



## TERMS AND CONDITIONS OF YOUR RIDE RENTAL AGREEMENT

Effective 1 January 2021

### ABOUT YOUR RIDE

Your Ride is a Melbourne based car rental business servicing the rental needs of its customers.

We are committed to provide a quality service, well maintained, clean vehicles that are serviced in accordance with the manufacturer's instructions.

We seek to conduct our business fairly, honestly and openly. We also seek to conduct ourselves competently and in compliance with the relevant laws and codes that may apply.

### YOUR RIGHTS

Your rights as set out in this Rental Agreement apply in conjunction with your consumer protection rights under Australian Consumer Law ("ACL").

Under ACL, your rights cannot be contracted out, extinguished or limited by this Rental Agreement.

### COMMENTS FEEDBACK AND REVIEWS

Your Ride welcomes your comments, feedback and reviews, which can be made directly to us or via Facebook and Google.

Your Ride welcomes any constructive criticism so that we may use it to improve our systems, procedures and processes.

Any complaints will be dealt with promptly by Your Ride and you may make such a complaint by contacting us directly.

Insurance and damage issues will be dealt with as expeditiously as possible however as external parties such as insurers and claims agents are involved, the

time frame for dealing with these matters may be beyond Your Ride's control.

### THE YOUR RIDE RENTAL AGREEMENT AND YOU

The Rental Agreement between you and Your Ride is made on the date which the rental Agreement is dated and signed by you. The Rental Agreement is made up of the Rental Agreement that you signed, any **written** representations made by any Your Ride employees and these Terms and Conditions.

By entering into the Rental Agreement, you also agree to be bound by the terms and conditions in **any policy of insurance affecting the rental vehicle which you have rented or any replacement thereof.**

You authorise Your Ride to charge certain fees and charges without further consent **from** you, other than you signing the Rental Agreement are set out in the pricing schedule in Annexure B.

### MEANINGS AND GLOSSARY

**Authorised Driver** means you and any other person added to the Rental Agreement and agreed to by Your Ride.

**Australian Consumer Law** means Competition and Consumer Act 2010.

**Emergency Call Out Fee** means a charge as described in the pricing schedule.

**Loss Damage Waiver Amount** means the sum of \$5500.00.

**Loss Damage Waiver Reduction Fee** means the sum of up to \$25.00 per day which is added to the daily rental amount if you pay it.

**Extraordinary Damage** means damage to the underbody of the vehicle or damage to the roof of the vehicle, including the rear window,

**Reasonable Wear and Tear** means damage that is normal, natural, expected and inevitable from driving the rental vehicle in safe and reasonable manner.

**Manufacturer's Specifications** means specifications required and set out by the manufacturer of the vehicle as described in the vehicle's manual.

**Rental Agreement** is the agreement or contract between you and us for us to rent you the rental vehicle.

**Rental Charges** means the costs, fees and charges described in the Rental Agreement and this document, payable in consideration.

**Rental Period** means the period from when you first rent the vehicle being the date shown on the Rental Agreement to the earlier of date we demand the return of the vehicle or the date you return the vehicle to us.

**Rental Vehicle or Vehicle** means the vehicle described in the Rental Agreement (or any replacement or substitute vehicle) and includes any keys, parts, devices, components, electronic tolling tags and any other items that are fitted to the vehicle by us or the manufacturer.

**Your Ride and Us** means the Your Ride Car Hire Discretionary Trust ABN 81 476 368 786, trading as "Your Ride".

**You** means the renter with whom the Rental Agreement is made.

#### **DRIVER**

You agree and warrant that you and any Authorised Driver hold a current drivers' licence (not a learners or provisional licence).

You are responsible for the acts and omissions of every Authorised Driver or any other person you or an Authorised Driver allows to drive the vehicle. If you or an Authorised Driver allows a non-authorized driver to drive the vehicle, you and they will be responsible for all and any damage caused to the vehicle whilst the non-authorized driver has control of the vehicle regardless of the cause of the damage.

You must inform us of the full names, addresses and contact details of all Authorised Drivers in writing, including email.

#### **WHERE YOU CANNOT DRIVE THE VEHICLE**

You must not drive the vehicle outside a 200 kilometre radius from the place where you rented the vehicle.

