

MEGA HIRE **VEHICLE** hire terms and conditions

1. INTERPRETING YOUR RENTAL AGREEMENT

The rental agreement (**Rental Agreement**) between Mega Hire and You is made on the date shown on the Rental Document You have signed in respect of the Vehicle, and is made up of that Rental Document and these Terms and Conditions. The Rental Agreement, Rental Document and these Terms and Conditions apply in addition to any representation made to You by Mega Hire or Mega Hire's employees.

By entering into the Rental Agreement, You also agree to be bound by the terms and conditions set out in:

- Mega Hire's Privacy Policy found at <https://www.megahire.com.au/pages/privacy-policy>

- RMS E-toll Facility Terms and Conditions (Annexure A)

Fees and charges that Mega Hire is entitled to charge without further consent from You other than signing the Rental Agreement are set out in the Pricing Schedule at Annexure B. Additional fees and charges for optional services or Accessories will be explained to You at the time they are offered to You or are disclosed in the Rental Document.

In these Terms and Conditions:

'Accessory' means any equipment set out in the Rental Document, including (as applicable) any global positioning system receiver or similar device or any child restraint, booster or similar equipment;

'Account' means the debit card, credit card or Mega Hire charge account to which Rental Charges are to be debited;

'Terrorist Act' has the meaning in section 100.1 of the *Criminal Code Act 1995* (Cth) as at 1 March 2018;

'Additional Driver Fee' means the fee payable by You to Mega Hire for the addition of an Authorised Driver aside from You;

'Authorised Driver' means You and any additional driver who is:

- Your spouse; or
- Your employer, employee, fellow employee or partner if it is disclosed by You to Mega Hire that the Vehicle is rented for business purposes; or
- Added to the Rental as an additional authorised driver using the additional drivers form or Rental Document;

'Australian Consumer Law' means Schedule 2 to the *Competition and Consume Act 2010*;

'Mega Hire Insurance Policy' means a policy of liability insurance held by Mega Hire for Your and an Authorised Driver's liability to a third party for damage to the property of that third party which is caused by the legal use of the Vehicle by You or an Authorised Driver;

'Mega Hire' means Mega Hire Australia Pty Limited ABN 45 618 228 434

'Code' means the Australian Finance Industry Association Car Rental Code of Practice;

'Collection Costs' means Mega Hire's reasonable costs of collecting unpaid Rental Charges from You;

'Excess Reduction' means the product called 'Damage Waiver' that You may purchase before the rental commences to reduce any Excess Amount payable;

'Excess Amount' means the amount shown as 'Excess Amount' on the Rental Document;

'Fair Wear and Tear' means Fair Wear and Tear described in the Code under the annexure headed "AFIA Fair Wear and Tear Guide - Rental Vehicles" and does not include damage (as set out in that annexure);

'Late Return Charge' means a single charge payable by You if You do not return the Vehicle on the date and by the time shown on the Rental Document or an alternative return date and time as agreed with Mega Hire under clause 6.1(a);

'Loss Damage Waiver' means the loss damage waiver described on the Rental Document as LDW which reduces Your financial responsibility for loss or damage to the Vehicle to the Excess Amount;

'Manufacturer's Specifications' means the specifications of the manufacturer of the Vehicle as set out in the Vehicle's operations manual located in the glove box of the Vehicle;

'Overhead Damage' means damage (excluding hail damage) to the Vehicle during the Rental Period above the top of the door seal or the top of the front and back windscreens, or damage to third party property, caused by the Vehicle coming into contact with any thing overhanging or obstructing its path, objects being placed on the roof of the Vehicle, or You or any person standing or sitting on the roof of the Vehicle;

'Rental Charges' means the fees, costs, amounts and charges specified on the Rental Document and Pricing Schedule or payable under this Rental Agreement;

'Rental Period' means the period commencing on the date shown on the Rental Document and ending on the date that You return the Vehicle to Mega Hire;

'Roadside Assistance Cover' means the provision of the roadside assistance services described in clause 5.4 for the Roadside Assistance Cover fee specified in the Pricing Schedule;

'Roadside Callout Fee' means a charge for an individual roadside assistance callout event, as specified in the Pricing Schedule;

'Substitute Vehicle Insurance' means a policy of motor vehicle insurance held by You or an Authorised Driver which covers You or the Authorised Driver while using the Vehicle as a substitute for the vehicle insured under that policy;

'Underbody Damage' means damage to the Vehicle during the Rental Period caused by the Vehicle coming into contact with anything below the bottom of the door seal and the bottom of

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the front and rear bumper bars where Mega Hire considers, acting reasonably, that the driver of the Vehicle is reasonably at fault for that damage;

'Vehicle' means the vehicle described on the Rental Document (or any substitute vehicle), and includes its parts, components, keys, remote opening devices, any tag or device for paying electronic tolls, all Accessories and contents supplied by Mega Hire unless the context requires otherwise; and

'You' or 'Your' refers to the person(s) with whom the Rental Agreement is made.

2. DRIVER

2.1 You agree and acknowledge that:

(a) only You or an Authorised Driver will drive the Vehicle; and
(b) You and any Authorised Driver hold a current and valid licence (not being a learner's licence or provisional licence) to drive the Vehicle and have been licensed to drive vehicles of the same category as the Vehicle for at least 12 consecutive months immediately prior to signing the Rental Document.

2.2 You are responsible for the acts and omissions of each Authorised Driver and any other person You or an Authorised Driver allows to drive the Vehicle and neither You nor any unauthorised driver will have the benefit of the Loss Damage Waiver option or Excess Reduction option (if accepted or included in Your rate) if You or an Authorised Driver allows an unauthorised driver to drive the Vehicle and that unauthorised driver causes loss of or damage to the Vehicle or damage to the property of a third person.

