

1 Introduction

1.1 Flexigo Contract

Your contract for the use of a Flexigo Vehicle (**Flexigo Contract**), either as a Subscriber or as a Renter, comprises:

- (a) the agreement (**Rental/Subscription Agreement**) You have signed to hire, or subscribe to, a Vehicle from Us;
 - (b) the Handover Inspection Report; and
 - (c) these rental/subscription Terms and Conditions (**Terms and Conditions**);
- and together they create binding and enforceable legal obligations.

1.2 Relevant law

The Flexigo Contract is governed by the laws of the Commonwealth of Australia and the state of Queensland and You agree that courts in that state have non-exclusive jurisdiction to determine any dispute that arises between You and Us.

1.3 The 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:

- (a) Part 2-3 of The Australian Consumer Law relating to unfair contract terms; or
- (b) any implied terms, guarantees or rights You may have under The Australian Consumer Law or any other Federal,

1.4 Electronic signatures

We may use electronic signatures as a means of entry into the Flexigo 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 Flexigo Contract.

1.5 Amending these Terms and Conditions

We may amend 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.

1.6 Time is of the essence

Time is of the essence in respect of all of Your obligations under the Flexigo Contract.

2 Who may drive the Vehicle?



IMPORTANT NOTICE

A breach of any part of this clause 2 is a Major Breach of the Flexigo Contract that excludes Your entitlement to Damage Cover and may result in the Vehicle being repossessed. See clause 12 for further details

2.1 Authorised Drivers

- (a) Only You or an Authorised Driver, who each meet all of the requirements of this clause 2, can drive the Vehicle.
- (b) Allowing anyone who is not an Authorised Driver to drive constitutes a Major Breach of the Flexigo Contract that excludes You and any Authorised Driver from all entitlement to Damage Cover indemnity under clause 7 of these Terms and Conditions.

2.2 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/Subscription and it is shown in the Rental/Subscription Agreement.

2.3 Licence requirements

- (a) You and any Authorised Driver **must** also have a current valid licence to drive the Vehicle:
 - (i) issued in an Australian state or territory or an international licence written in English, or if not in English is accompanied by either:
 - (A) a valid International Driving Permit; or
 - (B) an accurate translation of Your licence into English, issued by the National Accreditation Authority for Translators and Interpreters (NAATI) that includes a full explanation written in English of any condition to which Your licence is subject and the category of vehicle for which Your licence was issued;
 - (ii) valid for the state or territory in which the Vehicle is driven if the licence was issued in a different state or territory or an overseas country;
 - (iii) appropriate for the class of the Vehicle; and
 - (iv) 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.

2.4 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 Rental/Subscription Agreement.

2.5 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 Flexigo Contract.

3 Prohibited use



IMPORTANT NOTICE

A breach of any part of this clause 3 is a Major Breach of the Flexigo Contract that excludes Your entitlement to Damage Cover and may result in the Vehicle being repossessed. See clause 12 for further details.

3.1 Prohibited driving

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 that makes it unroadworthy or unsafe.

3.2 Prohibited conduct

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 any water skis, surfboards, bicycles, or canoes either inside or on the roof of the Vehicle;
 - (v) to carry or transport illegal drugs or substances;
 - (vi) in connection with the motor trade for experiments, tests, trials or demonstration purposes;
 - (vii) in racing, rallies, reliability trials, speed or hill climbing tests, or for testing in preparation thereof; or
 - (viii) in an unsafe or unroadworthy condition; or
- (c) use a mobile phone in a moving or stationary Vehicle that is not parked:
 - (i) to make or receive a phone call;
 - (ii) to send a text message, video message, or email;
 - (iii) to perform any audio function; or
 - (iv) as a navigational device,

unless the body of the phone is securely mounted in the Vehicle and its operation does not involve:

 - (A) entering information, text, numbers or symbols, except if that operation can be performed using voice controls only; or
 - (B) scrolling on the device.

3.3 Prohibited actions

- (a) You and any Authorised Driver **must not**:
 - (i) damage the Vehicle deliberately, intentionally, maliciously or recklessly or allow anyone else to do so;
 - (ii) 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;
 - (iii) sell, rent, sub-rent, lease or dispose of the Vehicle; or
 - (iv) register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009.
- (b) You and any Authorised Driver **must not** use the Vehicle to carry:
 - (i) passengers for hire, fare or reward except:
 - (A) under a private pooling arrangement; or
 - (B) where the Vehicle has been booked via a ride sharing platform or food delivery service;
 - (ii) more than the number of passengers for which the Vehicle is licenced; or
 - (iii) 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 Flexigo Contract that excludes Your entitlement to Damage Cover and may result in the Vehicle being repossessed. See clause 12 for further details.

4.1 Prohibited roads

The Vehicle **must never** be driven:

- (a) on an Unsealed Road;
- (b) Off Road; or
- (c) above the Snow Line or on any road where snow has fallen or is likely to fall.

4.2 Prohibited areas

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.

4.3 Prohibited areas without prior approval

The Vehicle **must never** be driven, used or taken:

- (a) to:
 - (i) Kangaroo Island;
 - (ii) Fraser Island (K'gari);
 - (iii) Stradbroke Island; or
 - (iv) Moreton Island; or
- (b) outside a radius of 150 kilometres from the central business district of any capital city **unless**:
 - (i) it is on a continuous paid rideshare or Uber® trip with a passenger from the city location; and
 - (ii) upon delivering the passenger You immediately return to a point within the permitted radius without any substantial deviation,

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

5 Your obligations



IMPORTANT NOTICE

A breach of any of clauses 5.1, 5.4, 5.9, 5.10, 5.11, 5.12, 5.13, or 5.17 is a Major Breach of the Flexigo Contract that excludes Your entitlement to Damage Cover and may result in the Vehicle being repossessed. See clause 12 for further details.