You must not drive the vehicle:-

- Off road, including on the beach, across streams and rivers, fire trails, gravel roads, dirt tracks or unsealed roads.
- On race tracks or proving grounds.
- In the snow or to the ski fields.

#### **LIMITATIONS TO USE OF THE VEHICLE**

You and any Authorised Driver must not:

Use the vehicle for any illegal purpose including racing, contests or performance driving;

Push or tow anything;

Carry no more than the number of passengers each vehicle may carry as determined by the number of available seat belts;

Drive the vehicle whilst affected by drugs or alcohol to any degree;

Use the vehicle when it is unsafe to do so;

Drive the vehicle after an accident;

Smoke in the vehicle or allow others to do so;

Carry any flammable or dangerous substances or goods in the vehicle;

Use the vehicle in contravention of any law;

Refuse or neglect to return or make the vehicle available immediately for collection at the end of the rental period or at the request of Us.

#### **LOOKING AFTER THE VEHICLE**

You must:-

Maintain the vehicle's engine oil and coolant levels to the manufacturer's specifications.

Keep the vehicle locked after you have alighted from the vehicle.

Contact us immediately if the vehicle has been damaged or requires any maintenance whatsoever.

NOTE: If you require Roadside Assist for lost key(s), running out of fuel, flattening the battery due to leaving electrical items such as lights and music

systems on you will be charged an Emergency Road Side Callout Fee.

Not have repairs to the vehicle carried out without our express consent in writing. We will not reimburse you for any unauthorised repairs.

Not smoke in the vehicle nor allow any other person to smoke in the vehicle during the rental period. If smoking does occur in the vehicle you will be required to pay the cost of professional cleaning and odour extraction reasonable incurred by us.

### **RETURNING THE VEHICLE**

You must return the vehicle to us on the date and by the time as arranged with us at the time of rental.

If you have organised for us to collect the vehicle from you, you must advise us at least 24 hours beforehand of any such arrangements.

If you return the vehicle at a later time or date than agreed to between you and us, you will be charged a further rate that is reasonable in the circumstances.

If you return the vehicle early, the rates that were originally agreed to between you and us will still apply.

We may request the immediate return of the vehicle or we may recover the vehicle without any notice to you.

If you do not return the vehicle or organise for the vehicle to be collected (if we have agreed to this) by the date and time agreed to when you rented the vehicle, we may, having given consideration to all of the facts and circumstances in the particular matter determine the vehicle to be stolen.

If you have breached the Rental Agreement and such a breach causes any downtime in ability to further rent the vehicle you may be liable for the daily rate for the relevant vehicle and any reasonable costs thereof.

### **FUEL**

You must fill the vehicle only with the fuel type specified by the manufacturer.

You must pay particular attention if you rent a diesel fuelled vehicle not to fill same with petroleum (petrol) fuel.

### **DAMAGE AND LOSS – NO LIABILITY**

We are not liable for any loss and damage to the vehicle under any circumstances, save for the loss damage waiver agreement contained, hitherto in these Terms and Conditions.

You must contact us immediately if any vehicle requires maintenance or is unroadworthy or unsafe to drive.

### **DAMAGE AND LOSS – YOUR LIABILITY**

You must compensate us for any loss or damage that is your fault or is attributable to your use of the vehicle. This includes:-

Damage or loss caused by you or an Authorised driver;

Damage to the overhead or underneath of the vehicle;

Damage to the vehicle in breach of the Rental Agreement and these Terms and Conditions;

If the vehicle is stolen and you, forthwith, report the theft to us and the Police, you **will** not be liable for the loss.

### **DAMAGE OR LOSS – THIRD PARTY**

If the vehicle is damaged solely by the negligence of a Third Party and you forthwith inform us of the incident and obtain and provide to us details of the Third Party, including name, address, telephone number, employer (if any) insurer, complete a claim form (which will be provided to you by us), registration details of the vehicles involved and policy and/or claim number you will not be liable for the relevant damage.

### **PAYMENT OF LOSS DAMAGE WAIVER**

If you are responsible for the damage to the vehicle, solely or in part, we will waive your liability if you make a claim by completing a claim form to our reasonable satisfaction and you pay the Loss Damage Waiver Amount within 7 days of the collision.