2.3 To add an Authorised Driver, You must pay the Additional Driver Fee. The Authorised Driver must provide to Mega Hire a copy of a current and valid licence confirming that the Authorised Driver is authorised to drive the Vehicle at the time the Rental Document is signed.

3. WHERE YOU CAN AND CANNOT DRIVE THE VEHICLE

3.1 You and any Authorised Driver must only use the Vehicle on a road which is properly formed and constructed as a sealed, metalled or gravel road (unless the Vehicle is a 4 wheel drive Vehicle)

3.2 You and any Authorised Driver must not, unless authorised in writing by Mega Hire, drive or take the Vehicle;

(a) to Gove Peninsula or any island off the coast of Australia (including, but not limited to, Bruny Island, Fraser Island, Groote Eylandt, or the Tiwi Islands);

(b) to Kangaroo Island; however, if so authorised, You and any Authorised Driver must not drive the Vehicle between dusk and dawn outside the town limits;

(c) into or out of the Northern Territory, Western Australia or Tasmania;

(d) in Queensland:

(1) on Highway No. 27: beyond Chillagoe in a Westerly direction;

(2) on Highway No. 1: beyond Normanton in a Southerly direction and no further North than Karumba;

(3) if the Vehicle is a passenger vehicle or truck, beyond Cooktown to the North or Lakeland to the West and no further North than Cape Tribulation on the Coast Road; or

(4) on the Coast Road from Helenvale to Cape Tribulation, or from Laura to Lakeland, unless the Vehicle is a 4 wheel drive vehicle;

(e) in the snow (at any time and anywhere (including Tasmania));

(f) above the snow line in:

(1) New South Wales (being Jindabyne); or

(2) Victoria (being Bright), from the beginning of June until the end of September;

(g) on beaches or through streams, dams, rivers or flood waters;

4. USE OF THE VEHICLE

4.1 You and any Authorised Driver must:

(a) not use, or allow the Vehicle to be used, for any illegal purpose, race, contest or performance test of any kind;

(b) not, without Mega Hire's prior written consent, use, or allow the Vehicle to be used, to push anything;

(c) not carry, or allow the Vehicle to carry, more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle and must ensure that each passenger in the Vehicle appropriately uses the seat belt restraint;

(d) not be under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit in the State or Territory in which the Vehicle is driven;

(e) not, without Mega Hire's prior written consent, use or allow the Vehicle to be used to carry passengers for payment of any kind;

(f) not use the Vehicle when it is damaged or unsafe;

(g) provided it is reasonable in the circumstances to do so, not drive the Vehicle after an accident or hitting an object (including an animal) until You have obtained Mega Hire's approval to do so;

(h) not use the Vehicle to transport goods, except in compliance with all necessary approvals, permits, licences and government requirements (to be obtained at Your cost) and in accordance with the Manufacturer's Specifications and Mega Hire's recommendations;

(i) not smoke within the Vehicle or allow any other person to smoke within the Vehicle at any time;

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(j) not, without Mega Hire's prior written consent, use the Vehicle to carry any inflammable substance which has a flash point under 22.8°C or any other explosive or corrosive substances;

(k) not use the Vehicle to prepare, commit or assist in the preparation or commission of any Terrorist Act;

(l) not use the Vehicle for the conveyance or towing of any load unless You have Mega Hire's prior written consent; the load is correctly loaded and secured and not in excess of that for which the Vehicle was manufactured; for towing, the Vehicle is fitted with a tow bar; and the conveyance or towing is undertaken in accordance with the Manufacturer's Specifications and Mega Hire's recommendations; and

(m) not use the Vehicle in contravention of any law.

5. MAINTENANCE, SECURITY AND CLEANING

5.1 You and any Authorised Driver must:

(a) maintain all of the Vehicle's engine oils and engine coolant levels to the Manufacturer's Specifications, provided that Mega Hire has provided the Vehicle to You with engine oils and engine coolant at levels which reflect the Manufacturer's Specifications;

(b) keep the Vehicle locked when it is unattended and the keys under Your or the Authorised Driver's personal control at all times; and

(c) comply with all applicable seat belt and child restraint laws.

5.2 Mega Hire will provide 24 hour roadside assistance for all inherent mechanical faults (as reasonably determined by Mega Hire or its authorised repairer) at no additional cost provided that the fault does not arise as a result of any unauthorised use of the Vehicle in breach of clauses 3 or 4.1 (save, in respect of clause 4.1(m), for minor infractions).

5.3 You acknowledge that Mega Hire may from time to time receive telematics data from device-equipped vehicles where driver monitoring is enabled, including fuel levels, distance, speed, vehicle location data (including the longitude and latitude and direction of travel), vehicle damage detection data, vehicle diagnostic information (such as advice that the engine warning light has activated), braking, acceleration and cornering data.

5.4 For each roadside assistance callout for a fault or incident caused by Your act or omission (including, but not limited to emergency refuelling (up to an amount required to reach the nearest petrol station), a tyre-related incident, lost keys, keys locked in vehicle, or a flat battery due to lights or other electrical equipment being left on), You will be charged the Roadside Callout Fee, unless You have purchased Roadside Assistance Cover.

5.5 Roadside Assistance Cover does not apply if the Vehicle has been used in breach of clauses 3 or 4.1 (save, in respect of clause 4.1(m), for minor infractions) or in respect of any additional amount(s) payable under clauses 8.3 and 8.6.

5.6 You must not have repairs to the Vehicle carried out unless Mega Hire authorises You to do so. Mega Hire requires verification of the cost of repairs for reimbursement and GST purposes. You should obtain an original tax invoice/receipt from the repairer to assist Mega Hire. Mega Hire will reimburse You for any repairs to the Vehicle authorised by Mega Hire, provided that Mega Hire can verify the cost of those repairs. To the extent that Mega Hire cannot verify the cost of repairs, Mega Hire will not reimburse You.

