

Distinqt Car Hire Pty Ltd

ABN: 70 636 073 651

Physical Address : Unit 2/13-15 Gallipoli Street, St Marys NSW 2760

Email: admin@distinqt.com.au

Web: www.distinqtcarhire.com.au

Mobile: 1300 831 191



Rental Terms and Conditions

1 Introduction

1.1 Rental Contract

Your contract to hire a Vehicle from Distinqt Car Hire (**Rental Contract**) consists of:

- (a) the agreement (**Rental Agreement**) You have signed to hire the Vehicle from Us; and
- (b) these rental Terms and Conditions (**Terms and Conditions**).

1.2 Jurisdiction

The Rental Contract is governed by the laws of New South Wales and You agree that courts in that state 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 Electronic signatures

We may use electronic signatures as a means of entry into the Rental Contract. When You insert an electronic signature You consent to the use of this means of acknowledgment and acceptance of these Terms and Conditions and Your obligations under the Rental Contract.

2 Who may drive the Vehicle?

IMPORTANT NOTICE
A breach of any part of this clause 2 is a Major Breach of the Rental Contract. See clause 12 for further details.

2.1 Authorised Drivers

Only You or an Authorised Driver can drive the Vehicle. 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 8 of these Terms and Conditions.

2.2 Age limits

There is a minimum and maximum age limit for those renting Our Vehicles. You and any Authorised Driver **must** be at least 25 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 Rental Agreement.

2.3 Licence requirements

- (a) You and any Authorised Driver **must** also have a 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. If accepted a surcharge will apply.

2.4 Cancelled and suspended licences

The Vehicle **must not** be driven:

- (a) whilst Your driver's licence is cancelled or suspended, including as a result of an accumulation of demerit points; or
- (b) if Your licence has been cancelled or suspended, within 2 years of the date of the Rental Agreement.

2.5 False 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.

3 Prohibited Use

IMPORTANT NOTICE
A breach of any part of this clause 3 is a Major Breach of the Rental Contract. See clause 12 for further details.

3.1 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 the Vehicle is damaged or unsafe.

3.2 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 dangerous, hazardous, biohazardous, infectious, 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 or transport 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; 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.

3.3 You and any Authorised Driver **must not**:

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- (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.

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

4 Prohibited areas of use



IMPORTANT NOTICE

A breach of any part of this clause 4 is a Major Breach of the Rental Contract. See clause 12 for further details.

4.1 The Vehicle **must never** be driven:

- (a) on an Unsealed Road;
- (b) Off Road; or
- (c) above the snow line between 1 May and 31 October or in any area where snow has fallen or is likely to fall.

4.2 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, dams and floodwaters;
- (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.

4.3 The Vehicle **must never** be driven or used:

- (a) outside the state of New South Wales; or
- (b) onto any island that is off mainland Australia, **unless** We have given Our written permission prior to the Start of the Rental and it is noted on the Rental Agreement.

5 Your obligations



IMPORTANT NOTICE

A breach of any of sub-clauses 5.6, 5.7, 5.8, 5.9 or 5.11 is a Major Breach of the Rental Contract. See clause 12 for further details.

5.1 Start of the Rental

At the Start of the Rental and before collecting the Vehicle You **must**:

- (a) present Your driver's licence and that of any Authorised Driver and permit copies of the drivers' licences to be made and kept by Us;
- (b) present Your passport if You are not an Australian citizen;

- (c) fully inspect the Vehicle at the Start of Rental to ensure that the condition of the Vehicle and any pre-existing damage is accurately noted and shown in the Rental Agreement. If there is any discrepancy You **must** notify Us prior to leaving the Rental Station; and

- (d) pay the anticipated Rental Charges and the Security Bond. NB All refunds will be made via (Bank Transfer)

