Alpha Car Hire Terms and Conditions

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

1 The Alpha Hire Rental Contract

1.1 The agreement

(a) You agree to rent the Vehicle from Us, and We agree to rent it to You, on the terms set out in these Alpha Hire Rental Terms and Conditions (**Terms and Conditions**).

(b) The agreement You have with us for the hire of the Vehicle comprises:

(i) these Terms and Conditions;

(ii) the Alpha Hire Alpha Hire Rental Agreement;

(iii) the Alpha Hire Rental Fees and Charges Schedule;

(iv) the Fair Wear and Tear Guide and the Vehicle Report; and

(v) any Letter of Authority in order to debit You by way of Payment Method (where required),

and together these documents constitute the entire agreement between You and Us (**Alpha Hire Rental Contract**).

(c) 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.

(d) Except as provided by law, You or passengers in the Vehicle are not Our agent, servant or employee for any purpose whatsoever.

1.2 Relevant law

The Alpha Hire Rental Contract is governed by the laws of the state or territory in which the Vehicle is hired and by the laws of the Commonwealth of Australia and You agree that courts in the state or territory of hire have non-exclusive jurisdiction to determine any dispute that arises between You and Us.

1.3 Australian Consumer Law

You have consumer rights conferred by the Australian Consumer Law and neither this clause nor any other provision of the Rental Contract excludes, restricts or modifies any implied terms, guarantees or rights You may have under those laws or any other Federal, State or Territory legislation.

1.4 Amending these Terms and Conditions

We may amend the Alpha Hire Rental Contract, including any figures (fees, charges etc.) listed in the Fees and Charges Schedule and these Terms and Conditions by providing You with 30 days' notice in writing. If You do not accept the amendments or replacement, You **must** return the Vehicle prior to the end of the 30 day period.

1.5 Substitute Vehicle

If the Vehicle booked is unavailable, We reserve 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.

1.6 Joint and several liability

You are jointly and severally responsible for compliance with the Alpha Hire Rental Contract and the consequences of any non-compliance.

2 Booking, pick-up and return of Vehicle

2.1 Bookings

(a) You may book the rental of a Vehicle in a number of ways, including at one of Our offices, by telephone or online at https://alphacarhire.com.au/

(b) 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.

2.2 Pick-up

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

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

2.3 **Return of the Vehicle**

(a) You must return the Vehicle to the Return Location:

(i) at or before the Return Time and Date specified in the Alpha Hire Rental Agreement unless We have agreed to an extension in writing before the Return Date. Where You voluntarily return the Vehicle before the Return Date, You must provide Us with at least one day**'**s prior notice;

(ii) in a reasonable state of cleanliness;

(iii) in the same mechanical condition it was in at the Start of the Rental, fair wear and tear excepted; and

(iv) with a full tank of fuel.

(b) If You return the Vehicle to another location, We can charge You for all costs associated with transporting or towing the Vehicle to the Return Location, unless We have agreed otherwise**.**

(c) If you return the vehicle 1 hour beyond the return date and time, an additional full day’s rental fee will be levied for that day and any day beyond.

(d) If You have not returned the Vehicle by the Return Time on the Return Date (without an agreed extension) We may:

(i) immediately report the Vehicle to the police as stolen; and

(ii) charge You $25 per hour up to one full day's rental and a further full day's rental at the standard rate for each 24-hour period or part thereof until the Vehicle is returned to Us, plus the costs of any accessories, as specified in the Alpha Hire Alpha Hire Rental Agreement.

(e) 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 We ha**ve** agreed to other arrangements in writing.

(f) Acting reasonably, We may take possession of the Vehicle without prior demand to You and at Your expense if:

(i) there has been a Major Breach of these Terms and Conditions;

(ii) the Vehicle is illegally parked;

(iii) the Vehicle is apparently abandoned; or

(iv) the Vehicle is used to commit, or participate in the commission of, an act punishable under the criminal law of the state or territory in which the act was committed. 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.

2.4 **Fuel and refuelling**

(a) The Vehicle will be supplied with a full tank of fuel and when the vehicle is returned by You, it must be returned with a full tank of fuel.

(b) If the Vehicle is returned with less fuel than a full tank of fuel, We will charge You the difference at the rate specified in the Fees and Charges Schedule, unless prior arrangements have been made.

(c) 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.

2.5 **Post rental inspection procedure**

(a) We will take reasonable steps to conduct a post rental inspection in Your presence; and

(b) If You do not wish to wait for the full inspection, We will use reasonable endeavours to conduct the inspection within twenty-four (24) hours and if Damage is detected, We will notify You as soon as it is reasonably practical to do so.

3 Vehicle Condition

3.1 You acknowledge that the Vehicle is the sole property of the Company

3.2 **Pre-existing Damage**

(a) 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.

(b) It is essential that You note all existing damage on the Vehicle Report as any Damage which has not been noted on the Vehicle Report will be considered Damage which has occurred during Your rental and for which You will be charged.

(c) Where Alpha deems it necessary, the Alpha-capture application may be used to capture the Vehicle condition electronically in addition to, or in place of, the paper-based Vehicle Report.