5.7 If You or another person has been smoking in the Vehicle during the Rental Period in breach of clause 4.1(i); You will be required to pay the cost of any professional cleaning or odour extraction reasonably incurred by Mega Hire and a reasonable administrative fee reflecting the cost of making arrangements for professional cleaning or smoke extraction.

6. RETURN OF VEHICLE

6.1 You must return the Vehicle to Mega Hire:

- (a) to the place, on the date and by the time shown on the Rental Document unless You have informed Mega Hire of a change prior to the return date and time and Mega Hire has agreed to the change; and
- (b) in the same condition as it was at the commencement of the Rental Period, Fair Wear and Tear excepted.

6.2 If You tell Mega Hire that You wish to return the Vehicle to a location other than that stated on the Rental Document, Mega Hire will advise You of the amount of the 'one-way fee' that You will incur (unless clause 6.5(a) applies to You). If You do not tell Mega Hire in advance, You must pay a 'one-way fee' of up to \$2 per kilometre (depending on the type of Vehicle and the distance travelled) to be determined and paid at the end of the Rental Period. You will also be liable for any Rental Charges calculated under clause 6.3 or 6.4.

6.3 If You:

- (a) return the Vehicle at a later date or time than that shown on the Rental Document;
- (b) return the Vehicle to a place other than that shown on the Rental Document; or
- (c) do not comply with any special conditions set out in the 'Rates' section on the Rental Document, the rates shown on the Rental Document may not apply and You must pay the rate that is reasonable in the circumstances for the Vehicle for the Rental Period as well as the Late Return Charge.

6.4 If You return the Vehicle at an earlier date or time than agreed, the rates shown on the Rental Document will not apply and You must pay the rate that was applicable for the Vehicle for the Rental Period (which is likely to be higher than the rates shown on the Rental Document).

6.5 Mega Hire may request the immediate return of the Vehicle, or Mega Hire may recover the Vehicle without notice, if:

- (a) the credit limit on Your method of payment would be exceeded by the debiting of the Rental Charges for a

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requested extension of the rental of the Vehicle or if a 'one-way fee' becomes payable by You;

- (b) the Rental Period expires without satisfactory arrangements having been made by You with Mega Hire; or
- (c) Mega Hire reasonably suspects that:
 - (1) the Vehicle may be used for an unlawful purpose;
 - (2) damage to the Vehicle, or injury to persons or property, is likely to occur; or
 - (3) the Vehicle will be involved in an industrial dispute.

6.6 If You do not return the Vehicle on the date and by the time shown on the Rental Document (or any extended date or time agreed with Mega Hire) then:

- (a) after written notice to You and if the location of the Vehicle is unknown, Mega Hire may report the Vehicle as stolen to the Police; and
- (b) You must pay Mega Hire all Rental Charges (including additional Rental Charges) and compensate Mega Hire in accordance with clause 8 for any loss Mega Hire suffers (including all reasonable additional costs Mega Hire incurs in recovering the Vehicle) up to the time that the Vehicle is recovered by Mega Hire.

6.7 If You have breached the Rental Agreement and Your breach of the Rental Agreement (or a breach of the Rental Agreement by any Authorised Driver) has caused the downtime of the Vehicle, You will be liable to pay a per day loss of revenue fee based on the actual downtime of the Vehicle (or, where the actual downtime of the Vehicle is not known, a reasonable estimate of that downtime).

7. FUEL

7.1 You must fill the Vehicle only with the fuel type specified in the Manufacturer's Specifications.

7.2 If You return the Vehicle with less fuel in the Vehicle than the Vehicle had when You rented it, You must pay Mega Hire the Fuel Service amount per litre as set out on the Rental Document. The Fuel Service amount reflects the cost of fuel per litre plus Mega Hire's reasonable costs associated with arranging to fill the Vehicle with fuel.

7.3 Mega Hire will waive the Refuelling Service amount if You present a receipt indicating You have refuelled the Vehicle and the Vehicle has the same level of fuel that the Vehicle had when You rented it, as determined reasonably by Mega Hire's visual, electronic or other inspection of the Vehicle's fuel gauge.

7.4 For the purpose of clause 7.2 the fuel level of the Vehicle at the time You rent it and at the time You return it to Mega Hire is determined by visual inspection by Mega Hire of the Vehicle's fuel gauge, and the kilometres driven, however if a Fuel Service amount is charged, that amount will be based on the number of litres of fuel actually put into the Vehicle to return it to the level of fuel that the Vehicle had when You rented it.

8. LIABILITY FOR LOSS OR DAMAGE

8.1 The liability for damage to or loss of the vehicle during the Rental Period is divided between You and Mega Hire as set out in this clause 8. Some of the risk will be covered by insurance, as set out in clause 9.

8.2 Mega Hire is liable for any damage to or loss of the Vehicle that is our fault. This includes:

- (a) any failure on our part to properly maintain the vehicle; and
- (b) loss or damage directly due to our negligence or wilful default.

8.3 You are liable to compensate Mega Hire for any damage or loss that is Your fault or is attributable to Your use of the Vehicle. This includes:

- (a) damage or loss caused or contributed to by You;
- (b) Overhead Damage or Underbody Damage (including, without limitation, damage which occurs if You drive the Vehicle into a bridge, a tunnel, a tree, or the roof or boom gate of a car park; or damage to the exhaust systems, suspension and chassis caused by carelessly driving over gutters or kerbs or driving along poor quality roads at excessive speeds) which damage is not attributable to Fair Wear and Tear;
- (c) You driving the vehicle in a manner that results in total or partial inundation or immersion of the Vehicle in water or exposure of the Vehicle to salt water (including, without limitation, damage which occurs as a result of You driving the Vehicle through floods, creeks or rivers);
- (d) damage to the Vehicle or to the property of any third party caused by a breach of clause 3, 4.1, 5.1 or 5.6 (save, in respect of clause 4.1(m), for minor infractions);
- (e) damage to a tyre or an Accessory not attributable to normal wear and tear that is caused deliberately or recklessly by You.