5.2

5.3 Security Bond

The Security Bond will be retained by Us as a security for the performance of any of Your obligations and liabilities under the Rental Contract and is fully refundable (excluding bank fees or transfer charges if applicable) to You IN 3-5 business days after the End of the Rental provided that:

- (a) all amounts due to Us under the Rental Contract have been paid, including toll road charges and refuelling costs and traffic fine fees.;
- (b) the Vehicle has been returned to the Rental Station at the date and time set in the Rental Agreement;
- (c) there is no Damage (except for reasonable wear and tear) or Third Party Loss;
- (d) the exterior and interior of the Vehicle are clean;
- (e) the Vehicle has a full tank of fuel; and
- (f) there has not been a Major Breach of the Rental Contract. Traffic Fines will incur a \$15 process fee.

We reserve the right to retain all or part of the Security Bond if there is a breach of any of these conditions. NB Where the bond is insufficient to cover charges you will be responsible for all additional charges and costs of recovery if applicable.

5.4 During Your rental

(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 Station.

(b) You **must not**:

- (i) use the Vehicle for transporting any pets or animals, except assistance animals, **unless** specifically approved by Us;
- (ii) smoke in the Vehicle 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.

Additional cleaning, disinfection and deodorising charges will apply.

5.5 Seat belts and restraints

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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 under the age of seven years the restraint has been fitted correctly according to the weight and age of the child and that the restraint is properly adjusted and fastened.

5.6 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 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 when the Vehicle is unattended.

5.7 Reasonable care

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.

5.8 Notification of Vehicle fault

You **must** inform Us immediately if:

- (a) a warning light or fault message appears;
- (b) You see or become aware of low engine or brake oils, or engine coolant levels; or
- (c) the Vehicle develops any fault during the Rental Period.

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

5.9 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.

5.10 Repair with authority

Where We have given You Our prior authority to repair the Vehicle 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. Any entitlement to reimbursement is subject to there being no Major Breach of the Rental Contract.

5.11 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.

6 Rental Period, costs and charges

6.1 Your Rental

Your rental of the Vehicle from Us is for the Rental Period and at the rate shown in the Rental Agreement.

6.2 Extending the Rental Period

- (a) We understand that circumstances change and that You may require the Vehicle for longer than the Rental Period. If so, You **must** notify Us **no less than** 24 hours prior to the expiration of the Rental Period.

- (b) If You fail to notify Us at least 24 hours before the expiration of the Rental Period that You require an extension, and fail to return the Vehicle on the scheduled date and at the time shown in the Rental Agreement, We may:

- (i) terminate the Rental Contract; and
- (ii) if the location of the Vehicle is known, recover it by lawful means or if it is unknown, after making reasonable attempts to contact You, report the Vehicle as stolen to the Police.

6.3 Cancellation and 'No Show'

- (a) You will be charged the Rental Charges for the Rental Period as booked if:
 - (i) Your booking is cancelled within 24 hours prior to the Start of the Rental; or
 - (ii) You fail to notify Us of Your intended cancellation prior to the Start of the Rental and fail to pick up the Vehicle,**unless** We are able to rent the Vehicle to another renter for an equivalent term and rate.
- (b) A cancellation is not effective until acknowledged and confirmed by Us.

6.4 Tolls, fines and infringements

You and any Authorised Driver **must** pay all tolls (inclusive of a 12% administrative fee), 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. An additional \$15 administrative fee applies if We are required to nominate You as the responsible driver if any toll, fine or infringement is unpaid.

6.5 Return of the Vehicle

- (a) You **must** return the Vehicle:
 - (i) to the Rental Station;
 - (ii) on the date and by the time shown in the Rental Agreement;
 - (iii) in a reasonable state of cleanliness;
 - (iv) in the same mechanical condition it was in at the Start of the Rental, fair wear and tear excepted; and
 - (v) with a full tank of fuel.
- (b) If You return the Vehicle:
 - (i) with less than a full tank of fuel a refuelling charge of \$3 per litre (including GST) will apply;
 - (ii) more than one hour after the date and time set for its return in the Rental Agreement, We will 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; or
 - (iii) at any time outside Our normal business hours You **must** pay for the daily Rental Charges and all Damage until the Rental Station next opens for business **unless** We have agreed to an after business hours drop off and it is shown on the Rental Agreement.