5.1 No false and misleading information

- (a) You and any Authorised Driver **must** take all reasonable steps to ensure that the information supplied to Us at the Start of the Rental/Subscription is accurate, complete and up-to-date and is not false or misleading.
- (b) In entering into the Flexigo Contract with You We have relied upon the information You and any Authorised Driver have provided to Us and:
 - (i) the wilful supply of false or misleading information, including false name, age, address, occupation or driver's licence details; or
 - (ii) acting in collusion with any other person to supply such false or misleading information,is a Major Breach of the Flexigo Contract.

5.2 Start of the Rental/Subscription

- (a) At the Start of the Rental/Subscription and before collecting the Vehicle You **must**:
 - (i) 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;
 - (ii) present Your passport if You are not an Australian citizen;
 - (iii) fully inspect the Vehicle to ensure that the condition of the Vehicle and any pre-existing damage is accurately noted and shown in the Handover Inspection Report and if there is any discrepancy You **must** notify Us within one (1) hour of leaving the Flexigo Depot; and
 - (iv) pay the anticipated Rental/Subscription Charges and the Security Deposit if you are a Renter and the first week's Rental/Subscription Charges if you are a Subscriber.
- (b) To avoid any disputes regarding pre-existing Damage We recommend that at pick-up You photograph (at a minimum) the front, rear, sides and interior of the Vehicle and if taken, those photos **must**:
 - (i) be made available to Us if there is a dispute about pre-existing Damage; and
 - (ii) retained by You for a reasonable period after the End of the Rental/Subscription.

5.3 Security Deposit

- (a) The Security Deposit will be retained by Us as a security for the performance of any of Your obligations and liabilities under the Flexigo Contract and is fully refundable to You ten (10) Business Days after the End of the Rental/Subscription provided that:
- (i) all amounts due to Us under the Flexigo Contract have been paid, including toll road charges and refuelling costs;
 - (ii) the Vehicle has been returned to the Flexigo Depot at the date and time set in the Rental/Subscription Agreement;
 - (iii) there is no Damage (except for Fair Wear and Tear) or Third Party Loss or if there is Damage or Third Party Loss, the Damage Excess has been paid;
 - (iv) the exterior and interior of the Vehicle are clean;
 - (v) the Vehicle has a full tank of fuel or, if it is an electric vehicle, a charge level of no less than 80 percent; and
 - (vi) there has not been a Major Breach of the Flexigo Contract.
- (b) If at the End of the Rental/Subscription You fail to pay any of the amounts in clause 5.3(a) for which You are liable, We will apply the Security Deposit against those outstanding amounts.

5.4 Payment of the Rental/Subscription Charges by Subscribers

- (a) Subscribers **must** pay the Rental/Subscription Charges on a weekly basis until the End of the Rental/Subscription and no less than seven (7) days in advance by such means as We shall agree with You, being:
- (i) by direct credit to Our account;
 - (ii) by credit or debit card; or
 - (iii) pursuant to a direct debit authority.
- (b) Thereafter the Rental/Subscription Charges continue on a weekly basis until the Rental/Subscription Contract is terminated pursuant to clause 5.5(a) and the Vehicle is returned to Us.

5.5 Termination of a subscription Contract

- (c) After the expiration of the three (3) week minimum Rental/Subscription Period, either You or We may terminate the subscription Contract by giving **not less** than seven (7) days' prior written notice to the other party. If You give that notice to Us or We give that notice to You, the Vehicle **must** be returned to Us within the seven (7) day notice period and if You fail to do so:
- (i) a late fee of \$30 will be charged;
 - (ii) a new subscription week will automatically commence and You **must** continue to pay the ongoing Rental/Subscription Charges on a weekly basis until the Vehicle is returned to Us; and
 - (i) We may notify the police and recover the Vehicle (see clause 11.8 for further details).
- (d) There is no refund if the Vehicle is returned before the expiration of the seven (7) day notice period.

5.6 Prompt payment of the Rental/Subscription Charges

During the Rental/Subscription Period You **must** promptly pay the Rental/Subscription Charges on or before the date they are due and any payment not made within 14 days of it becoming due is a Major Breach of the Flexigo Contract allowing Us to terminate the Flexigo Contract and repossess the Vehicle **unless** within that period You have sought relief and We have agreed with You on a payment plan to rectify the default within a reasonable period.

5.7 During Your rental

During the Rental/Subscription Period:

- (a) You **must**:
- (i) inspect the Vehicle regularly, and no less than weekly, for oil, water and fuel leaks and Damage and also check the tyre pressures; and
 - (ii) adhere to any mileage instructions displayed in the Vehicle or set by the Flexigo Depot.
- (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.
- Additional cleaning, disinfection and deodorising charges of \$150 will apply.

5.8 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 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.

5.9 Vehicle to be locked and keys kept in Your possession

- (a) You and any Authorised Driver **must** make sure that the Vehicle is locked when not in use or unattended and the keys, keyless start or remote door 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.
- (b) In the event of a theft of the Vehicle, You **must** be able to produce the keys, keyless start or remote door control device to Us **unless** You can provide a reasonable explanation for being unable to do so.

5.10 Reasonable care

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

- (a) preventing it from being damaged or stolen;
- (b) making sure it is protected from inclement weather or floods;
- (c) using any security device fitted to, or supplied with, the Vehicle;
- (d) properly securing any goods, property or equipment carried in the Vehicle;
- (e) maintaining the engine and brake oils and coolant level and tyre pressures;
- (f) using the correct fuel type; and
- (g) making sure it is not overloaded by the number of persons or by the weight of goods carried.