For the purposes of paragraphs 8.3(a) to (e), any reference to You includes an Authorised Driver and any person You or the Authorised Driver allow to drive the Vehicle.

8.4 You are also liable for damage to third party property which is caused or contributed to by You or an Authorised Driver or any person You or the Authorised Driver allow to drive the Vehicle.

8.5 Where loss or damage is caused by a third party and you are resident in Australia, You will not be liable provided You provide Mega Hire with the details of the incident set out in clause 9.2(b) so that Mega Hire can recover the amount of loss or damage from the third party.

8.6 Where the Vehicle is stolen and you have reported the Vehicle as stolen to the police immediately on becoming aware of the theft and provided Mega Hire with a copy of the police report, You will be liable to compensate Mega Hire up to the amount of the Loss Damage Waiver option on Your Rental Document plus the Excess Amount, as described in clause 9.1. If you fail to report the Vehicle as stolen to the police immediately

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on becoming aware of the theft or fail to provide the report to Mega Hire, You will be liable to compensate Mega Hire to the full value of the Vehicle at the start of the Rental Period.

9. INSURANCE AND LOSS DAMAGE WAIVER

9.1 If You are liable to compensate Mega Hire, we will waive that liability if:

- (a) You accept and pay for the Loss Damage Waiver option on the Rental Document (or if it is included in Your rate); and
- (b) You pay the Excess Amount for each separate event involving:
 - (1) damage (including hail damage) to, or loss of, the Vehicle; or
 - (2) damage to the property of any third party which is caused by You or an Authorised Driver.

9.2 In the event of an unintended collision between the Vehicle and any other object, including another vehicle, during the Rental Period that results in damage to the Vehicle or to the property of any third party, Mega Hire waives Your liability under clause 8.3 and will ensure that You are entitled to be indemnified under the Mega Hire Insurance Policy, and Mega Hire will refund You any Excess Amount You paid Mega Hire, provided that, acting reasonably, Mega Hire agrees that You or an Authorised Driver were not at fault and:

- (a) You or the Authorised Driver that was driving the Vehicle at the time of the event holds a current and valid driver's licence;
- (b) You have provided Mega Hire with any details of the incident that Mega Hire reasonably requests, including having made reasonable attempts to obtain:
 - (1) the name, residential address, contact phone and licence number of any person involved;
 - (2) the registration numbers of all vehicles involved;
 - (3) an accurate description of the incident and location; and
 - (4) the names of any attending police officers and the stations at which they are based; and
- (c) You have supplied or Mega Hire has established the name of the insurer of any third party You believe was at fault.

10. PAYMENT FOR LOSS OR DAMAGE

10.1 If You are required to pay an excess under clause 9.1(b), You authorise Mega Hire to debit Your Account with the Excess Amount at the time of loss of, or damage to, the Vehicle provided that if Mega Hire subsequently comes to a reasonable belief that the insurer of a third party will pay Mega Hire for the loss or damage, Mega Hire will, within a reasonable period of time of forming that belief, refund You the Excess Amount You paid under this clause.

10.2 For the purposes of this clause 10.2, 'Recovery Costs' means, in relation to the loss of, or damage to, the Vehicle;

- 1. any appraisal fees actually and reasonably incurred;

- 2. any towing, storage and recovery costs actually and reasonably incurred; and
 - 3. a reasonable administrative fee reflecting the cost of making arrangements for repairs and towing and other administrative activities.
- (a) If clause 8.3 or 9.1 applies, Mega Hire will notify You of the Recovery Cost. You must pay to Mega Hire, or You authorise Mega Hire to debit Your Account with, the Excess Amount at the time of loss of, or damage to, the Vehicle pending Mega Hire's assessment of the loss and damage and, if applicable, the repair of the Vehicle, subject to Your right to a refund under clause 10.4.
 - (b) For the purposes of calculating any refund under clause 10.4, Mega Hire will add the Recovery Costs to the amount of the costs of damage and repair to the Vehicle.
 - (c) If clause 8.3 applies, and if the total of the Recovery Costs and the costs and fees that You must pay under clause 8.3 is greater than the Excess Amount (with the difference being the 'Gap Amount'), You must pay to Mega Hire, or Mega Hire may debit Your Account with, the Gap Amount.

10.3 Where You are required to pay Mega Hire under clause 8, the amount You must pay for any loss, damage, repair, cost or fee:

- (a) may be reasonably determined by Mega Hire; and
- (b) in relation to damage to the Vehicle, is the lesser of the cost of repairs to the Vehicle or the market value of the Vehicle at the time of the damage.

10.4 If the amount determined by Mega Hire and paid by You under clause 10.2 exceeds the final cost of the loss, damage or repair, Mega Hire will refund the difference to You within a reasonable period of time.

10.5 Mega Hire will provide details to You of the final cost of the loss, damage or repair on request by You and within a reasonable period of time. These details will include supporting documentation such as copies of the assessment, repair, towing and assessing invoices and photos of damage if Mega Hire is required to provide these under the Code.

10.6 If You report the Vehicle as stolen to Mega Hire and to the police in accordance with these terms, Mega Hire will debit Your Account for the Excess Amount. Mega Hire will initiate enquiries with the relevant authorities with a view to recovering the Vehicle. If the Vehicle is recovered, Mega Hire will refund the Excess Amount less any amount for damage arising from the condition in which the Vehicle is found as a result of the theft, which is not recovered from a third party.