3.3 **Condition on return**

(a) You must 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 Alpha Hire Rental Agreement (or sooner, if demanded by Us).

(b) The Fair Wear and Tear Guide that forms part of the Rental Contract defines what is fair wear and tear.

4 Who can and cannot drive the Vehicle

4.1 **Authorised Drivers**

(a) Only You or an Authorised Driver, who each meet all of the requirements of this clause 4, can drive the Vehicle.

(b) Allowing anyone who is not an Authorised Driver to drive constitutes a Major Breach of the Rental Contract that excludes You and any Authorised Driver from all entitlement to Damage Cover indemnity under clause 7 of these Terms and Conditions.

4.2 **Age limits**

(a) There is a minimum and maximum age limit for those renting Our Vehicles.

(b) You and any Authorised Driver must be at least 21 and not over 75 years of age and have no less than 12 months driving experience, unless We have agreed to a variation of that restriction before the Start of the Rental and it is shown in the Alpha Hire Rental Agreement.

4.3 **Licence requirements**

(a) You and any Authorised Driver must also have a current valid licence to drive the Vehicle which is:

(i) issued in an Australian state or territory or an international licence (with a valid International Driving Permit or an approved translation into English if the licence is not issued in English);

(ii) appropriate for the class of the Vehicle; and

(iii) not subject to any restriction or condition.

(b) Learner drivers and provisional and probationary licence holders are not acceptable and **must not** drive the Vehicle.

4.4 **Cancelled and suspended licences**

The Vehicle must not be driven by You or an Authorised Driver if Your licence or that of the Authorised Driver:

(a) is cancelled or suspended, including as a result of an accumulation of demerit points; or

(b) has been cancelled or suspended, within three (3) years of the date of the Alpha Hire Rental Agreement.

4.5 **False and misleading information**

The Vehicle **must never** be driven by You or an Authorised Driver who has provided a false or misleading name, age, address or driver's licence.

4.6 **Prior insurance history**

The Vehicle **must not** be driven by You or an Authorised Driver if either You or the Authorised Driver has been refused motor vehicle insurance or had a policy of motor insurance cancelled or declined by an insurer at any time prior to entering into the Rental Contract.

5 Prohibited use

5.1 The Vehicle must never be driven:

(a) in any area outside the Area of Use shown in the Alpha Hire Alpha Hire Rental Agreement;

(b) on any Unsealed Road or Off Road, unless authorised by Us in the Area of Use in the Alpha Hire Alpha Hire Rental Agreement; or

in the snow or above the snow line in New South Wales or Victoria from the beginning of June to the end of September or in any area where snow has fallen or is likely to fall.

5.2 The Vehicle must not be used in any area that is prohibited by Us. Prohibited areas include:

(a) roads that are prone to flooding or are flooded;

(b) beaches, sand dunes, streams, rivers, creeks, salt lakes, dams and floodwaters or any area exposed to saltwater;

(c) any road where the police or an authority has issued a warning;

(d) any road that is closed; and

(e) any road where it would be unsafe to drive the Vehicle.

5.3 The Vehicle must never be driven or used:

(a) interstate; or

(b) onto any island that is off mainland Australia,

(c) Into or out of the Northern Territory or Western Australia

unless We have given Our written permission prior to the Start of the Rental and it is noted on the Alpha Hire Rental Agreement.

5.4 The Vehicle must not be driven by You or any 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 there is Damage to the Vehicle or it is unroadworthy or unsafe.

5.5 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) use the Vehicle:

(i) for any illegal purpose;

(ii) to move or carry dangerous, hazardous, biohazardous, infectious, or inflammable, goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;

(iii) to propel or tow another vehicle, trailer or boat;

(iv) to carry or transport illegal drugs or substances;

(v) in connection with the motor trade for experiments, tests, trials or demonstration purposes;

(vi) in racing, rallies, reliability trials, speed or hill climbing tests, or for testing in preparation thereof; or

(vii) in an unsafe or unroadworthy condition;

(viii) use the vehicle to transport any pets or animals except assistance animals

(ix) smoke in the vehicle and you must prevent any passenger from doing so

or

(c) use a mobile phone:

(i) to make or receive a phone call, perform any audio function or as a navigational device, unless the Vehicle is stationary and the body of the phone is secured in a mounting affixed to the Vehicle and its use does not require manual operation of the phone; or

(ii) to send a text message, video message, email or similar communication unless the Vehicle is parked.

5.6 You and any Authorised Driver must not:

(a) damage the Vehicle deliberately, intentionally, maliciously or recklessly or allow anyone else to do so;

(b) modify the Vehicle in any way or make any alteration or addition to it and no decals, branding or logos may be applied or removed from the Vehicle;

(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.

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

(a) passengers for:

(i) hire, fare or reward, except under a private pooling arrangement; or

(ii) for rideshare or peer to peer purposes;

(b) more than the number of passengers for which the Vehicle is licenced; or

(c) any load that exceeds the limits for which the Vehicle was designed, constructed, registered or licenced.

6 Use of the Vehicle

6.1 **During Your rental**

During the Rental Period:

(a) You must:

(i) inspect the Vehicle daily for oil, water and fuel leaks, Damage and check tyre pressure; and

(ii) adhere to any mileage instructions displayed in the Vehicle or set by the Rental Location.

