear and tear excluded) then you are responsible for all costs incurred by us to return the Vehicle to that condition, including costs of replacement of any Vehicle accessories supplied to you when you took possession.

13.FINANCIAL OBLIGATIONS

13.1 All Subscription Charges and other fees imposed by Alpha under the terms of this Agreement are inclusive of GST unless otherwise stated. All Subscription Charges must be paid in advance either weekly or fortnightly as agreed.

13.2 At the start of the Subscription Period you must pay a Security Deposit as security for fees and charges that may be incurred during the Subscription Period and other wise under the terms of this Agreement.

13.3 For amounts owing to us pursuant to this Agreement, you authorise Alpha FlexiDrive and/or us to charge any provided payment method, (for example, your credit card).

13.4 A valid payment method must be provided to Alpha FlexiDrive at all times.

- a. You are not permitted to revoke authorisation to charge any provided payment method unless a valid alternative payment method is provided to Alpha FlexiDrive and us; and
- b. You must provide at least seven (7) days written notice via email to us to remove any provided payment method from your Subscription Plan

13.5 A kilometre limit applies to your use of the Vehicle according to the Subscription Plan you have selected.

- a. For each instance when you exceed the kilometre limit shown in the Subscription Plan you will incur an additional Kilometre Usage Fee per kilometre in excess of the limit travelled depicted by your selected package which will be debited with your next Subscription Charge or invoiced to you if this Agreement has been terminated.
- b. The kilometre usage is calculated according to the same time periods as the applicable Billing Cycle shown in the Subscription Plan.
- c. The kilometre usage is typically calculated based on GPS location data and may not reflect the kilometre usage as shown by the Vehicle or the odometer shown in your Agreement.
- d. Kilometre usage does not roll over Billing Cycles. Any unused kilometres within a Billing Cycle period are forfeited.
- e. An administrative fee of \$500 applies where the GPS unit has been tampered with or removed. Where a GPS unit has been tampered with or removed, excess kilometre fees will be payable and those fees will be the greater of:

- i. the maximum weekly kilometre limit of your Subscription Plan for the duration that the GPS unit has been tampered with or removed; or
- ii. the calculated kilometres travelled based on the last known locations of the Vehicle.

13.6 Amounts owing to us pursuant to this Agreement accrue interest at the rate of 20% per annum commencing 28 days after the amount became due.

13.7 Late payments.

- a. If we are not able to debit your nominated credit card for Subscription Charges and other fees imposed by us under the terms of this Agreement then, in addition to any other rights which we may have under this Agreement, we may:
- b. Make three further attempts to debit your account within the first seven (7) days after the payments become due; and
- c. charge you administrative fee of \$35 which applies to all late payments that are more than seven (7) days overdue, (which compensates us for the extra labour and associated costs of contacting you when payments are overdue);
- d. require immediate payment of all Subscription Charges and other fees imposed by us under the terms of this Agreement; and
- e. engage a debt collection agency to recover outstanding amounts at your cost.

13.8 Default in payment

- a. If you default in payment of any moneys owed to us under the Agreement for a period of 10 days or more:
 - i. after providing you with reasonable notice, we may remotely disable the Vehicle using the telematics device that enables it to be remotely disabled to prevent the Vehicle being started;
 - ii. we may repossess the Vehicle without using unreasonable force and you give us permission to access and enter your premises to do so; and
 - iii. you authorise us to provide information of that default to a credit reporting body and to obtain an up to date consumer

credit report on you. Personal information may be used and disclosed by the credit reporting body in accordance with the Privacy Act to create or maintain a credit information file containing information about you, including defaults in excess of 60 days and the debt owed to us.

13.9 If you initiate a chargeback which is subsequently shown to be unfounded we reserve the right to charge you a reasonable fee (not greater than \$50) to cover our administrative costs of processing the chargeback and additionally any processing or other fee which has been imposed upon us by a third party payment processor in connection with the unfounded chargeback.