11. CLAIMS AND PROCEEDINGS

11.1 Where the use of the Vehicle by You, or an Authorised Driver, or any other person results in an accident or claim (**Incident**), or where damage or loss is sustained to the Vehicle or the property of any third party, You must ensure that You or any Authorised Driver:

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- (a) promptly reports the Incident to the local police (if required by law);
- (b) promptly reports the Incident in writing to Mega Hire;
- (c) not, without Mega Hire's prior written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability in relation to the Incident, except to the extent that You or the Authorised Driver are required to provide a statement to the Police;
- (d) permits Mega Hire or its insurer at its own cost to bring, defend, enforce or settle any legal proceedings against a third party in Your name or in the name of the Authorised Driver in relation to the Incident;
- (e) permits or ensures that Mega Hire may claim in Your name or that of the Authorised Driver under any applicable Substitute Vehicle Insurance, and assist, and cause the Authorised Driver to assist, Mega Hire in making such a claim, including assigning any right to claim under any Substitute Vehicle Insurance to Mega Hire; and
- (f) completes and furnishes to Mega Hire within a reasonable time any statement, information or assistance which Mega Hire or its insurer may reasonably require, including attending at a lawyer's office and at Court to give evidence.

11.2 Mega Hire will meet the reasonable out-of-pocket expenses of You or the Authorised Driver in complying with clause 11.1(e) or 11.1(f).

11.3 If You do not comply with clause 11.1(b), and Mega Hire is unable to investigate the Incident in full due to this non-compliance, Mega Hire will, if it is reasonable to do so, notify You of the amount of the Rental Charges and, if those charges are not disputed by You within 5 working days, then by these Terms and Conditions You authorise Mega Hire to debit from Your Account all Rental Charges pending receipt of a report about the Incident made by You or the Authorised Driver (as the case may be).

12. PAYMENT

12.1 At the end of the Rental Period, You authorise the debit of Your Account by Mega Hire to pay:

- (a) all Rental Charges;
- (b) any amount paid or payable by Mega Hire or You to any person arising out of Your use of the Vehicle or imposed on You or Mega Hire by any government or other competent authority;
- (c) the replacement cost (as reasonably determined by Mega Hire) for a lost or stolen Accessory;
- (d) the Card Surcharge payable for the method of payment You chose to use for Your Account; and
- (e) any amount which You reasonably owe to Mega Hire under the Rental Agreement, in respect of a breach of the Rental Agreement or otherwise.

Mega Hire will provide to You clear information containing sufficient detail about any amount payable under this clause

12.1, including a clear justification with respect to the amounts charged and how these amounts have been calculated.

12.2 Each Rental Charge calculated and invoiced to You at the time of the return of the Vehicle is subject to subsequent verification by Mega Hire. If Mega Hire reasonably determines that a Rental Charge should be adjusted, Mega Hire will provide details to You if Mega Hire has Your contact details.

12.3 The minimum charge You must pay for the rental of the Vehicle is an amount equivalent to:

(a) one day's rental at the 'daily rate' shown on the Rental Document (subject to clause 6.4); plus (b) the amount payable for the number of kilometres driven during the Rental Period.

12.4 Distance charges (including the number of kilometres driven) are measured from the Vehicle's odometer.

12.5 Mega Hire will notify You of all amounts payable to Mega Hire under clause 12.1. You may dispute these amounts by contacting info@megahire.com.au within 5 working days of the notification being sent under this clause. You authorise Mega Hire to charge and debit from Your Account all undisputed amounts payable to Mega Hire under the Rental Agreement.

12.6 If You pay Your Rental Charges by credit or debit card, You acknowledge that it may take up to 7–10 business days for Your financial institution to release any amount which has been authorised by that institution at the request of Mega Hire under clause 12.5 which is in excess of Your Rental Charges.

12.7 Mega Hire will pay, within 14 days, any refund due to You by such method as Mega Hire may reasonably choose.

12.8 If You fail to pay any amount due under or in connection with the Rental Agreement within 14 days of the date by which You were required to pay the amount, You must also pay Mega Hire and You authorise Mega Hire to debit from Your Account:

- (a) interest at 20% per annum (compounded daily) on the amount from the expiry of 14 days from the date on which You were required to pay the amount to the date of payment; and
- (b) on and as demanded, Mega Hire's Collection Costs including interest on Mega Hire's Collection Costs calculated in accordance with clause 12.8(a) from the date of demand.

Mega Hire will notify You of all amounts payable to Mega Hire under this clause 13.8. You may dispute these amounts by contacting info@megahire.com.au within 5 working days of the notification being sent under this clause. You authorise Mega Hire to charge and debit from Your Account all undisputed amounts payable to Mega Hire under this clause to Your Account.

13. TERMINATION

13.1 Either party may terminate the Rental Agreement at any time if the other party commits a material breach of the Rental Agreement.

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13.2 You may terminate the Rental Agreement if Mega Hire increases the Rental Charge specified in the Rental Document for a reason that is not due to an act or omission of You or the Authorised Driver.

13.3 Subject to clauses 6.2 to 6.6 (inclusive) and 13.3, You may terminate the Rental Agreement at any time by returning the Vehicle to Mega Hire.

14. PROPERTY IN VEHICLE

14.1 Unless Mega Hire or a Mega Hire employee acting in the course of their employment is negligent, or fraudulent, Mega Hire is not liable to any person for any loss of, or damage to any property:

- (a) left in the Vehicle after its return to Mega Hire; or
- (b) stolen from the Vehicle or otherwise lost during the rental.

15. PERSONAL PROPERTY SECURITIES LAW

15.1 The following terms have their respective meanings in the Personal Property Securities Act 2009 (Cth) ('PPSA') – financing statement, interested person, register, proceeds, security agreement and security interest.