(b) You must not:

(i) use the Vehicle for transporting any pets or animals, with the exception of accredited or trained assistance animals, unless specifically approved by Us;

(ii) smoke in the Vehicle (including the use of e-cigarettes) and You must take reasonable steps to prevent passengers from doing so. It is an offence in some Australian states to smoke in a vehicle where there are passengers of less than 18 years of age; or

(iii) use the Vehicle to move infectious, biohazardous or biomedical waste, unless specifically approved by Us.

If You do not return the Vehicle in a suitable state of cleanliness, We will charge You a cleaning, disinfection and deodorising fee as specified in the Fees and Charges Schedule.

6.2 **Seat belts and restraints**

You must comply with all mandatory:

(a) seat belt laws and fines may be imposed by the police on any driver or passenger who does not have a seat belt properly adjusted and fastened; and

(b) child restraint laws and ensure that for all children, babies and infants that the restraint has been fitted correctly according to the weight and age of the child and that the restraint is properly adjusted and fastened.

6.3 **Vehicle to be locked and keys kept in Your possession**

You and any Authorised Driver must make sure that the Vehicle is locked when not in use or when unattended and the keys or remote-control device must be kept in Your possession, or that of any Authorised Driver, at all times and never left in the ignition or in the Vehicle when it is unattended.

6.4 **Reasonable care**

You and any Authorised Driver must take reasonable care of the Vehicle 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.

(c) preventing it from being damaged;

(d) making sure that it is protected from the weather;

(e) properly securing any goods, property or equipment carried in the Vehicle;

(f) maintaining the engine and brake oils and coolant level and tyre pressures;

(g) using the correct fuel type; and

(h) making sure it is not overloaded.

6.5 **Maintenance for longer term rentals**

(a) If the Rental Period exceeds 30 days You must return the Vehicle to the nearest Rental Location for it to be serviced or exchanged when:

(i) the next scheduled service is due, as noted on the sticker on the inside of the windscreen;

(ii) a service indicator is illuminated on the dashboard; or

(iii) the Vehicle has travelled 10,000 kilometres since the Start of Rental or since it was last serviced,

whichever comes first.

(b) We will pay for the service, parts, tyres and any other issues with the Vehicle providing that these issues were not caused by You or any Authorised Driver.

(c) If You fail to have the Vehicle serviced timeously You will be liable for any Damage caused to the Vehicle.

6.6 **Notification of Vehicle fault**

(a) You must inform Us immediately if:

(i) a warning light or fault message appears;

(ii) You see or become aware of low engine or brake oils, or engine coolant levels; or

(iii) the Vehicle develops any fault during the Rental Period.

(b) If You fail to notify Us and continue to use the Vehicle You will be responsible for any Damage or Third Party Loss.

6.7 **Repair without authority prohibited**

You **must not** let anyone else repair or work on the Vehicle or tow or salvage it without Our prior written authority to do so.

6.8 **Repair with authority**

(a) Where We have given You Our prior authority to repair the Vehicle as the result of a breakdown or Vehicle fault, You must keep and produce to Us the original tax invoices and receipts for any repairs, towing or salvage and You will be reimbursed only if these expenses have been authorised by Us.

(b) There is no entitlement to reimbursement if the breakdown or fault was caused by an Accident or is the result of a Major Breach of the Rental Contract.

6.9 **Staying with the Vehicle after an Accident**

You **must not** leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator unless You or a passenger has been injured and require medical attention or You are directed to do so by the police.

6.10 **Fines and infringements**

(a) You and any Authorised Driver must pay

(i) fines or charges imposed for parking;

(ii) infringements and fines imposed for speeding and other driving offences; and

(iii) fines or charges imposed for release of the Vehicle if it has been seized by a regulatory authority.

(b) An administrative fee applies if We are required to nominate You as the responsible driver if any fine or infringement is unpaid.

6.11 Kilometre allowance

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

7 Breakdowns

7.1 Roadside assistance

(a) We will provide You with a Vehicle that is of acceptable quality, in good working condition and fit for the purposes for which it has been hired.

(b) Twenty-four-hour roadside assistance is provided free of charge for breakdowns (but not for Accidents) and if the Vehicle breaks down during the Rental Period You must contact Us to arrange assistance. If the fault cannot be repaired on site We will recover and repair the Vehicle as soon as possible but if it cannot be repaired, We will use Our best endeavours to provide a replacement Vehicle where one is available.

7.2 Assistance not covered

(a) We are not responsible for:

(i) a flat battery;

(ii) tyre changing;

(iii) lost keys or remote-control device; or

(iv) keys or remote-control device locked in the Vehicle.

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

(b) Roadside assistance does not apply if:

(i) the incorrect fuel type is used; or

(ii) the breakdown is caused by a Major Breach;

and You are liable for any Damage caused.

7.3 Consequential and other loss

Subject to the Australian Consumer Law, We are not responsible for:

(a) flights You have missed;

(b) holiday plans that are disrupted;

(c) loss or inconvenience caused by natural disasters such as floods, cyclones, hailstorms, earthquakes, bushfires, or pandemics;

(d) loss of enjoyment; or

(e) consequential or economic loss.