14. BREAKDOWNS

14.1 Twenty-four-hour roadside assistance is provided free of charge for breakdowns (but not for Accidents).

14.2 If you experience a breakdown and require roadside assistance, you must:

- a. contact the roadside assistance provider directly, to arrange that assistance (using the contact details which are provided with the Vehicle, or otherwise accessible via our [website](#); and
- b. notify us within 24 hours, using the contact details provided at the end of these terms and Conditions Provided there has not been a Major Breach the roadside assistance provider will supply all practical assistance as soon as practicable.

14.3 we are not responsible for and there is no roadside assistance for:

- a. damage as a result of use of the incorrect fuel type;
- b. a flat battery because the lights, accessories or entertainment system have been left on without the engine running;
- c. a flat battery where the Vehicle has not been used for more than 3 consecutive days;
- d. tyre changing or replacement as a result of a puncture or damage to the wheel;
- e. lost keys or remote control device; or

- f. keys or remote control device locked in the Vehicle.

14.4 Extra charges will apply if any of these services are provided at your request.

15.ACCIDENT AND THEFT REPORTING

15.1 If you or any Authorised Driver have an Accident or if the Vehicle is stolen you must, in addition to complying with your obligations under applicable laws:

- a. report the Accident or theft to Alpha in writing via email within 24 hours of it occurring; and
- b. fully complete a Damage Report form.

Failure to report an Accident/Theft is a Major Breach of this Agreement.

15.2 You and any Authorised Driver must not leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator.

15.3 If the Vehicle is damaged in an accident, you must follow reasonable instructions given by us with respect to the Vehicle and you must cooperate with us to enable the Vehicle to be moved to a secure place for repair.

15.4 If the Vehicle is stolen or if you have an Accident where:

- a. any person is injured;
- b. the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or
- c. the other party appears to be under the influence of drugs or alcohol,

you and any Authorised Driver must report the theft or Accident to the Police.

15.5 If you have an Accident you must:

- a. exchange names and addresses, telephone numbers and email addresses with the other driver;
- b. take the registration numbers of all vehicles involved;
- c. take as many photos as is reasonable showing:

- i. the position of the Vehicles before they are moved for towing or salvage;
 - ii. the Damage to the Vehicle;
 - iii. the damage to any third party vehicle or property; and
 - iv. the general area where the Accident occurred, including any road or traffic signs;
- d. obtain the names, addresses and phone numbers of all witnesses;
- e. not:
 - v. make any admission of fault;
 - vi. promise to pay the other party's claim; or
 - vii. release the other party from any liability;
- f. forward all third party correspondence or court documents to us within 7 days of receipt; and
- g. co-operate with us in the prosecution and or defence of any legal proceedings (whether instituted by us or not) arising from or as a result of an Accident, including attending:
 - i. Our lawyer's office; or
 - ii. any Court hearing.

15.6 If the Vehicle suffers Damage in an accident or if the Vehicle is stolen, you must continue to pay the Subscription Charges until the earlier of the following events:

- a. you pay the Damage Excess; or
- b. the Damage has been repaired; or
- c. the Vehicle has been replaced (but only if the Vehicle has been stolen or declared a total loss because it suffers Damage that cannot be repaired).

15.7 Your entitlement to Damage Cover will be reduced, including to nil, according to the extent We are prejudiced as a direct result of any delay in complying with the reporting obligations in clauses 15.1 and 15.5

15.8 If the Vehicle is stolen or suffers Damage that is not capable of repair, then, provided that you have not committed a Major Breach of this Agreement, and the Damage Vehicle Liability has been paid, the Subscription Agreement for the Damaged Vehicle will terminate and you will have the option of entering into a Subscription Agreement for another Vehicle.

16.REPOSSESSION OF THE VEHICLE

16.1 If this Agreement or your Subscription Plan is terminated by Alpha under clause 4.5, we may require you to return the Vehicle using the process described in clause 12 or, alternatively, we may repossess the Vehicle from you or any Authorised Driver, and you will be liable for the cost of repossession, any costs to make good any Damage to the Vehicle on collection, and any unpaid or overdue Subscription Charges and other fees imposed.