5.11 Maintenance and inspection for longer term rentals

- (a) If the Rental/Subscription Period is longer than 30 days or as directed by Us to an authorised centre You must return the Vehicle to the Flexigo Depot 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 as per the manufacturer service interval or as directed by Our personnel,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.
- (d) We also reserve the right to request that the Vehicle be returned to the Flexigo Depot monthly for its condition to be inspected or alternatively, to require You to supply the Vehicle's current odometer reading and provide details of the Vehicle's condition, including the provision of photos of the Vehicle's condition and of any Damage.
- (e) No replacement vehicle is offered for scheduled services when due or if You are in an 'at fault' Accident where Your Vehicle is being repaired.
- (f) It is a Major Breach of the Contract if:
 - (i) You fail to have the Vehicle serviced as directed by Us;
 - (ii) the Vehicle has travelled more than 2,500 kilometres in excess of the scheduled service kilometre limit; or
 - (iii) 14 days have elapsed beyond the due service date,and You will be liable for any Damage caused to the Vehicle.

5.12 Notification of Vehicle fault

- (a) You **must** inform Us immediately if:
 - (i) the Vehicle breaks down;
 - (ii) any warning lights or messages becoming illuminated or displayed in the Vehicle;
 - (iii) You see or become aware of low engine or brake oils, or engine coolant levels; or
 - (iv) the Vehicle develops any fault during the Rental/Subscription 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.

5.13 Repair without authority prohibited

You **must not**:

- (a) make any repairs to the Vehicle;
 - (b) let anyone else repair or work on the Vehicle; or
 - (c) tow or salvage the Vehicle,
- without Our prior written authority.

5.14 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 Flexigo Contract.

5.15 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 or emergency services.

5.16 Charging levels for an electric Vehicles

- (a) Electric Vehicles are supplied with a minimum 80% charge level and when returning an electric Vehicle You **must** ensure that the Vehicle battery charge level is no less than 80%.
- (b) If You return the Vehicle with a battery charge level of less than 80% You **must** pay the charging cost to bring it to that level, plus a service fee.
- (c) The performance of the battery depends on the conditions under which it is operated, including the use of in-car features such as air conditioning. You **must** continually monitor the available range of an electric Vehicle and We are not liable or responsible for any shortfall of the battery capacity or range.
- (d) You **must** ensure there is sufficient charge level to complete Your journey because there is no cover for the recovery of an electric Vehicle with a flat battery and You are liable for all towing and recovery fees which will be charged to Your credit card.

5.17 Charging an electric Vehicle

- (a) An electric Vehicle **must** only be charged using the cables We supply and in strict compliance with the Vehicle manufacturer's instructions. If You use any other cable, You will be responsible for any Damage that may arise.
- (b) You **must never** attempt to jump start an electric Vehicle with a flat battery and You **must never** use an electric Vehicle to jump start another vehicle.

5.18 Electric Vehicle fees

Daily rental rates do not include the cost of electricity required to charge an electric Vehicle and You acknowledge that You are responsible for payment of all charging costs which will be debited to Your credit card.

6 Rental/Subscription Period, costs and charges

6.1 Your Rental/Subscription

- (a) Your rental or subscription of the Vehicle from Us is for the Rental/Subscription Period and at the rate shown in the Rental/Subscription Agreement.
- (b) If You are a Subscriber:
 - (i) the minimum Rental/Subscription Period is three (3) weeks; and
 - (ii) after the minimum Rental/Subscription Period has passed Your subscription continues until it is terminated by a seven (7) day notice (see clause 5.5(a)).

6.2 Extending the Rental/Subscription Period by Renters

- (a) We understand that circumstances change and that if you are a Renter You may require the Vehicle for longer than the Rental/Subscription Period. If so, You **must** notify Us **no less** than 24 hours prior to the expiration of the Rental/Subscription Period.
- (b) If You request an extension, the Rental/Subscription Charges for the extended Rental/Subscription Period **must** be paid on that day. By requesting the extension, You agree these Terms and Conditions continue to apply to the extended Rental/Subscription Period.
- (c) If You fail to notify Us at least 24 hours before the expiration of the Rental/Subscription Period that You require an extension, and fail to return the Vehicle on the scheduled date and at the time shown in the Rental/Subscription Agreement, We may:
 - (i) terminate the Flexigo Contract; and
 - (ii) recover the Vehicle (see clause 11.8).

6.3 Cancellation and 'No Show'

- (a) You will be charged the Rental/Subscription Charges for the Rental/Subscription Period as booked if:
 - (i) Your booking is cancelled within 24 hours prior to the Start of the Rental/Subscription; or
 - (ii) You fail to notify Us of Your intended cancellation prior to the Start of the Rental/Subscription 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.
- (c) If We cancel Your reservation, You will be fully reimbursed any sums You have paid to Us for the booking.

6.4 Amending the Rental/Subscription Charges

We reserve the right to adjust the Rental/Subscription Charges payable at each 30-day renewal, or extension of a Rental/Subscription Period that is longer than 30 days, to take into account the standard rates payable in the next 30-day Rental/Subscription Period.

6.5 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 of \$85 applies if We are required to nominate You as the responsible driver if any fine or infringement is unpaid.
- (c) If We have paid any amount for which You are liable under this clause 6.5, You will be charged that amount plus the \$85 administrative fee.

6.6 Tolls

- (a) You and any Authorised Driver **must** pay all tolls.
- (b) You **must** add the Vehicle to Your toll account with Linkt® for use of the Vehicle on toll roads and If You fail to do so and We are required to nominate You as the responsible party We will charge You an administrative fee of \$85 for each nomination.
- (c) If We have paid any amount for which You are liable under this clause 6.6, You will be charged that amount plus the \$85 administrative fee.

6.7 Daily 215 kilometre limit

- (a) A daily limit of 215 kilometres applies unless You have Our prior written approval to have this limit waived and it is noted on the Rental/Subscription Agreement.
- (b) For each day You exceed that limit (calculated over the Rental/Subscription Period) You will incur an additional fee of twenty-five cents (25c) per excess kilometre.