15.2 You acknowledge that:

- (a) by renting the Vehicle from Mega Hire, You may be granting a security interest in the Vehicle (and any proceeds) to Mega Hire, and that this Rental Agreement may constitute a security agreement;
- (b) any security interest arising under this Rental Agreement attaches to the Vehicle when You obtain possession of the Vehicle and not at any other time; and
- (c) Mega Hire may perfect its security interest by lodging a financing statement on the PPSA register.

15.3 Mega Hire does not need to give You any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and that requirement cannot be excluded.

15.4 You must do anything reasonably required by Mega Hire to enable Mega Hire to register its security interest, with the priority it requires, and to maintain the registration.

16. DISPUTE RESOLUTION

16.1 Mega Hire will use its best endeavours to respond to Your complaint within 15 business days of the date of receipt of the complaint, provided Mega Hire has all necessary information and has been able to complete any investigation required.

16.2 If Mega Hire cannot respond within 15 business days, it will let You know as soon as reasonably practicable (and within 15 days of receiving Your complaint) of the revised response date.

16.3 Your complaint will be reviewed by a Mega Hire employee who:

- (a) has appropriate experience, knowledge and authority; and
- (b) is different from the person or persons whose decision is the subject of the complaint.

16.4 Mega Hire's response to the review of Your complaint will be in writing and will include:

- (a) the final decision in relation to the complaint;
- (b) the reasons for that decision; and
- (c) the right to take the dispute to external dispute conciliation.

16.5 If You do not accept the resolution of Your complaint through our internal dispute resolution process, You may refer the matter to the Australian Car Rental Conciliation Service (ACRCS) facilitated by lodging a complaint online at www.carrentalconciliationau.com or by calling toll free 1800 366 840.

16.6 Mega Hire will participate in ACRCS process in good faith, including by being represented by an employee or representative who has sufficient authority to negotiate and agree an outcome with You. Mega Hire will comply with any directions made by the ACRCS for the conduct of the conciliation. Mega Hire will seek to resolve the matter with You during the conciliation and will consider any recommended resolution.



MEGA HIRE VEHICLE hire terms and conditions

Annexure A



Transport
Roads & Maritime
Services

RMS E-toll Facility Terms and Conditions

Roads and Maritime Services (ABN 76 236 371 088) (RMS), through Mega Hire as RMS' agent, offers an E-Toll Facility to You on these RMS Terms and Conditions.

By signing the Rental Document You accept, and agree to be bound by, these RMS Terms and Conditions.

1. Your E-Toll Facility

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

(b) In order to use Your E-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 E-Toll Facility, including for any Tolls and Fees they incur.

(d) A Tag may be installed in the Vehicle as part of the E-Toll Facility. The Tag is the property of RMS. You must not use any other tag in the Vehicle or register for any other electronic or video tolling product in relation to the Vehicle. If You do use another tag or electronic or video tolling product, You will still be charged Tolls and Fees by RMS under these RMS Terms and Conditions and You may be charged other amounts by the provider of the other tag or electronic or video tolling product used.

2. Payments, fees and charges in connection with Your E-Toll Facility

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

- (i) all Tolls (it is Your responsibility to be aware of all Tolls payable in connection with the use of a toll road);
- (ii) the Service Fee for each calendar day on which the Vehicle incurs a Toll using Your E-Toll Facility;
- (iii) a Processing Fee in the circumstances described in clause 5(b);
- (iv) a Dishonour Fee in the circumstances described in clauses 3(c) and 3(f); and
- (v) any other costs reasonably incurred by RMS in enforcing its rights under these RMS Terms and Conditions, including any fees or charges imposed by a third party on RMS where You have refused or failed to pay any amount under these RMS Terms and Conditions.

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

3. Payment methods and authority

Payment by Nominated Card

(a) If You are using a Nominated Card to pay for the rental of the Vehicle or have otherwise provided a Nominated Card for the payment of Tolls and Fees, You:

- (i) promise to RMS that You are authorised to use the Nominated Card to meet Your payment obligations under these RMS Terms and Conditions; and
- (ii) authorise RMS to debit amounts from, or credit funds to, the

Nominated Card in respect of Tolls and Fees and other amounts payable to, or from, RMS under these RMS Terms and conditions.

(b) RMS will debit Tolls and Fees from the Nominated Card as soon as practicable after the relevant Tolls and Fees are incurred or, where applicable, notified to the RMS by a toll road operator.

(c) If:

- (i) there are insufficient funds available in the Nominated Card to meet Your payment obligations under these RMS Terms and Conditions; or
- (ii) a transaction on the Nominated Card is declined for any reason, save for:

(A) the negligence of, or wilful misconduct by, RMS or any of its officers, employees or agents; or

(B) an RMS systems error, You will be charged a Dishonour Fee by RMS and You (or, if relevant, the Nominated Card Holder) may be charged fees, charges and interest by Your financial institution or, if relevant, the financial institution of the Nominated Card Holder.

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

- (i) the existing Nominated Card is cancelled, suspended or is otherwise not useable; or
- (ii) the existing Nominated Card Holder cancels Your authorisation to use the existing Nominated Card.

Payment by cash

(e) If You have paid, or will pay, cash to rent the Vehicle and You have not otherwise provided a Nominated Card for the payment of Tolls and Fees:

- (i) RMS will issue You one or more invoices recording all Tolls and Fees incurred or, where applicable, notified to RMS by a toll road operator. The invoice will be posted to Your nominated postal address; and
- (ii) You must pay all Tolls and Fees in Australian currency by cheque or money order in accordance with the instructions in the relevant invoice.

(f) If You pay by cheque or money order and that cheque or money order is dishonoured by the issuer, You will be charged a Dishonour Fee by RMS and You may be charged fees, charges and interest by Your financial institution.