8 Accidents

8.1 Reporting an Accident or theft to Us

If You or an Authorised Driver has an Accident or if the Vehicle is stolen You must report the Accident or theft to Us as soon as practicable but in no case more than 24 hours of it occurring and fully complete an Accident/Theft report form.

8.2 Reporting an Accident or theft to the police

If the Vehicle is stolen or if You or an Authorised Driver of the Vehicle has an Accident where:

(a) any person is injured;

(b) the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or

(c) the other party appears to be under the influence of drugs or alcohol;

You or the Authorised Driver **must** also report the theft or Accident to the police as soon as practicable, but no more than 24 hours after the incident.

8.3 **Steps You must take following an Accident**

If You or an Authorised Driver have an Accident You and the Authorised Driver must:

(a) exchange names and addresses, phone numbers and email addresses with the other driver;

(b) obtain the name of the other driver's insurance company;

(c) take a photo of the other driver's licence;

(d) take the registration numbers of all vehicles involved;

(e) 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;

(f) obtain the names, addresses, phone numbers and email addresses of all witnesses;

(g) forward all third party correspondence or court documents to Us within seven (7) days of receipt; and

(h) co-operate with Us in the prosecution of any legal proceedings that We may institute or defence of any legal proceedings which may be instituted against You or Us as a result of an Accident, including attending:

(i) Our lawyer's office; or

(ii) any Court hearing.

(i) Complete and sign the **Damage Report Form**; and

(j) 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)

8.4 **What You must not do**

You and any Authorised Driver must not:

(a) make any admission of fault;

(b) promise to pay any claim for Third Party Loss; or

(c) release the other party from any liability to pay for Damage as a result of an Accident, theft or attempted theft.

(d) You are not entitled to any refund for the unused portion of the Rental Period after an accident.

(e) 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.

9 Damage Cover

9.1 **Damage Fee**

(a) Standard Damage Cover is included in the Rental Charges.

(b) Subject to these Terms and Conditions, We will indemnify You and any Authorised Driver for any Damage to the Vehicle, its theft and Third Party Loss but You must pay up to the Damage Fee shown on the Alpha Hire Rental Agreement for each Accident or theft claim unless:

(i) You have fully completed an Incident Report Form with:

(A) the name, residential address, contact phone and licence number of any person involved (**Third Party**);

(B) the registration number of all vehicles involved;

(C) an accurate written and diagrammatic description of the Accident and location; and

(D) the names and addresses of all attending police officers and the stations at which they are based;

(ii) You have taken all necessary steps to assist Us in Our investigation of the Accident or theft claim;

(iii) You 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

(iv) We agree You were not at fault; and

(v) the other party was insured and their insurance company accepts liability.

9.2 **Younger age additional Damage Fee**

Drivers aged 21 to 24 years are subject to the applicable Underage Driver Damage Liability arrangements. With the Underage Driver Protection Package, Damage Liability is $1,600 and the Security Deposit is $750. Without the package, Damage Liability is $5,500 and the Security Deposit is $1,800. Any applicable underage driver surcharge is separate from these amounts.

9.3 **Claims Administration fee**

A $250 administration fee applies to all bookings, including bookings with a Damage Liability Protection Package. This fee is separate from the applicable Damage Liability amount. Any additional claim processing fee applies only where expressly stated in the Rental Fees and Charges Schedule.

10 Damage Cover Exclusions

10.1 **General exclusions**

Even if You have paid the Damage Fee, 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 Rental Contract;

(ii) any deliberate, intentional, malicious or criminal act by You, an Authorised Driver or any person who is acting with Your express or implied consent; or

(iii) the use of the Vehicle by any driver who is not an Authorised Driver or who is less than 21 or more than 75 years of age;

(b) Overhead Damage;

(c) Underbody Damage;

(d) Damage caused by:

(i) immersion of the Vehicle in water, including salt water; or

(ii) use of the incorrect fuel type;

(iii) reversing damage

(iv) hail damage

(v) negligence or abuse

(e) damage to the tyres or rims of the Vehicle, other than by normal wear and tear; and

(f) 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;

10.2 **Exclusion for personal items**

There is also no Damage Cover for personal property in the custody of or owned by:

(a) You;

(b) Your relative, friend or associate who ordinarily resides with You or with whom You ordinarily reside;

(c) any relative, friend or associate of an Authorised Driver; or

(d) Your employees,

that is stolen from the Vehicle, lost or damaged during the Rental Period or left in the Vehicle after the Vehicle is returned to the Rental Location.