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6.6 Post rental inspection procedure

- (a) We will take reasonable steps to conduct a post rental inspection in Your presence;
- (b) If You do not wish to wait for the full inspection, We will use reasonable endeavours to conduct the inspection within four (4) business hours; and
- (c) If Damage is detected, We will notify You as soon as it is reasonably practical to do so.
- (d) Includes an Exterior and Interior inspection in regards to the state of cleanliness of the vehicle. A Minimum fee of \$50 and Maximum fee of \$250 will be charged if the vehicle is determined to require additional cleaning.

6.7 End of the Rental

At the End of the Rental You **must** pay:

- (a) the balance of the Rental Charges;
- (b) the Damage Excess if there is Damage or Third Party Loss as a result of an Accident or the Vehicle is stolen;
- (c) any costs We incur, including:
 - (i) refuelling costs; and
 - (ii) extra cleaning costs;
- (d) for all Damage arising from a Major Breach of the Rental Contract;
- (e) for all Overhead Damage;
- (f) for all Underbody Damage; and
- (g) for any Damage caused by the immersion of the Vehicle in water.

6.8 Credit card authority

If any amount is due to Us or remains unpaid, including:

- (a) the Rental Charges;
- (b) tolls;
- (c) speeding and traffic fines and infringements;
- (d) fines or charges imposed for parking;
- (e) extra cleaning costs
- (f) refuelling costs; or
- (g) the Damage Excess.
- (h) administrative charges

You authorise Us to debit Your credit card with that amount within a reasonable time after the End of the Rental.

6.9 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 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.

7 Toll charges

- 7.1 The Vehicle is registered with Linkt for use on toll roads so to avoid duplication of toll charges it is important that You do not use Your own e-tag.
- 7.2 All toll charges including those incurred for vehicle delivery and pick up will be debited from Your nominated credit card within a reasonable time after We receive an invoice from Linkt and prior to refund of the Security Bond.
- 7.3 An administrative fee of 12 per cent will apply to all Tolls.

8 Damage and Damage Cover



IMPORTANT NOTICE

- (a) **There is no insurance or Damage Cover for the Vehicle which is used at Your own risk.**
- (b) **Damage Cover is for Third Party Loss only.**

8.1 Damage Cover is for Third Party Loss only

Damage Cover for Third Party Loss is included in the Rental Charges but there is **no Damage Cover** for Damage to the Vehicle or if it is lost or stolen and not recovered. You should therefore make Your own insurance arrangements that provide You with cover for:

- (a) Damage;
- (b) loss of the Vehicle as a result of theft; and
- (c) Third Party Loss.

8.2 Loss or Damage to the Vehicle

If You have not made Your own insurance arrangements or Your insurer refuses to accept Your claim:

- (a) if there is any Damage to the Vehicle that is repairable You must pay the full Damage cost;
- (b) if the Damage to the Vehicle is so substantial that it is not repairable or it is lost or stolen and not recovered You must pay for the replacement cost of the Vehicle; and
- (c) if there is any Damage to the Vehicle however it has been caused by You, You will forfeit the Security Bond which will be applied to the Damage or replacement cost.

8.3 Third Party Loss

If You have not made Your own insurance arrangements or Your insurer refuses to accept Your claim:

- (a) if there is Third Party Loss arising from an Accident You must pay the Damage Excess set out in the Rental Agreement; and
- (b) payment of the Damage Excess under clause 8.3(a), is additional to Your obligations under clause 8.2 to pay for the repair or replacement cost of the Vehicle if there is Damage to it or it is stolen.