Payment by Your RMS Charge Account Holder

(g) If You are using a Mega Hire Australia Charge Account to pay for the rental of the Vehicle:

1300 546 122

info@megahire.com.au

www.megahire.com.au

ABN: 45 618 228 434



MEGA HIRE VEHICLE hire terms and conditions

(i) You promise to RMS that You are authorised to incur Tolls and Fees and to have those Tolls and Fees debited to the RMS Charge Account; and

(ii) RMS will issue Your RMS Charge Account Holder with a monthly invoice recording all Tolls and Fees incurred or, where applicable, notified to RMS by a toll road operator.

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

4. Errors in charging Tolls and Fees

(a) If RMS incorrectly credits You with, or pays to You, an amount in connection with Your E-Toll Facility RMS may recover that amount from You provided that RMS has given You 10 days prior written notice of its intention to do so.

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

5. E-Toll Facility Transaction Summary

If You request that we provide a Transaction Summary to You, You will be charged the applicable Processing Fee for the method of delivery elected by You (if that method is stated to be available).

6. Lost, stolen or malfunctioning Tags

(a) You must immediately inform Mega Hire if either of the following occur:

- (i) the Tag is lost or stolen or You become aware that the Tag malfunctions or is in any way defective; or
- (ii) the Vehicle is lost or stolen.

(b) If You inform Mega Hire that the Tag is malfunctioning or is in any way defective, Your E-Toll Facility will still enable You to use the E-Toll System and to pay Tolls and Fees in accordance with these RMS Terms and Conditions and You will continue to be liable for Tolls and Fees.

(c) If the Tag or the Vehicle is lost or stolen and You have immediately informed Mega Hire, You will not be liable for Tolls and Fees incurred by that Tag or Vehicle from the time that You have informed Mega Hire.

7. GST

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

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

8. General

(a) New South Wales laws govern these RMS Terms and Conditions.

(b) Unless agreed otherwise, if You, an Authorised Driver or Authorised Representative need to notify RMS of any matters or make a request in relation to Your E-Toll Facility, it must be made in writing by mail, email or facsimile. All notice details can be

received by calling 13 18 65. Notification is effective only upon RMS' receipt of written communication.

9. Definitions

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

'**Authorised Driver**' has the same meaning given to that term in Your Rental Agreement.

'**Authorised Representative**' means an individual who is 18 years or older and who is authorised by You to use and access Your E-Toll Facility.

'**Mega Hire**' means Mega Hire Holdings Pty Limited ABN 45 618 228 434.

'**Mega Hire Australia Charge Account**' means the charge account established by Your RMS Charge Account Holder with Mega Hire.

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

'**Dishonour Fee**' means:

- (a) in relation to payment by a Nominated Card, a fee of \$1.15;
- (b) in relation to payment by cheque, a fee of \$20.00; and
- (c) in relation to payment by money order, a fee of \$25.00.

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

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

'**E-Toll System**' means the entire system relating to electronic tolling operated by RMS, any operator of a toll road or any Tag Issuer or Pass Issuer.

'**Fees**' means each of the fees and costs (and any taxes applicable to them) described in clauses 2(a)(ii)-2(a)(v) inclusive of these RMS Terms and Conditions.

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

'**Nominated Card**' means a valid credit card or debit card nominated by You as the source of payment for all Tolls and Fees.

'**Nominated Card Holder**' means a person other than You who holds a Nominated Card.

'**Pass Issuer**' means a toll road operator that uses the E-Toll System and issues, or an entity that does not operate a toll road but issues, passes or other electronic or video tolling products for the purpose of the E-Toll System.

'**Processing Fee**' means in relation to a Transaction Summary delivered:

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

'**Rental Agreement**' means the agreement entered into between You and Mega Hire comprising the document titled 'Mega Hire Terms and Conditions - Vehicles' and the Rental Document.

'**Rental Document**' means the document titled 'Rental Document' which You signed in respect of the Vehicle which You have rented from Mega Hire.

'**RMS Charge Account**' means the charge account established by Your RMS Charge Account Holder with RMS.

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www.megahire.com.au

ABN: 45 618 228 434



MEGA HIRE **VEHICLE** hire terms and conditions

'RMS Terms and Conditions' means these RMS E-Toll Facility Terms and Conditions. 'Service Fee' means the fee described as such in the Rental Document.

'Tag' means the RMS device installed in the Vehicle to enable the payment of Tolls by electronic means.

'Tag Issuer' means a toll road operator who uses the E-Toll System and issues tags, or an entity that does not operate a toll road but issues tags for the purpose of the E-Toll System.

'Toll' means all toll charges or other fees and charges imposed by the operator of a toll road for, or taxes payable in respect of, each Trip taken by the Vehicle during the period in which You have hired the Vehicle.

'Tolling Lane' means a lane on a toll road at a toll collection point.

'Tolls and Fees' means all Tolls and Fees and any other payments, amounts or charges referred to in these RMS Terms and Conditions.

'Transaction Summary' means a summary of the transactions (including the Tolls and Fees incurred) on Your E-Toll Facility.

'Trip' means the driving of a Vehicle past a toll collection point.

'Vehicle' has the same meaning given to that term in Your Rental Agreement.

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

'Your RMS Charge Account Holder' means the person which has entered into an agreement with RMS for the payment of the Tolls and Fees during the rental of a Vehicle.

10. 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.



Transport
Roads & Maritime
Services

RMS Privacy consent and agreement

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

This document contains consents, warranties and indemnities from You in relation to E-Toll Information collected from You and from third parties to enable RMS and others to collect, use and disclose it for Permitted Purposes. You are not required by law to provide E-Toll Information to RMS, but if You do not, RMS will not be able to provide the E-Toll Facility to You. Your Personal Information will be held by RMS at Level 3, Octagon Building, 99 Phillip Street Parramatta or at any new or additional address or addresses disclosed in RMS' privacy policy from time to time.