6.8 GST

- (a) Unless otherwise indicated, all fees and charges are inclusive of GST.
- (b) If GST is stated as not inclusive, You are liable for any GST payable.

7 Damage Cover

7.1 Damage Excess

- (a) Standard Damage Cover is included in the Rental/Subscription 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 Excess shown on the Rental/Subscription Agreement for each Accident or theft claim.
- (c) Subject to the Damage Cover exclusions in clause 8, Your Damage Excess liability is reduced if You purchase Damage Excess reduction at extra cost.

7.2 When is the Damage Excess payable?

- (a) Unless You have expressly authorised a charge to Your credit card at an earlier time an amount up to, but not exceeding, the Damage Excess will be charged to Your credit card as follows:
 - (i) for single vehicle Accidents:
 - (A) if the Vehicle has substantial Damage and We reasonably believe the cost of repairs or replacement cost will exceed the Damage Excess amount, the full Damage Excess; or
 - (B) if the Damage is not substantial, the amount We have reasonably estimated to be the cost of repair, but not more than, the Damage Excess;
 - (ii) if the Vehicle has been stolen, after We have made reasonable enquiries and in Our opinion it is unlikely the Vehicle will be recovered, the full Damage Excess; and
 - (iii) for Accidents in which there is also Third Party Loss, after We have made an estimate of Your total liability but not more than the full Damage Excess.
- (b) Supporting documents and particulars of a claim for Damage and Third Party Loss will be forwarded to You as soon as practicable.

7.3 Younger age additional Damage Excess

If You or any Authorised Driver is aged 21 to 24 years, an additional Damage Excess as shown on the Rental/Subscription Agreement applies to Your rental.

7.4 Exemption from paying the Damage Excess

You will not have to pay the Damage Excess shown in the Rental/Subscription Agreement for a claim for Damage or Third Party Loss if all of the following apply:

- (a) You have fully completed an Incident Report Form with:
 - (i) the name, residential address, contact phone, email address and licence number of any person involved **(Third Party)**;
 - (ii) the registration number of all vehicles involved;
 - (iii) an accurate written and diagrammatic description of the Accident and location; and
 - (iv) the names and addresses of all attending police officers and the stations at which they are based;
- (b) You have taken all necessary steps to assist Us in Our investigation of the Accident or theft claim;
- (c) We believe You were not at fault for an Accident involving a Third Party;
- (d) You have supplied or We have established the name of the insurer of any Third Party You believe was at fault and the insurer will agree to pay Us for the Damage; and
- (e) You are an Australian citizen and You hold an Australian driver's licence.

7.5 Refund of Damage Excess paid

- (a) We will refund any amount You have paid for the Damage Excess as soon as practicable:
 - (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;
 - (ii) in part, if the repair cost to the Vehicle is less than the amount You have paid;
 - (iii) in part, if a claim for Third Party Loss is rejected or defended for an amount less than the Damage Excess; or
 - (iv) on a pro rata basis if We recover only a proportion of any amount We have claimed against a Third Party for Damage.
- (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.

7.6 Claims Administration fee

All Accident, attempted theft and theft claims will incur a claims administration fee of \$275 in addition to the Damage Excess liability. This fee is to compensate Us for the labour and associated costs with processing Your claim.

8 Damage Cover Exclusions

8.1 General exclusions

Even if You have paid the Damage Excess, there is no Damage Cover, and You and any Authorised Driver are liable for:

- (a) Damage, including Loss of Use, and Third Party Loss arising from:
 - (i) a Major Breach of the Flexigo 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) Underbody Damage;
- (c) Damage caused by:
 - (i) immersion of the Vehicle in water, including salt water; or
 - (ii) use of the incorrect fuel type or incorrect charging cables;
- (d) damage to the tyres or rims of the Vehicle, other than by normal wear;
- (e) 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 door control devices tool kits, spare tyres and first aid kits;
- (f) Damage caused by use of the incorrect fuel type;
- (g) Damage or Third Party Loss caused or contributed to by You where You leave the scene of the Accident prior to the attendance of the police or reporting the Accident to the police;
- (h) any loss, damage or deterioration of any goods or property carried in a Commercial Vehicle and You agree to fully indemnify Us for any loss, damage or deterioration of those goods or property unless it arises as a result of Our negligence; and
- (i) Damage caused by jump starting or attempting to jump start an electric Vehicle.

8.2 Lack of co-operation exclusion

Your entitlement to Damage Cover will be reduced to the extent We are prejudiced as a result of any delay or failure by You or any Authorised Driver to comply with Your obligations under clause 10 of these Terms and Conditions.

8.3 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/Subscription Period or left in the Vehicle after the Vehicle is returned to the Flexigo Depot.

9 Breakdowns

9.1 Roadside assistance

- (a) 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.
- (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/Subscription 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.

9.2 Assistance not covered

- (a) We are not responsible for:
 - (i) a flat battery, including in an electric Vehicle;
 - (ii) wheel changing for a flat tyre;
 - (iii) lost keys, keyless start or remote door control device; or
 - (iv) keys, keyless start or remote door 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.

9.3 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.

10 Accident and theft reporting



IMPORTANT NOTICE

A breach of any part of this clause 10 is a Major Breach of the Flexigo Contract that excludes Your entitlement to Damage Cover and may result in the Vehicle being repossessed. See clause 12 for further details.