8.4 Damage and Damage Excess Payable

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<p>(a) You must pay:</p> <p>(i) for Damage to the Vehicle; and</p> <p>(ii) the Damage Excess of \$5,500, if there is Third Party Loss,</p> <p>(b) In Our sole discretion We may excuse payment for Damage under clause 8.2 and payment of the Damage Excess under clause 8.3(a), but only if:</p> <p>(i) We agree You were not at fault;</p> <p>(ii) the other party is insured; and</p> <p>(iii) the other party's insurance company accepts liability and agrees to pay Our Damage claim in full.</p>		<p>best endeavours to provide a replacement Vehicle where one is available.</p> <p>10.2 We are not responsible for:</p> <p>(a) a flat battery because the lights or entertainment system have been left on;</p> <p>(b) tyre changing;</p> <p>(c) lost keys or remote control device; or</p> <p>(d) keys or remote control device locked in the Vehicle.</p> <p>Extra charges will apply if any of these services are provided at Your request and You are responsible for and must pay for any Damage caused.</p>
<p>8.5 Refund of Damage/Damage Excess paid</p> <p>(a) We will refund any amount paid for Damage to the Vehicle or the Damage Excess paid for Third Party Loss as soon as practicable:</p> <p>(i) in full, if We recover the Damage from a responsible third party or their insurer or successfully reject or defend a claim for Third Party Loss;</p> <p>(ii) in part, if the repair cost to the Vehicle is less than the amount You have paid;</p> <p>(iii) in part, if a claim for Third Party Loss is rejected or defended for an amount less than the Damage Excess; or</p> <p>(iv) on a pro rata basis if We recover only a proportion of any amount We have claimed against a Third Party for Damage.</p> <p>(b) In making a refund We may take into account all reasonable administrative, collection agency and legal costs incurred in connection with the recovery of the Damage cost or rejection or defence of a claim for Third Party Loss.</p>	<p>10.3 Subject to the Australian Consumer Law, We are not responsible for:</p> <p>(a) flights You have missed;</p> <p>(b) holiday plans that are disrupted;</p> <p>(c) loss or inconvenience caused by natural disasters such as floods, cyclones, hailstorms, earthquakes, bushfires, or pandemics;</p> <p>(d) loss of enjoyment; or</p> <p>(e) consequential or economic loss.</p>	<p>10.3 Subject to the Australian Consumer Law, We are not responsible for:</p> <p>(a) flights You have missed;</p> <p>(b) holiday plans that are disrupted;</p> <p>(c) loss or inconvenience caused by natural disasters such as floods, cyclones, hailstorms, earthquakes, bushfires, or pandemics;</p> <p>(d) loss of enjoyment; or</p> <p>(e) consequential or economic loss.</p>
<p>9 Damage Cover Exclusions</p> <p>There is no Damage Cover, and You and any Authorised Driver are liable for:</p> <p>(a) Damage to, or theft of, the Vehicle however it is caused;</p> <p>(b) Third Party Loss arising from:</p> <p>(i) a Major Breach of the Rental Contract;</p> <p>(ii) the use of the Vehicle by any driver who is not an Authorised Driver; and</p> <p>(c) wheel or tyre damage, including puncture repair; and</p> <p>(d) loss or damage to goods or property carried in or on the Vehicle whether owned by You or a Third Party and You agree to fully indemnify Us for any claims for Third Party Loss for such items that occurs during the Rental Period.</p>		<p>11 Accident and theft reporting</p> <p>IMPORTANT NOTICE A breach of any part of this clause 11 is a Major Breach of the Rental Contract. See clause 12 for further details.</p> <p>11.1 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.</p> <p>11.2 If the Vehicle is stolen or if You or an Authorised Driver of the Vehicle has an Accident where:</p> <p>(a) any person is injured;</p> <p>(b) the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or</p> <p>(c) the other party appears to be under the influence of drugs or alcohol,</p> <p>You or the Authorised Driver must also report the theft or Accident to the Police.</p>
<p>10 Accidents or breakdowns</p> <p>10.1 We will provide You with a Vehicle that is of acceptable quality and in good working condition taking into account the age of the Vehicle but breakdowns do occur. 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 on 1300 831 191 to arrange assistance. We will recover and repair the Vehicle as soon as possible but if it cannot be repaired We will use Our</p>		<p>11.3 If You or an Authorised Driver have an Accident You and the Authorised Driver must:</p> <p>(a) exchange names and addresses, phone numbers, insurance details and email addresses with the other driver;</p> <p>(b) take a photo of the other driver's licence and insurance details including policy number.</p> <p>(c) take the registration numbers of all vehicles involved;</p> <p>(d) take as many photos as is reasonable showing:</p> <p>(i) the position of the Vehicles before they are moved for towing or salvage;</p> <p>(ii) the Damage to the Vehicle;</p> <p>(iii) the damage to any third party vehicle or property; and</p>