11 Your Obligations

11.1 Payment Method debiting authorisation

By entering into the Alpha Hire Rental Contract, You are responsible for and irrevocably authorise Us or its nominated agent(s) to debit the Payment Method provided under the Alpha Hire Alpha Hire Rental Agreement or any other Payment Method provided and You must pay Us, or where stipulated a third-party agent, on demand any balance for the following charges:

(a) the rental charges specified in the Alpha Hire Alpha Hire Rental Agreement (must be cleared funds before a Vehicle is delivered);

(b) all charges claimed by Us in respect of parking and/or any other traffic violations incurred during the rental period or until such time as theVehicle is returned to Us. 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 Us;

(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 ofsuch 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 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 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 Us at the Return Location

(k) all repairs to the Vehicle, unless they are authorised in writing by Us 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);

(m) all charges associated with the enforcement of Our legal rights, where you have breached the Alpha Hire Rental Contract. This includes costs for repossession of the vehicle; and

(n) 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 committed a Major Breach of the Alpha Hire Rental Contract;

(ii) the Vehicle is involved in a Single Vehicle Incident, unless We agree to reduce such loss to the Single Vehicle Incident Liability amount shown in the Alpha Hire Alpha Hire Rental Agreement (plus the Standard Liability Charge noted in the Alpha Hire 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 Us;

(iii) the interior of the Vehicle is damaged regardless of the cause, including by water due to the convertible roof (if any) being openedor left open, except where there is a collision with another vehicle;

(iv) the tyres of the Vehicle are damaged other than by normal fair wearand tear; or

(v) the Vehicle is damaged by loading or unloading, normal fair wear and tear excepted.

11.2 Request to bill another person

If You have requested Us 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 Us on demand.

11.3 **Agreement and authority to use the Payment Method**

You agree and authorise Us 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.

We accept the relevant Payment Method only.

11.4 **Credit card / Debit card surcharge**

A credit card / debit card surcharge will apply, as specified in the Fees and Charges Schedule.

11.5 **Default in payment**

If You default in the payment of any moneys owed to Us under the Rental Contract:

(a) You **must** pay Us interest on that overdue amount calculated at the rate of 10% per annum and starting seven (7) days after the date that overdue amount became payable to Us and ending on the date of payment of all amounts due;

(b) We may engage a mercantile agent or debt collector and You must pay the reasonable costs and charges We incur in recovering or attempting to recover that overdue amount, including mercantile or debt collection fees, commission and any legal costs; and

(c) 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.

11.6 **Termination of the Rental Contract**

We may terminate the Rental Contract if:

(a) any money payable to Us becomes overdue, or in Our opinion We reasonably believe You will be unable to meet payments as they fall due;

(b) You have exceeded any applicable credit limit provided by Us;

(c) You become bankrupt, insolvent, convene a meeting with Your creditors or propose or enter into an arrangement with creditors, or make an assignment for the benefit of Your creditors; or

(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of You or any of Your assets.

11.7 You acknowledge that the Company has not in any way represented itself to You as an entity carrying on the business of insurance.

11.8 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.

11.9 Either party may terminate the Alpha Hire Rental Contract at any time if the other party breaches the Alpha Hire Rental Contract.

11.10 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.

12 GST

12.1 Any terms capitalised in this clause 12, 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) (**GST Act**).

12.2 The consideration for a Supply made under or in connection with this document includes GST.

12.3 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.

12.4 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.

12.5 In this clause 12, ‘Supplier’ means the entity making the Supply.

13 Major Breach and termination

13.1 **Major Breach**

You and any Authorised Driver commit a Major Breach of the Rental Contract if there is a breach of any of the following:

(a) clause 4 (who can and cannot drive the Vehicle);

(b) clause 5 (prohibited use);

(c) clause 6.3 (Vehicle to be locked and keys kept in Your possession);

(d) clause 6.4 (reasonable care);

(e) clause 6.5 (maintenance for long term rentals);

(f) clause 6.6 (notification of Vehicle fault); or

(g) clause 6.7 (repair without authority);

that causes Damage, theft of the Vehicle or Third Party Loss;

(i) clause 8 (Accident reporting) that prevents Us from properly investigating a claim arising from an Accident or theft or from prosecuting or defending any Accident or theft claim; or

(ii) clause 14.2(b) (removal of the Tracking Device).

13.2 **No Damage Cover**

If You or any Authorised Driver:

(a) commit a Major Breach of the Rental Contract; or

(b) drive the Vehicle in a reckless manner so that a substantial breach of road safety legislation has occurred;

You and any Authorised Driver:

(i) have no Damage Cover;

(ii) are liable for all Damage, theft of the Vehicle and Third Party Loss; and

(iii) are liable for and must pay any additional costs or expenses We incur in recovering the Vehicle.

13.3 **Termination and repossession**

Acting reasonably, We may terminate the Rental Contract and take immediate possession of the Vehicle if:

(a) there has been a Major Breach; or

(b) there has been a breach of clause 13.2(b).

14 Privacy Notice

14.1 **Personal information**

(a) We always value the privacy of Your personal information.

(b) When We collect, use or disclose personal information (especially creditworthiness information) it is bound by the Privacy Act 1988 (Cth), including the Privacy (Credit Reporting) Code 2014. How We handle personal information in accordance with its Privacy Policy available can be viewed at https://alphacarhire.com.au/privacy-policy/.

(c) We collect 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 Our services and customer needs and because We are required or permitted by any law.