10.1 Reporting an Accident or theft to Us

- (a) If You or an Authorised Driver has an Accident or if the Vehicle is stolen You **must**:
 - (i) contact Us to report the Accident or theft as soon as practicable, but in no case more than 24 hours of it occurring; and
 - (ii) subsequently fully complete an Incident Report Form.
- (b) The Incident Report Form should include as much information as is reasonably practical, including:
 - (i) the information listed in clause 10.3 regarding the contact details for the other driver and witnesses and an accurate written and diagrammatic description of the Accident and its location; and
 - (ii) the circumstances under which the Accident or theft occurred.
- (c) The Incident Report Form **must** be submitted to Us:
 - (i) within seven (7) days of the Accident or theft, or upon the return of the Vehicle if it is returned to Us within that seven (7) day period; or
 - (ii) if the Vehicle is stolen, immediately the theft of the Vehicle is reported to the police.

10.2 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:
- (i) the theft is discovered; or
 - (ii) it is practical to do so after an Accident.

10.3 Steps You must take following an Accident

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

- (a) make the Vehicle secure;
- (b) exchange names and addresses, phone numbers and email addresses with the other driver;
- (c) obtain the name of the other driver's insurance company;
- (d) take a photo of the other driver's licence;
- (e) take the registration numbers of all vehicles involved;
- (f) 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; and
- (g) obtain the names, addresses, phone numbers and email addresses of all witnesses.

10.4 Subsequent assistance

Subsequent to the Accident or theft You and any Authorised Driver **must**:

- (a) forward all third party correspondence or court documents to Us within seven (7) days of receipt;
- (b) co-operate with Us in the investigation of any Accident or theft claim and supply such further information as We or Our investigator may reasonably request within seven (7) days of receipt of such a request; and
- (c) co-operate with Us in the prosecution of any legal proceedings that We may institute or the 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; and
 - (ii) any Court hearing.

10.5 What You must not do

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

- (a) make any admission of fault;
- (b) make any offer or promise to pay or settle any claim for Third Party Loss; or
- (c) agree to indemnify, waive, or release any other party from liability to pay for Damage as a result of an Accident, theft of attempted theft.

10.6 Consequences of lack of co-operation

Your entitlement to Damage Cover will be reduced, including to nil, according to the extent We are prejudiced as a direct result of any delay in complying with:

- (a) the reporting obligations in clauses 10.1 and 10.2; and
- (b) the obligations in clause 10.4 to forward third party correspondence and court documents to Us within seven (7) days and to co-operate with Us in the investigation of any Accident or theft claim and the prosecution or defence of any legal proceedings.

11 End of the Rental/Subscription

11.1 Return of the Vehicle

- (a) You **must** return the Vehicle:
 - (i) to the Flexigo Depot;
 - (ii) on the date and by the time shown in the Rental/Subscription Agreement if You are a Renter and by the last day of the notice period in clause 5.5(a) if You are a Subscriber;
 - (iii) in a reasonable state of cleanliness;
 - (iv) in the same mechanical condition, it was in at the Start of the Rental/Subscription, Fair Wear and Tear excepted; and
 - (v) with a full tank of fuel or with a battery charge level of no less than 80% if the Vehicle is an electric vehicle.
- (b) If You return the Vehicle:
 - (i) with less than a full tank of fuel or with an electric vehicle battery charge level of less than 80%, a refuelling/recharging fee of \$55 (including GST) plus the cost of the fuel or electricity will apply; a refuelling charge of \$55 (including GST) plus the cost of the fuel, will apply;
 - (ii) earlier than the date shown in the Rental/Subscription Agreement there is no entitlement to a refund;
 - (iii) more than one hour after the date and time set for its return in the Rental/Subscription 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
 - (iv) at any time outside Our normal business hours, You **must** pay for the daily Rental/Subscription Charges and all Damage until the Flexigo Depot next opens for business **unless** We have agreed to an after business hours drop off and it is shown on the Rental/Subscription Agreement.
- (c) You must return the charging cables and any key card used to operate an electric Vehicle at the End of Rental and if they are not returned or are damaged You will be charged the replacement costs.

11.2 End of the Rental/Subscription payments

At the End of the Rental/Subscription, You **must** pay:

- (a) the balance of the Rental/Subscription Charges, including any charges for excess kilometres (if any);
- (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 or recharging costs; and
 - (ii) extra cleaning costs;
- (d) for all Damage and Third Party Loss arising from a Major Breach of the Flexigo Contract; and
- (e) for all Damage and Third Party Loss for which Damage Cover is excluded pursuant to clause 8.1 or reduced pursuant to clause 8.2.

11.3 Credit card authority

By signing the Rental/Subscription Agreement You authorise Us to debit Your credit card within a reasonable time after the End of the Rental/Subscription for any amount that is due to Us or remains unpaid, including:

- (a) the Rental/Subscription Charges;
- (b) tolls;
- (c) speeding and traffic fines and infringements;
- (d) fines or charges imposed for parking;
- (e) administrative charges for unpaid tolls, fines or infringements;
- (f) extra cleaning costs;
- (g) refuelling or recharging costs;
- (h) the Damage Excess; or
- (i) any amount due to Us as a result of a Major Breach.

11.4 Default in payment

- (a) By entering into the Flexigo Contract You have agreed to pay all of the amounts owed to Us under the Flexigo Contract.
- (b) Acting reasonably, We may decline all future hires if there is any default in payment of amounts due under the Flexigo Contract that exceeds a period of 14 days.
- (c) If You default in the payment of any moneys owed to Us under the Flexigo Contract:
 - (i) 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;
 - (ii) 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
 - (iii) You authorise Us to provide information of that default to a credit reporting body and to obtain an up-to-date consumer credit report on You. Personal information may be used and disclosed by the credit reporting body in accordance with the Privacy Act to create or maintain a credit information file containing information about You, including defaults in excess of 60 days and the debt owed to Us.