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	(iv) the general area where the Accident occurred, including any road or traffic signs;	(a) ensuring that the Security Interest is enforceable, perfected and otherwise effective;
(e)	obtain the names, addresses, phone numbers and email addresses of all witnesses;	(b) enabling Us to apply for any registration, complete any financing statement or give any notification in connection with the Security Interest; or
(f)	forward all third party correspondence or court documents to Us within 7 days of receipt; and	(c) enabling Us to exercise rights in connection with the Security Interest.
(g)	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:	13.4 You agree to cause any financing statements required of You pursuant to sub-clause 13.3 to be registered at such times as reasonably directed by Us.
	(i) Our lawyer's office; or	13.5 We need not give any notice under the PPSA (including a verification statement) unless the notice is required by the PPSA and the requirement to give it cannot be excluded, or has not been excluded by sub-clause 13.7.
	(ii) any Court hearing.	13.6 We each agree that neither You nor We are required to, and must not , without the other party's consent, disclose any information of the kind referred to in section 275(4) of the PPSA unless section 275(7) of the PPSA applies.
11.4	You and an Authorised Driver must not :	13.7 We and You agree that the following provision of the PPSA do not apply to the Rental Contract, to the extent that the PPSA permits the parties to contract out of such provisions, namely section 95 (to the extent that it requires a secured party to give a notice to the grantor), section 96, section 121(4), section 125, section 130 (to the extent that it required a secured party to give notice to a grantor, section 132(3)(d), section 132(4), section 135, section 142 and section 143.
(a)	make any admission of fault;	13.8 You acknowledge and agree that:
(b)	promise to pay any claim for Third Party Loss; or	(a) You have received valuable consideration from Us;
(c)	release the other party from any liability to pay for Damage as a result of an Accident, theft of attempted theft.	(b) attachment of the Security Interest to the Vehicle shall in no way be deferred or postponed;
12	Consequences of a Major Breach of the Rental Contract	(c) the Security Interest shall remain in force until We confirm that You have paid all amounts and performed all obligations under the Rental Contract;
12.1	No Damage Cover If You or any Authorised Driver:	(d) You shall not grant or permit to subsist any other security interest, encumbrance or lien over the Vehicle; and
(a)	commit a Major Breach of the Rental Contract in a way that causes Damage, theft of the Vehicle or Third Party Loss; or	(e) You shall give Us prior written notice of any proposed change of Your name or address.
(b)	drive the Vehicle in a reckless manner so that a substantial breach of road safety legislation, has occurred,	14 Privacy
	You and any Authorised Driver:	IMPORTANT NOTICE A breach of sub-clause 14.5 is a Major Breach of the Rental Contract. See clause 12 for further details.
(i)	have no Damage Cover;	14.1 We are committed to respecting privacy and will not collect, use or disclose Your personal information where doing so would be contrary to law.
(ii)	are liable for all Damage, theft of the Vehicle and Third Party Loss; and	14.2 When We collect Your personal information We will do so only for the purpose of providing rental services to You. If You choose not to provide this information to Us We may not be able to provide those rental services to You.
(iii)	are liable for and must pay any additional costs or expenses We incur as a direct consequence.	14.3 We take reasonable steps to make sure Your personal information is accurate, up to date and complete and that it is protected from misuse, loss or unauthorised access, modification or disclosure.
12.2	Termination and repossession Acting reasonably, We may terminate the Rental Contract and take immediate possession of the Vehicle if a breach of any part of sub-clause 12.1 has occurred.	14.4 A GPS Tracking Device to the Vehicle to enable Us to track the Vehicle when it is out of Our possession. When You sign the Rental Agreement You are authorising Us to use the GPS Tracking Device to track the Vehicle until it is returned to Us.
13	Personal Property Securities Act 2009 (Cth)(PPSA)	
13.1	You have no right to, or interest in, the Vehicle other than as a bailee and You must not endeavour to obtain any other right or interest by Yourself or Your nominee.	
13.2	You acknowledge that the Rental Contract may create a security interest (Security Interest) (as that term is defined in the PPSA) in the Vehicle and that We may register the Security Interest on the Personal Property Securities Register.	
13.3	If the Rental Contract creates a Security Interest to which the PPSA applies, You agree to do anything (such as obtaining consents, signing and producing documents, getting documents completed and signed, and supplying information) within Your reasonable control and which We ask and reasonably consider necessary for the purposes of:	