16.2 Notwithstanding clause 4.5, we, its agents, contractors or representatives may immediately terminate this Agreement and repossess the Vehicle without notice to you if:

- a. you have illegally parked the Vehicle for longer than 24 hours;
- b. you have disconnected, damaged, or removed the GPS unit from the Vehicle;
- c. you have committed a reckless breach of applicable road and traffic laws;
- d. the Vehicle is apparently abandoned; or
- e. payments due from you to us are in arrears for ten (10) days and are not received within three (3) days of being demanded in writing by us;

16.3 If this Agreement or your Subscription Plan is terminated by you under clause 4.3 then you must return the Vehicle on expiry of the notice period. If the Vehicle is not returned, we may immediately repossess the Vehicle without further notice to you.

16.4 If we, or any of its agents, contractors or representatives repossess the Vehicle in accordance with this Agreement, you agree to indemnify us for the costs (including but not limited to any legal costs) incurred by us and any of

its agents, contractors or representatives in repossessing the Vehicle and/or recovering any payments in arrears from you (including towing costs).

17. CONSEQUENCES OF A MAJOR BREACH OF THE AGREEMENT

17.1 If you or any Authorised Driver commit a Major Breach of these Terms and Conditions:

- a. you and any Authorised Driver have no Damage Cover and will be personally liable for all Damage, theft of the Vehicle and Third Party Loss; and
- b. acting reasonably, we may terminate the Agreement and take immediate possession of the Vehicle; and
- c. you will be responsible for any costs or expenses or any other liabilities arising from the breach;

18. PRIVACY

18.1 The Vehicle is fitted with a telematics device that enables Alpha FlexiDrive and us to track the Vehicle, including the Vehicle's location, speed and other features relevant to driver behaviour. When you sign the Subscription Application you authorise Alpha FlexiDrive and us to use the GPS Tracking Device to track the Vehicle's location, speed and other features until it is returned to us.

18.2 Alpha FlexiDrive is committed to complying with the Australian Privacy Principles. You may access the Privacy Policy on our website here: <https://alphacarhire.com.au/privacy-policy/>.

18.3 When Alpha FlexiDrive collects your personal information it is only for the purpose of implementing this Agreement. This includes, but is not limited to, for the purpose of insurance, roadside assistance, employment references and debt collection. If you choose not to provide this information to Alpha FlexiDrive and/or us the Subscription may not be able to be provided to you.

18.4 Alpha FlexiDrive takes reasonable steps to ensure your personal information is accurate, up to date and complete and that it is protected from misuse, loss or unauthorised access, modification or disclosure.

19. DEFINITIONS

Accident means an unintended and unforeseen incident, including:

- a. a collision between the Vehicle and another vehicle or object, including animals and roadside infrastructure;
- b. rollover of the Vehicle;
- c. a weather event, including hail Damage,

that results in Damage or Third Party Loss.

Authorised Driver means a driver who;

- a. meets the requirements of clause 3.1, and is approved by us prior to the commencement of the Subscription; or
- b. is otherwise approved by us to drive or take possession of the Vehicle.

Business Day means a day when we are open for business in the state where the Vehicle is supplied to you. This may include weekends and public holidays.

Business Hours means the times (on a Business Day) when we are open for business in the state where the Vehicle is supplied to you.

Damage means:

- a. any loss or damage to the Vehicle including its parts, components and accessories, including the GPS unit, that is not fair wear and tear;
- b. towing and salvage costs;
- c. assessing fees;
- d. claims administration fee; and
- e. Loss of Use,

Damage Excess means the amount, including GST, which you must pay us in the event of an Accident or attempted theft that causes Damage or Third Party Loss or the Vehicle has been stolen and not recovered.

Early Return Fee means the charges payable by you as specified in this Agreement to return your Vehicle before the minimum term that applies to your Subscription Plan.