(d) In order to provide services to You, We may disclose Your personal information from time to time to:

(i) Our employees, contractors, and related and affiliated entities for the purpose of providing Our services, operating Our business, and fulfilling requests by You;

(ii) service providers who assist Us in operating its business and services, and such personal information will only be used to the extent necessary to perform the services;

(iii) Our related entities and other organisations with whom We have affiliations so that those organisations may provide You withinformation about services and various promotions;

(iv) third parties to whom You have agreed We may disclose Your information;

(v) the police, any relevant government authority or enforcement body, for example, if We have reason to suspect that You have committeda breach of the Alpha Hire Rental Contract, or have otherwise been engaged in any unlawful activity during the Rental Period, and We reasonably believe that disclosure is necessary;

(vi) third parties where required by law, binding regulation or court order; and

(vii) a proposed or actual purchaser/newly controlling entity of a sale and/or transfer of control of all or part of Our business, where Your personal information is relevant to any part of the business for sale and/ortransfer.

(e) We are 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.

(f) If the personal information You provide to Us is incomplete or inaccurate, We 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 Us, You must notify Us of the changes as soon as reasonably practicable.

(g) If You would like a copy of Our Privacy Statement, or You wish to seek access to or correct the personal information We hold about You, please contact Us at communications@alphacompanies.com.au or on **1300 227 473**.

14.2 **GPS Tracking**

(a) We may use GPS tracking or other electronic tools (**GPS Device**) to enable Us to track the location of the Vehicle. By hiring an Alpha Hire Vehicle, You expressly consent to Us using a GPS Device on the Vehicle during the Rental Period where We sees fit. This will result in Us using and retaining information from the GPS from time to time.

(b) The GPS Device must not be removed from the Vehicle.

14.3 **Immobilisation of the Vehicle**

Acting reasonably, We may use the installed GPS Device to immobilise the Vehicle, if We receive alerts indicating excessive speed or driving of the Vehicle in a manner that may cause injury or harm to a member of the public or Damage to the Vehicle. By hiring an Alpha Hire Vehicle, You expressly consent to this.

15 Definitions

15.1 In this document:

Accident	means an unintended, unexpected and unforeseen incident, including: (a) a collision between the Vehicle and another vehicle or object, including animals and roadside infrastructure; (b) rollovers; and (c) weather events, including hail Damage, that results in Damage or Third Party Loss.
Area of Use	means the area of use shown in the Alpha Hire Alpha Hire Rental Agreement, as well as any and allparameters set out in 5.2(b) to (d) of the Alpha Hire Rental Terms and Conditions.
Authorised Driver(s)	means any driver who is approved by Us and who is specified in the Alpha Hire Alpha Hire Rental Agreement unless precluded by clause 4 of these Terms and Conditions.
Damage	means: (a) any loss or damage to the Vehicle including its parts, components and accessories, including the GPS unit, however caused that is not fair wear and tear; (b) towing and salvage costs; (c) assessing fees; and (d) Loss of Use, and for the removal of doubt, any Damage to the windscreen, headlights, lights or tyres that makes the Vehicle unroadworthy is not fair wear and tear.
Damage Cover	means the cover You and an Authorised Driver have for Damage, theft, attempted theft and Third Party Loss under clause 9, subject to the Damage Cover Exclusions in clause 10.
Damage Fee	Damage Fee means the amount, including GST, up to 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 and includes the additional amount for younger drivers that is payable pursuant to clause 9.2.
GST Act	means A New Tax System (Goods and Services Tax) Act 1999 (Cth).
Hirer	means the person specified as the Hirer of the Vehicle in the Alpha Hire Alpha Hire Rental Agreement.
Joint Hirer	means the person specified as the Joint Hirer of the Vehicle in the Alpha Hire Alpha Hire Rental Agreement.
Local Renter	means a hirer(s) whose residential address is located within 50 kilometers of the Company's branch location from which the vehicle is hired.
Loss of Use	means Our loss calculated on a daily basis at the daily rate shown in the Alpha Hire Rental Agreement 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 of any of the clauses listed in clause 13.1
Off Road	means an area, surface or terrain that is not a sealed or 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 Damage to the Vehicle or Third Party Loss, caused by: (a) 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; (b) objects being placed on the roof of the Vehicle; or (c) You or any person standing or sitting on the roof of the Vehicle.
Payment Method	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. We may change our payment methods from time to time.
Rental Charges	means the charges payable for renting the Vehicle from Us together with GST and any other taxes or levies which are all fully set out in the Alpha Hire Rental Agreement.
Return Location	means the location listed under “location Information” in the Alpha Hire Alpha Hire Rental Agreement or otherwise the same location the vehicle was collected from
Rental Period	means the period commencing at the time shown in the Alpha Hire Rental Agreement and concluding at the End of the Rental.
Single Vehicle Incident	means any incident where the Vehicle suffers loss or damage as a result of an impact with any object whether animate or inanimate, except for another vehicle which can be fully identified and details of which have been provided by You or on Your behalf to Us.
Supplier	means the entity making the supply.
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 but not limited to kerbs, 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, other than a road that is undergoing temporary roadworks, that has been formed and constructed but is not sealed with a hard material such as tar, bitumen or concrete
Vehicle	means the vehicle specified in the Alpha Hire Alpha Hire Rental Agreement (or any replacement vehicle) and includes its parts, components, tyres, keys, remote opening devices, tools, any tag or device for paying electronic tolls and all accessories and contents supplied by Us.
We, Us, Our	means Alpha Car Hire Trading Pty Ltd (ABN 49 650 425 568) as listed on Your Alpha Hire Alpha Hire Rental Agreement.