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- 14.5 You **must not** tamper with the GPS Tracking Device or remove it from the Vehicle.

15 Definitions and interpretation

15.1 Definitions

In these Terms and Conditions:

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) rollovers; and
- (c) weather events, including hail Damage, that results in Damage or Third Party Loss.

Authorised Driver means any driver of the Vehicle who is approved by Us and who is recorded on the Rental Agreement prior to the Start of the Rental.

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; 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 Third Party Loss under clause 8, subject to the Damage Cover Exclusions in clause 9.

Damage Excess means the amount, including GST, up to which You **must** pay Us in the event of an Accident that causes Third Party Loss.

End of the Rental means the date and time shown in the Rental Agreement or the date and time the Vehicle is returned to Us, whichever is the later.

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.

Loss of Use means Our loss calculated on a daily basis at the daily rate shown in the 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 following:

- (a) clauses 2 (all parts); 3 (all parts); 4 (all parts); sub-clauses 5.6, 5.7, 5.8, 5.9, or 5.11 that causes Damage, theft of the Vehicle or Third Party Loss;
- (b) clause 11 (all parts) 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
- (c) sub-clause 14.5.

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:

Damage to the Vehicle; or

- (d) 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.

PPSA means the *Personal Property Securities Act 2009* (Cth).

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 Rental Agreement.

Rental Period means the period commencing at the time shown in the Rental Agreement and concluding at the End of the Rental.

Rental Station means the location from which the Vehicle is rented, as shown on the Rental Agreement.

Security Bond means the amount shown on the Rental Agreement We collect from You at the Start of the Rental as security for the Rental Charges and other fees and charges incurred during Your rental and the amount is fully refundable subject to sub-clause 5.3.

Start of the Rental means the date and time that the rental commences as shown in the Rental 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.

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 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 described in the Rental Agreement and includes its parts, components and accessories, including the GPS unit.

We, Us, Our, means Distinqt Car Hire Pty Ltd trading as Distinqt Car Hire ABN 70 636 073 651.

You, Your means the person, whether it is an individual, a firm or company or government agency that rents the Vehicle from Us and whose name is shown in the Rental Agreement.

15.2 Interpretation

In these Terms and Conditions, **unless** the context otherwise requires:

- (a) headings are for convenience only and do not form part of the Terms and Conditions or affect their interpretation; and
- (b) where You comprises two or more persons each is bound jointly and severally.