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

we, us, our, means Alpha FlexiDrive Trading Pty Ltd (ABN 49 650 425 568). Our contact details are:

Phone: 1300 613 985

Email: subscriptions@alphacompanies.com.au

Website: <https://alphacarhire.com.au>

Loss of Use means the loss we incur because the Vehicle is being repaired or replaced if it is written off as a result of an Accident or it has been stolen.

Major Breach means a breach that causes Damage, theft of the Vehicle or Third Party Loss.

Off Road means any area that is neither a sealed or an Unsealed Road and includes but is not limited to unformed roads, fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, rivers, flood waters, sand, deserts, rocks, fields and paddocks.

Overhead Damage means:

- a. Damage at or above the level of the top of the front windscreen of the Vehicle; or
- b. Third Party Loss caused by,

- i. contact between the part of the Vehicle that is at or above the level of the top of the front windscreen with objects overhanging or obstructing its path;
- ii. objects being placed on the roof of the Vehicle; or
- iii. You or any person standing or sitting on the roof of the Vehicle.

Refueling Fee means the charges payable by you as specified in this Agreement if you return the Vehicle with less than a full tank of fuel.

Security Deposit means the amount we collect from you at the commencement of the Subscription Period as security for payment of the Subscription Charges incurred by you (without limiting any remedy which may be available to us if Subscription Charges are not paid).

Subscription Charges means all of the charges, monies or fees of any kind (including GST) payable to us and Alpha FlexiDrive for the use of the Vehicle under the terms of this Agreement.

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

Toll Processing Fee means the charge payable by you as per the current rates on our website.

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

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

Vehicle means the Vehicle described in the Vehicle Condition Report and includes its parts, components and accessories, including the GPS unit.

Vehicle Condition Report means the report which describes in detail the condition of the Vehicle (i) at the time when you collect the Vehicle from us and (ii) when you return the Vehicle to us.

You, Your means the person, whether it is an individual, a firm or company or government agency whose name is shown in the Subscription Application.

Additional Rates and Fees

In addition to the rates specified above, you agree to pay the following additional rates and fees should they be applicable. A full list of applicable fees and charges can be viewed at <https://alphacarhire.com.au/faqs/fines-tolls-and-other-fees-and-charges/>

Cancellation Fee – A cancellation fee of \$250.00 applies where you have paid a refundable security deposit but failed to activate your Subscription due to change of mind or otherwise not due to any fault of Alpha.

Tolls - A toll processing fee applies where subscription customer has incurred a toll fee for your subscribed vehicle during your subscription period. The toll processing fee includes the toll fee, a number plate recognition fee and an administration fee of \$3.50 per toll. We may charge an Admin Fee for unpaid tolls which needs to be administered by Alpha.

Additional Kilometre Usage - Depending on your selected package, there will be an extra charge for additional kilometres, calculated in arrears based on the monthly kilometre limit of the chosen subscription plan and itemised on the next invoice. Usage is calculated using GPS data and may not reflect the vehicle odometer. Kilometre limit applies as per the chosen billing cycle. Kilometre limit is smoothed for the duration of the billing cycle. Any unused kilometres within a Billing Cycle period are forfeited.

Late Payment Fee - A late fee of \$35.00 is applied when an invoice becomes more than 7 days overdue.

Infringement Notice Fee - An infringement notice fee of \$99.00 will be incurred for each infringement notice processed.

Credit or Debit Card Transaction Fee - A 1.65% transaction fee will appear itemised on each invoice when the default payment method is a credit or debit card.

Payment Dispute Fee - If you initiate a chargeback which is subsequently shown to be unfounded a \$50.00 administration fee is applicable to cover our administrative costs of processing the chargeback and additionally any processing or other fee which has been imposed upon us by a third-party payment processor in connection with the unfounded chargeback.

Fines and Infringements – If you receive a find for speeding, parking illegally, littering or otherwise incur any other type of traffic related fine or infringement whilst using an Alpha vehicle, You will be responsible for paying this fine in addition to the administration processing fee of \$99 per infringement notice.

Accident related Administration Fee – You will be liable for a Damage Administration fee of \$250 per damage claim that arises from an accident or otherwise, regardless of fault.