RMS' privacy policy, which explains our privacy practices including how to make an application to access or correct information about You or a complaint, and our complaints handling processes, is available at:
www.rta.nsw.gov.au/aboutus/privacy/index.html or (02) 8588 4981.

Consents given by You

1. In exchange for RMS providing the E-Toll Facility, You consent to and authorise:

1.1 collection of E-Toll Information by any Authorised Information Recipient from any person (including from Mega Hire and from video and/or camera surveillance of toll roads conducted by RMS or third parties for traffic management or toll violation enforcement purposes);

1.2 use and disclosure of E-Toll Information by and to Authorised Information Recipients for the Permitted Purposes; and

1.3 disclosure of E-Toll Information in online accounts accessible to any person with access to Your Agreement Number and surname.

Promises made by You

2. You promise that:

2.1 prior to disclosing any information to RMS or Mega Hire about an Individual, You have obtained their consent to the matters in clause 1; and 2.2 all information You provide to RMS about You or any Individual is or will be accurate, complete and up-to-date, and will not be false or misleading.

Definitions

'Agreement Number' means a unique agreement number provided to You by Mega Hire or by RMS in connection with the Rental Agreement.

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

'Authorised Information Recipient' means RMS, Mega Hire, and each Authorised Driver, Authorised Representative and Intended Recipient.

'Clearing House' means any person who operates a clearing house for operators of toll roads, or Tag Issuers or Pass Issuers or any combinations of these.

'E-Toll Information' means any information relating to You or Your E-Toll Facility, Vehicle, the location of a Tag or Vehicle at any time, the direction of travel, or video and/or camera surveillance operated at toll roads. E-Toll Information may include Personal Information about:

(a) You; or

(b) any Individual, including a name, address, phone number, email address, drivers licence number, date of birth, Vehicle hire and usage information, billing or financial information, Rental Agreement, Nominated Card, Mega Hire Australia Charge Account, RMS Charge Account and other Personal Information contained in video and/or camera surveillance of toll roads for traffic management or toll violation enforcement purposes conducted by RMS or obtained by RMS from third parties.

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MEGA HIRE **VEHICLE** hire terms and conditions

'Individual' means any individual, including any Authorised Driver, Authorised Representative, Nominated Card Holder and Your RMS Charge Account Holder.

'Intended Recipients' means the following parties both within and outside NSW:

(i) Credit Reporting Agencies; (ii) Associated Contractors; (iii) Tag Issuers; (iv) Pass Issuers; (v) any bank, financial institution or Clearing House; (vi) RMS' professional advisers including legal advisers, accounting advisers and other professional advisers; (vii) driver licensing and vehicle registration agencies, law enforcement agencies, public revenue authorities, road safety authorities and solicitors in relation to motor vehicle accidents; (viii) owners and other operators of toll roads; and (ix) persons providing services to any of the entities set out in (i) to (viii).

'Permitted Purposes' means any one or more of:

(a) facilitating the use of and carrying out functions and activities relating to:

- (i) tolls and their enforcement;
 - (ii) the E-Toll System;
 - (iii) any cashback system;
 - (iv) Your E-Toll Facility and Tags;
 - (v) verification of Your Rental Document (including verifying the details of a Nominated Card Holder or Your RMS Charge Account Holder);
 - (vi) obtaining feedback about the E-Toll System and Your E-Toll Facility; and
 - (vii) analysing information relating to traffic conditions, travel times and road usage and disclosing aggregate information (including to the public);
- (b) auditing of the E-Toll System;
- (c) law enforcement;
- (d) the enforcement of a law imposing pecuniary penalty;
- (e) the protection of the public revenue;
- (f) road safety;
- (g) release of information to solicitors acting as agents for their clients in relation to motor vehicle accidents where RMS is compelled to do so by a court order;
- (h) obtaining advice and professional services on a confidential basis;
- (i) market research and statistical analysis;
- (j) other purposes related or incidental to the purposes listed above; and
- (k) such other purposes as are permitted by Privacy Laws, in each case both within and outside NSW.

'Personal Information' means information or an opinion (including information or an opinion forming part of a database and whether or not recorded in a material form) about an individual whose identity is apparent or can reasonably be ascertained or is reasonably identifiable from the information or opinion and any other information subject to the Privacy Laws.

'Privacy Laws' means the privacy laws which apply to RMS from time to time, including the Privacy and Personal Information Protection Act 1998 (NSW) for so long as it applies to RMS and any other current or future legislation, mandatory codes and

policies relating to the handling of Personal Information which apply to RMS.

'RMS' means Roads and Maritime Services (ABN 76 236 371 088). Other capitalised terms in this document have the meaning given in the RMS E-Toll Facility Terms and Conditions.

Clause 10 of the RMS E-Toll Facility Terms and Conditions applies to the interpretation of this document.

Annexure B

Pricing Schedule

Fee	Rate	Clause
Late Return Charge	\$50 per day, in addition to the applicable daily rental rate for each day or part thereof that the return is delayed.	6.3
One Way Fee	A predetermined fee that appears on Your rental document or \$2.28 per kilometre.	6.2
Card Surcharge	1.5% Visa, MasterCard, American Express	12.1(d)
Collection Costs	\$100 plus 20% per annum interest on outstanding rental charges.	12.8(d)
Recovery Costs	Determined by type of recovery.	10.2
Roadside Callout Fee	Determined by type of callout. Minimum \$198 per callout.	5.4
Extraordinary Cleaning Charge	\$28.50 administrative fee plus the cost of professional cleaning arranged by Mega Hire.	5.7

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