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, for which they will be held responsible. 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, wilfully or by reckless conduct is not 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 if You wish to reduce Your Damage Fee in the event of an Accident or Damage to the rental 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:
Dents	
• 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 of flaking	• Hail damage. • Dents of any diameter on bonnets, roofs, wheel arches, style lines, door sills or door edges • Multiple dents within a specific local area regardless of size or • Any damage affecting or penetrating the paintwork
Stone chips	
• Isolated stone chips to any panel up to 2mm in diameter	• More than 5 stone chips to an isolated area
Scratches	
• Not more than 25mm in length and not more than 1mm wide • No paint surface penetration • Can be polished out.	• Any scratch where the metal, plastic or undercoat is exposed.
Bumpers	
• Scratches/Scrapes under the front bumper that are not visible when standing 2 metres back from the vehicle. • Light scuffing or scratches: (a) where there is no paint penetration; (b) which can be polished out; (c) isolated stone chips up to 2mm in diameter.	• Any broken paint • Multiple scratches of any size. • Dents of 25mm in length or more in diameter • Any damage to a textured bumper; and • Multiple stone chips of more than 5 to an isolated area
Wheels, wheel trims, tyres	
• Light scratches and scuffing up to 20mm in length	• Wheel trims or hubcaps that are cracked, broken, missing, buckled, gouged, mismatched or not the

	original wheel trim or hubcap or alloy rims for vehicles or not the originally supplied rim if: (a) Scuff mark is more than 20 mm in length. (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 (c) Replacement tyres that differ from those originally supplied
Windscreen, windows, lamps, and external mirrors	
• There is no acceptable fair wear and tear to the windscreen, windows, lamps, or external mirrors	• Scratches, chipping, cracks, holes, or damage to: (a) The windscreen (b) Windows (c) Lamps (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
Upholstery, floors, carpets, dashboard, fascia, trim interior, and vehicle cleanliness	
• 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	• Any permanent damage caused by harsh or corrosive materials. • Tears, cuts, scratches, holes, or burns. • Any damage to the structure, shape or positioning of a seat. • Hair from pets • Excessive soil, mud, or sand (other than from regular day to day use) • Evidence of smoking in the vehicle • Odours or foreign matter; stains or marks that cannot be removed by general cleaning or require steam cleaning
Keys, accessories, and equipment	
• Minor cosmetic damage that does not in any way affect the functionality of the keys, accessories, or equipment	• Loss or damage to keys or remote. • Damage caused by incorrect fitting of accessories (snow chains, roof racks) • Damage to aerials • Removal or damage to any item supplied with the vehicle (parcel shelf, tools, spare tyres, wheel trims, hazard triangles, first aid kits, GPS unit)

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

Fines and Infringements	$99 administration processing fee per infringementnotice	If You receive a fine 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 listed.
Cancellation Fees	10 or more days prior to pick up date Between 4 - 9 days prior to pick up date Less than 4 days to pick up date No show (2 hours past pick up time)	If You: (a) Paid Online: a $75 cancellation fee will apply, with the remaining balance refunded; or (b) Pay at Counter: a $75 fee will be deducted from the card associated with the booking in the event of cancellation. If You: (c) Paid Online: the full booking amount, up to a maximum of $150, will be applied, and any remaining balance, including extras, will be refunded; or (d) Pay at Counter: the full booking amount, up to a maximum of $150 will be charged to the card associated with the booking, minus any extras. If You: (e) Paid Online: 100% of the car rental will be retained, however any extras will be refunded; or (f) Pay at Counter: 100% of the car rental will be charged to the card associated with the booking, minus any extras. If You: (g) Paid Online: 100% of the car rental will be retained, however any extras will be refunded; or (h) Pay at Counter: 100% of the car rental will be charged to the card associated with the booking, minus any extras.
Fuel Charge	$4.40 per litre in order to fill the tank	This may include a service component. The minimum fuel charge is $20.
Accident-Related Charges (Administration Fee)	A $250 administration fee applies to all bookings, regardless of whether an accident or damage occurs, including bookings with Platinum Protection. This fee is separate from the applicable Damage Liability amount. Unused rental days are non-refundable following an accident, subject to applicable law.	The applicable Damage Liability is determined by the vehicle category, driver's age and selected Damage Liability Protection Package. For standard passenger vehicles with drivers aged 25 or older, Damage Liability is $0 with Platinum, $950 with Gold, $2,950 with Silver and $5,500 without a package. Commercial and underage driver arrangements have separate liability amounts. All amounts are subject to applicable exclusions and conditions. The applicable damage liability depends on the vehicle category, driver's age and selected protection package. Terms, conditions and exclusions apply.
Cleaning and Deodorising Fee	Up to $299.	You must return the vehicle in a suitable state of cleanliness.
Relocation Fee	$2.20 per kilometre	In addition to any and all other costs associated with transporting or towing the vehicle to the Return Location).