11.5 Deleting Personal Information and data

- (a) Before returning the Vehicle, it is Your responsibility to delete any Personal Information or data, such as mobile phone numbers, stored addresses, or navigation history, that may have been used during the Rental/Subscription Period.
- (b) If You have added the Vehicle to the Vehicle manufacturer's app on Your mobile phone or other device so that You can remotely lock and unlock the Vehicle, check its location and access other functions, at the end of the Rental/Subscription Period You **must** remove or delete the Vehicle from that app.
- (c) Where You have failed to sign out of an application or remove or delete any Personal Information, data or mobile phone numbers from the Vehicle, We are not responsible for:
 - (i) removing that Personal Information, data or those mobile phone numbers;
 - (ii) any future use of Your account by third parties subsequently renting the Vehicle; or
 - (iii) access by a third party to, or disclosure of, any Personal Information collected by the Vehicle.

11.6 Personal items left in the Vehicle

If personal items are left in the Vehicle at the End of the Rental/Subscription they will be kept safely for a period of 14 days during which time they may be reclaimed, but if not reclaimed they will be dealt with according to state or territory legislation or donated to a suitable charity.

11.7 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 one (1) Business Day and if Damage is detected, We will notify You as soon as it is reasonably practical to do so.

11.8 Failure to return the Vehicle on time or to the Flexigo Depot

- (a) If You fail to return the Vehicle on the scheduled date and at the time shown in the Rental/Subscription Agreement:
 - (i) We may terminate the Flexigo Contract;
 - (ii) if the location of the Vehicle is known, We may recover it by lawful means or if it is unknown, after making reasonable attempts to contact You, We will report the Vehicle to the police as having being stolen; and
 - (iii) You **must** pay any towing or recovery fees incurred in the Vehicle's recovery.
- (b) If the Vehicle is left at any other place than the Flexigo Depot from which it was hired:
 - (i) the termination of the Flexigo Contract will take effect only after the Vehicle has been collected by Us and an inspection for Damage has occurred; and
 - (ii) You are responsible for Damage to the Vehicle up until this time of the collection and inspection.

12 Major Breach

12.1 What is a Major Breach?

You and any Authorised Driver commit a Major Breach of the Flexigo Contract if:

- (a) there is a breach of any of the following:
 - (i) clause 2 (who may drive the Vehicle);
 - (ii) clause 3 (prohibited use);
 - (iii) clause 4 (prohibited areas of use);
 - (iv) clause 5.1 (false and misleading information);
 - (v) clause 5.9 (Vehicle to be locked and keys kept in Your possession);
 - (vi) clause 5.10 (reasonable care);
 - (vii) clause 5.11 (maintenance for long term rentals);
 - (viii) clause 5.12 (notification of Vehicle fault);
 - (ix) clause 5.13 (repair without authority); or
 - (x) clause 5.17 (charging an electric Vehicle),that causes Damage, theft of the Vehicle or Third Party Loss;
- (b) there is a breach of:
 - (i) clause 5.4 (prompt payment of the Rental/Subscription Charges);
 - (ii) clause 10 (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
 - (iii) clause 15.2(c) (tampering with, or removal of, the Tracking Device); or
- (c) the Vehicle is stolen by You or an Authorised Driver or by any person acting for You, at Your direction or on Your behalf.

12.2 No Damage Cover

If You or any Authorised Driver:

- (a) commit a Major Breach of the Flexigo 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 have no Damage Cover and are liable for:
 - (i) Damage, theft of the Vehicle and Loss of Use;
 - (ii) Third Party Loss; and
 - (iii) all additional costs or expenses We incur in recovering the Vehicle.

13 Termination of the Flexigo Contract

13.1 Termination and repossession

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

- (a) there has been a Major Breach;
- (b) there has been a breach of clause 12.2(b);
- (c) the Vehicle has been illegally parked for longer than 24 hours; or
- (d) the Vehicle is apparently abandoned.

13.2 Our rights on termination

If the Flexigo Contract is terminated:

- (a) it will not affect Our right to receive any money We are owed under the Flexigo Contract;
- (b) You give Us permission to access and enter Your premises to repossess the Vehicle without using unreasonable force or causing damage; and
- (c) You must pay any towing or recovery fees incurred in the Vehicle's repossession.

13.3 Termination of the Flexigo Contract through bankruptcy or insolvency

We may terminate the Flexigo Contract if:

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

13.4 Immobilisation of the Vehicle

Acting reasonably, 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, We may remotely immobilise the Vehicle.

14 Personal Property Securities Act 2009 (Cth)(PPSA)

14.1 Interest is as bailee only

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.

14.2 Security Interest

You acknowledge that:

- (a) the Flexigo Contract may create a security interest (**Security Interest**) (as that term is defined in the PPSA) in the Vehicle;
- (b) We have a Security Interest in the Vehicle and the Vehicle will at all times remain subject to that Security Interest; and
- (c) We may register the Security Interest on the Personal Property Securities Register.

15 Privacy



IMPORTANT NOTICE

A breach of any part of this clause 15.2(c) is a Major Breach of the Flexigo Contract that excludes Your entitlement to Damage Cover and may result in the Vehicle being repossessed. See clause 12 for further details.

15.1 Personal Information

- (a) We are committed to respecting Your privacy and will not collect, use or disclose Your Personal Information where doing so would be contrary to law.
- (b) 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.
- (c) 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.

15.2 Tracking Device

- (a) To maintain and protect the Vehicle We may fit a Tracking Device to the Vehicle to enable Us to monitor the condition, performance and operation of the Vehicle and to track the Vehicle's movements.
- (b) Information from the Tracking Device may be used during and after the Rental/Subscription Period. When You sign the Rental/Subscription Agreement, You expressly consent to Us:
 - (i) using the Tracking Device on the Vehicle during the Rental/Subscription Period; and
 - (ii) collecting, using and retaining information from the Tracking Device for the purposes referred to in clause 15.2(a) and in accordance with Our Privacy Policy.
- (c) You **must not** tamper with the Tracking Device or remove it from the Vehicle.