### **DAMAGE TO THIRD PARTY PROPERTY CAUSED BY YOUR NEGLIGENCE**

If you negligently cause damage to the property of a Third Party and you make a claim with Us and pay the Loss Damage Waiver Amount to Us within 7 days we will pay the Third Party damage caused by you or an Authorised Driver up to the sum of \$50,000.00.

### **LIMITATION OF ANY THIRD PARTY LOSS OR DAMAGE**

Our maximum liability for any loss or event resulting from any collision, accident, damage and/or act of negligence by you or an Authorised Driver is \$50,000.00.

### **NO GENERAL INSURANCE COVERAGE**

Vehicles rented by Your Ride are not covered by a policy of general insurance. Your Ride may, at its sole discretion, purchase group cover or a corporate policy of insurance to cover damage caused by the negligence of its renters or their Authorised Drivers to Third Party property.

### **PAYMENT OF LOSS OR DAMAGE**

If you are required to pay a Loss Damage Waiver Amount, you authorise us to debit any card or account we have on file for you. If we do not have any payment instructions, you must pay the required excess forthwith upon our request.

If we deny, or in any way do not accept the claim, you remain liable for the damage to the vehicle.

Such damage includes but is not limited to:-

Smash repairs.

Pre-accident value of the vehicle if the vehicle is determined to be a write off.

Assessors' fees.

Towing fees.

Demurrage / loss of use

Reasonable administrative and legal fees.

Any other reasonable fees incurred which relate to the damage.

### **EXCLUSIONS**

We are not liable for any claims relating to you and any other party :-

For hire cars, loss of use and demurrage, assessor's fees, administration fees, storage fees or legal fees incurred or payable by you or any other party, including Third Parties.

Claims and/or losses related to acts of God, weather events, natural disasters or acts, terrorism, civil disturbance, biosecurity, or losses occurred during a pandemic.

Losses where we have not been notified of the loss, a claim form has not fully been completed and submitted to us and the Loss Damage Waiver has not been paid.

Were you or another party provides misinformation.

Losses related to criminal acts, or where you or another party are under the influence of alcohol, prescription and/or illicit drugs.

### **CLAIMS AND PROCEEDINGS**

If the vehicle is damaged or the property of a Third Party is damaged by the vehicle you must not, without our written consent:

Make any offer, promise of payment, settlement offer, waiver, offer of indemnity or admission of liability in relation to any damage except as required by law.

Do any acts or things that prevent or hinder us from bringing an action, filing a defence, enforcing or settling any claim, action, law suit or counterclaim brought against you or any other party.

Refuse to allow, permit or authorise us to claim in your or any other parties name as far as is permissible under law against any insurance policy or third party.

Refuse to assist us with any claim or action including completing a claim form, providing a statement and helping us in any way as far as is reasonable.

## PAYMENT

At the end of the rental period you permit us to debit any card we have on file or obtain payment in other way as agreed to between you and us. The minimum charge is for one day's rental and we will notify you of all charges.

We may agree, at our sole discretion, to defer payment and allow you to claim payment from any tortfeasor and/or their subrogated insurer.

## TERMINATION

Either party may terminate the Rental Agreement at any time. Upon termination of the Rental Agreement the vehicle must be returned at the terminating party's expense, forthwith.

You may terminate the Rental Agreement at any time by returning the vehicle to us.

## PROPERTY LEFT IN VEHICLE

Notwithstanding us utilising our best endeavours to locate the owner of any property left in the vehicle, we are not liable for same. Any property left in a vehicle will be deemed to be lost.

## DISPUTE RESOLUTION

Your Ride will use its best endeavours to respond to any complaint within 10 business days of receipt of same as long as all the necessary information is received

## ANNEXURE B

### PRICING SCHEDULE

| <u>Fee</u>                | <u>Rate</u>   |
|---------------------------|---|
| Late return charge        | \$25.00 per day, in addition to the daily rental rate |
| Loss Damage Waiver Amount | \$5500.00   |
| Collection fee            | \$100.00 plus GST                                     |
| Recovery costs            | Determined by the nature of the                       |

recovery  
required

Roadside call out fee

\$250.00 plus GST  
plus any  
disbursements

Extraordinary cleaning fee

\$200.00 plus GST  
in addition to any  
professional  
cleaning  
arranged by us