Airport Location Fee		An Airport Location Fee applies to eligible rentals collected from our Brisbane, Sydney, Melbourne and Gold Coast locations. The fee may vary depending on whether the booking is made directly with Alpha Car Hire or through a third-party booking provider. The applicable fee will be disclosed at the time of booking and included in the total booking price. If already paid, it will not be charged again at vehicle collection.
Roadside AssistanceFee	$180 per instance	In addition to other associated charges, where You are at fault and roadside assistance is required.
Broken or Tampered Odometer Fee	32.5 cents per kilometre at 500kms per day	Plus, any cost of repairing or replacingthe odometer.
Kilometre Allowance	The Kilometre Allowance per day and Charge per Excess Kilometre Fee are indicated in the Alpha Hire Alpha Hire Rental Agreement under 'Charges'. We will charge You the applicable Excess Kilometre Fee when You return the Vehicle.	

Toll Facility Terms and Conditions

1 Your Toll Facility

(a) Your Toll Facility is provided to You by Us to enable You to pay Tolls and Fees relating to the Toll System in accordance with these Terms and Conditions

(b) In order to use Your Toll facility, You or Your Authorised Driver must travel in an Electronic Tolling Lane.

(c) You remain responsible at all times for the acts and omissions of any Authorised Driver, any other person using the Vehicle or any Authorised Representative using or operating Your Toll Facility, including for any Tolls and Fees they incur.

2 Your Vehicle is tag-less and the Vehicle registration plate is captured to identify when a Toll road is used.

(a) You must pay the following amounts to Us in connection with the use of Your Toll Facility:

(i) 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 roll road); and

(ii) the Service Fee for each Toll charge.

(b) You acknowledge that if You fail to pay any Tolls or Fees as required by these Terms and Conditions, We may refer that failure to a Credit Reporting Agency.

3 Payment methods and authority

3.1 **Payment by Payment Method**

(a) You:

(i) promise Us that You are authorised to use the Payment Method to meet Your payment obligations under these Terms and Conditions; and

(ii) authorise Us to debit amounts from, or credit funds to, the Payment Method in respect of Tolls and Fees and other amounts payable to, or from our Terms and Conditions.

(b) We 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 Us by a Toll road operator.

3.2 **Dishonour Fee**

(a) If:

(i) there are insufficient funds available in the Payment Method to meet Your payment obligations under these Terms and Conditions; or

(ii) a transaction on the Payment Method is declined for any reason save for:

(A) Our negligence or wilful misconduct; or

(B) a systems error,

You will be charged a Dishonour Fee by Us 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.

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

(i) the existing Payment Method is cancelled, suspended or is otherwise not useable; or

(ii) the existing Payment Method Holder cancels Your authorisation to use the existing Payment Method.

4 Errors in charging Tolls and Fees

(a) If We Us incorrectly credit You with or pay You an amount in connection with Your Toll Facility We may recover that amount from You provided that We have given You 10 days prior written notice of Our intention to do so.

(b) We will pay, within a reasonable time, any refund due to You in connection with Your Toll Facility by such method as We may reasonably choose.

5 Toll Facility Transaction Summary

Upon request, You will receive via Your nominated email on file a Transaction Summary itemising any charges made by Us.

6 GST

(a) Unless otherwise indicated, all Tolls and Fees are inclusive of GST.

(b) If GST is stated as not to be inclusive, You are liable for any GST payable.

7 Definitions

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

Alpha Hire Rental Agreement means the agreement entered into between You and Us comprising the document titled “Alpha Hire Alpha Hire Rental Agreement’ and any other document given to You by Us at Vehicle pick-up.

Authorised Driver means each You or any “Hirer”, “Customer”, “Driver” or “Additional Driver(s)” specified in Your Alpha Hire 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.

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

Dishonour Fee means a fee of $3.50.

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.

Service Fee means a fee of $3.50.

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 roll 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 Alpha Hire Rental Agreement.

We, Us, Our means Alpha Car Hire Trading Pty Ltd (ABN 49 650 425 568).

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

8 Interpretation

(a) headings are for convenience only and do not affect interpretation. Any use of the singular includes the plural and the converse applies. A gender includes all genders.

(b) any reference to dollars and $ is to Australian currency

(c) the word includes in any form is not a word of limitation.

(d) a reference to a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity.

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 _____

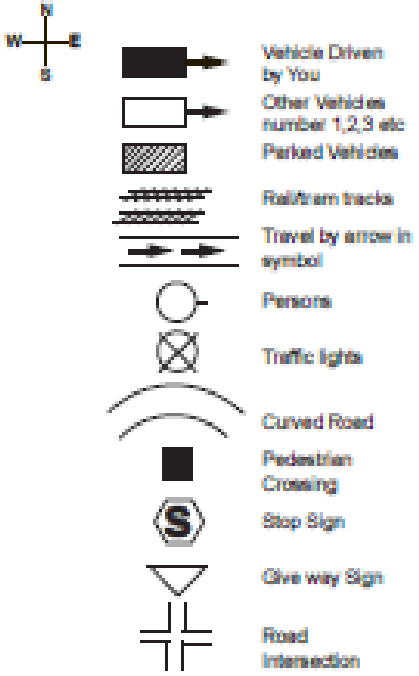
Incident Number _____ Date Reported _____

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).



I/We do herby 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 ____/____/____