15.3 Electric and plug in hybrid vehicles

- (a) The technology associated with electric and plug-in hybrid vehicles means that data is generated and used in ways that are different to vehicles that are not equipped with this technology. Electric and plug-in hybrid vehicles may collect data regarding usage of the Vehicle, including charging information, location data, diagnostic data, app data (if applicable), autopilot data (if applicable) and other general analytic data.
- (b) You should read the privacy policy of the manufacturers of the specific electric or plug-in hybrid Vehicle that You hire from Us in order to understand how data generated by Your use of the Vehicle may be collected and used by the Vehicle manufacturer.
- (c) By using an electric or plug-in hybrid Vehicle provided by Us, You consent to the collection of Vehicle data as set out above. You may refuse to consent to this data collection and sharing at any time, but this may prevent Us from providing You with an electric or plug-in hybrid Vehicle.

16 Definitions and interpretation

16.1 Definitions

In these Terms and Conditions:

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.

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

Business Day means a day which is not a Saturday, Sunday, public holiday or bank holiday in Brisbane, Queensland.

Damage means:

- (a) any loss or damage to the Vehicle including its engine, parts, components and accessories, including the GPS unit, however caused that is not Fair Wear and Tear;
- (b) towing, recovery and salvage costs;

- (c) assessing fees;
- (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 7, subject to the Damage Cover Exclusions in clause 8.

Damage Excess 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 7.3.

End of the Rental/Subscription means:

- (a) if You are a Renter, the date and time shown in the Rental/Subscription Agreement when the rental ends and by which date and time the Vehicle must be returned to Us; or
- (b) if You are a Subscriber, the last day of the notice period in clause 5.5(a) by which date the Vehicle must be returned to Us.

Fair Wear and Tear has the meaning in the Annexure to these Terms and Conditions.

Flexigo Depot means the location from which the Vehicle is rented, as shown on the Rental/Subscription Agreement.

GST means the goods and services tax imposed by *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Handover Inspection Report means the document that shows the condition of the Vehicle and lists any Damage at the time of the inspection.

Incident Report Form means the document You **must** complete and submit to Us if there is Damage to the Vehicle or it has been stolen.

Loss of Use means Our loss calculated on a daily basis at the daily rate shown in the Rental/Subscription 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 and not recovered.

Major Breach means a breach of any of the clauses listed in clause 12.1.

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.

Personal Information has the same meaning as in the *Privacy Act 1988* (Cth).

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

Rental/Subscription 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/Subscription Agreement. These include:

- (a) the rental fees for use of the Vehicle during the Rental Period;
- (b) any extra kilometre charges; administration fees;
- (c) young driver surcharge;
- (d) additional Authorised Driver charges;
- (e) refuelling charges;
- (f) tolls, fines and infringements;
- (g) credit and debit card surcharges; and
- (h) fees and charges as set out in Our fees and charges schedule.

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

Renter means a person who has entered into the Contract as a renter for use of the Vehicle on a shorter-term basis and on the conditions set out in the Rental/Subscription Agreement.

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

Start of the Rental/Subscription means the date and time that the rental or subscription commences as shown in the Rental/Subscription Agreement.

Subscriber means a person who has entered into the Contract as a subscriber for use of the Vehicle on a longer-term basis and on the additional conditions set out in the Rental/Subscription Agreement.

The Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

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

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, braking and fuel levels.

Snow Line means:

- (a) the alpine regions and snowfields in Victoria (commencing at Bright) and New South Wales (commencing at Jindabyne) between 1 June and 31 October;
- (b) any area in Tasmania that receives snow; or
- (c) any area where it is indicated or required that snow chains are to be fitted to the Vehicle.

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/Subscription Agreement and includes its parts, tools, components, electric vehicle batteries, accessories, keys, keyless start or remote door control device, audio equipment, GPS Tracking Device, child restraints, spare tyre and first aid kit (if fitted) and includes any replacement Vehicle.

We, Us, Our, means the company as shown on the Rental Agreement, being:

- (a) Onyxx Investments Pty Ltd trading as Flexigo ABN 68 118 198 511;
- (b) Rideshare Solutions Pty Ltd ABN 94 624 040 366; or
- (c) Rideshare Solutions Pty Ltd trading as Affordable Car Rentals Bowen ABN 94 624 040 366

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/Subscription Agreement.

16.2 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.

Annexure: Fair Wear and Tear

Fair Wear and Tear means the expected level of deterioration based upon normal use of the Vehicle during the Rental/Subscription Period. The following are **not** fair wear and tear:

- (a) **Dents:**
 - (i) dents of any diameter on bonnets, roofs, wheel arches, style lines, door sills or door edges;
 - (ii) multiple dents within a specific local area regardless of size; or
 - (iii) any damage affecting or penetrating the paintwork.
- (b) **Scratches:**

any scratch where the metal, plastic or undercoat is exposed.
- (c) **Bumpers:**
 - (i) any broken paint;
 - (ii) multiple scratches of any size;
 - (iii) dents of 20 mm in length or more in diameter;
 - (iv) any damage to a textured bumper; and
 - (v) multiple stone chips of more than 5 to an isolated area.
- (d) **Wheels, wheel trims and tyres**
 - (i) wheel trims or hubcaps that are cracked, broken, missing, mismatched or not the original wheel trim or hubcap;
 - (ii) alloy rims for standard vehicles that are cracked, buckled, gouged or mismatched or not the original rim;
 - (iii) alloy rims for prestige and collection vehicles if:
 - (A) a scuff mark is more than 20 mm in length;
 - (B) the alloy rim is cracked, buckled or gouged; or
 - (C) the alloy rim is mismatched or not the rim as originally supplied;
 - (iv) tyre tread and sidewall damage so that the tyre is unroadworthy e.g. cuts, bulges, gouges and abrasions, tyre misuse e.g. flat spots and burnouts;
 - (v) replacement tyres that differ from those originally supplied.
- (e) **Windscreen, windows, lamps and external mirrors**

Scratches, chipping, cracks, holes or damage to:

 - (i) the windscreen;
 - (ii) windows;
 - (iii) lamps; and
 - (iv) 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.
- (f) **Upholstery, floors, carpets, dashboard, fascia, trim interior and vehicle cleanliness**
 - (i) any permanent damage caused by harsh or corrosive materials;
 - (ii) tears, cuts, scratches, holes or burns;
 - (iii) any damage to the structure, shape or positioning of a seat;
 - (iv) hair from pets;
 - (v) excessive soil, mud or sand (other than from regular day to day use);
 - (vi) evidence of smoking in the vehicle;
 - (vii) odours or foreign matter;
 - (viii) stains or marks that cannot be removed by general cleaning or require steam cleaning
- (g) **Keys, accessories and equipment**
 - (i) loss or damage to keys or remotes;
 - (ii) damage caused by incorrect fitting of accessories (snow chains, roof racks);
 - (iii) damage to aerials;
 - (iv) removal or damage to any item supplied with the vehicle (parcel shelf, tools, spare tyres, wheel trims, hazard triangles, first aid kits, GPS unit).

FLEXIGO / RIDESHARE SOLUTIONS HIRE RENTAL FEES & CHARGES SCHEDULE

Flexigo / Rideshare Solutions one-off subscription fee

A one-off subscription fee of \$250 is payable at the time of approval and the commencement of the rental. No further fee is charged on renewal or for subsequent rehires by current or former renewing customers.

Flexigo / Rideshare Solutions right to charge Your Payment Method or bank account

Flexigo / Rideshare Solutions 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 Flexigo / Rideshare Solutions vehicle as outlined in the Vehicle Agreement.

Amendments to your banking details of payment method

Where you make any amendments to any banking details, Payment Method details, residential address or contact numbers (including mobile phone) – please advise Flexigo / Rideshare Solutions in writing at:

rentals@ridesharesolutions.com.au

Fines and Infringements - \$85 administration processing fee per infringement notice

If you receive a fine or infringement for speeding, parking illegally, littering or otherwise incur any other type of traffic related fine or infringement whilst using an Flexigo / Rideshare Solutions vehicle, you will be responsible for paying this fine in addition to the administration processing fee listed.

Cancellation Fee - \$85

If You:

- (a) cancel your existing rental booking less than 48 hours prior to the pick-up time for collection specified in the Flexigo / Rideshare Solutions Rental Agreement; or
- (b) otherwise fail to collect the Vehicle from the pick-up location by the time for collection of the Vehicle specified in the Flexigo / Rideshare Rental Agreement, We can charge You a cancellation fee of \$85.

Fuel Charge - \$55.00 plus the cost of the fuel to fill tank

This may include a service component. The minimum fuel charge is \$55.

Accident-Related Charges - \$275 Administration Fee

- (c) \$275 (in addition to any applicable damage liability cost).
- (d) You will also be liable for the Damage liability costs outlined in the Flexigo / Rideshare Solutions Rental Agreement. If You do not purchase a Damage Cover fee reduction, and You have an Accident in the Vehicle, you may be charged up to the full Damage Fee of \$3,500 for Rideshare Solutions passenger vehicles, \$1,500 for Flexigo passenger vehicles or \$6,600 for commercial vehicles.

Cleaning and Deodorising Fee - \$275.00

- (a) You must return the vehicle in a suitable state of cleanliness. Additional fees may apply if standard cleaning practices do not rectify the issue.
- (b) Removal of illicit drugs, odour, smell, stains and syringes will incur fees relating to additional costs incurred to fully rectify the issue.

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.

Roadside Assistance Fee - \$180 per instance

In addition to other associated charges, where You are at Fault and roadside assistance is required. Refer to clause 9.

Broken or Tampered Odometer Fee

- (a) 32.5 cents per kilometre at 500kms per day.
- (a) Plus, any cost of repairing or replacing the odometer.

Kilometre Allowance \$0.25 cents per klm in excess of allowed 215 klms per day.

The Kilometre Allowance per day and Charge per Excess Kilometre Fee are \$0.20 cents per kilometre over that allowed, indicated in the Flexigo / Rideshare Solutions Rental Agreement under 'Charges'. We will charge you the applicable Excess Kilometre Fee weekly or when you return the Vehicle.

Toll Facility Terms and Conditions - \$85.00 administrative fee per toll

1 Your Toll Facility

- (a) You and any Authorised Driver **must** pay all tolls and You **must** add the Vehicle to Your Toll account with Linkt for use of the Vehicle on toll roads.
- (b) In order to use Your Toll facility, You or Your Authorised Driver must travel in an Electronic Tolling Lane.
- (c) You always remain responsible 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) If You fail to add the Vehicle to Your Toll account and We are required to nominate You as the responsible party when the Vehicle has been used on a toll road, we will charge You an administrative fee of \$85.00 for each nomination.
- (b) You are always liable for and must pay:
 - (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 toll road); and
 - (ii) the Service Fee for each Toll charge.
- (c) You acknowledge that if You fail to pay any Tolls or Fees as required by these Terms and Conditions, and we have paid these on your behalf, we may refer that failure to a Credit Reporting Agency.

3 Errors in charging Tolls and Fees

- (a) If We 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.

Breach of Contract

A breach of any part of the rental agreement clauses is a Major Breach of the Rental Agreement that excludes Your entitlement to Damage Cover. See clause 12 for further details.

GPS Tracker Tampering, Removal or Loss - \$285.00 Fee

You must not tamper with the tracking device or remove it from the vehicle. Refer to clause 15.2 as it is a Major Breach and you will incur the \$285 replacement fee.