

Best Buy

Car Rentals Pty Ltd

ABN 85 605 750 990

Rental Terms and Conditions

1 Introduction and defined terms

- 1.1 Welcome to Best Buy Car Rentals.
- 1.2 When You hire of a Vehicle from Us the contract (**Best Buy Vehicle Hire Contract**) consists of two separate documents. They are:
- (a) the Best Buy Car Rental Agreement (**Car Rental Agreement**) You have signed to rent the Vehicle from Us; and
 - (b) these rental terms and conditions (**Terms and Conditions**).
- 1.3 The date of the Best Buy Vehicle Hire Contract is the date that is shown in the Car Rental Agreement.

2. Who may drive the Vehicle?

- 2.1 Only You or an Authorised Driver can drive Our Vehicle. If You let anyone who is unauthorised drive the Vehicle it is a Major Breach of the Best Buy Vehicle Hire Contract. If there is a Major Breach of the Best Buy Vehicle Hire Contract neither You nor the unauthorised driver has cover for any Damage, theft of the Vehicle or for any Third Party Loss and both You and the unauthorised driver are liable to pay for that Damage, theft and for any Third Party Loss.
- 2.2 We set a minimum age limit for those hiring and driving Our Vehicle, so that You and any Authorised Driver **must** be at least 21 and have no less than 12 months driving experience with a valid licence, unless We have agreed to a variation of that restriction before the Start of the Rental and it is shown in the Car Rental Agreement.
- 2.3 You and any Authorised Driver **must** also have a valid licence that is appropriate for the class of Vehicle that is not subject to any restriction or condition and learner drivers are not acceptable and **must** not drive the Vehicle.
- 2.4 The Vehicle **must** not be driven if Your licence or the licence of any Authorised Driver has been cancelled within 2 years before the date of the Car Rental Agreement.

3. Prohibited Use

- 3.1 The Vehicle **must** not be driven by You or any Authorised Driver:
- (a) if You or any Authorised Driver is intoxicated or under the influence of drugs or alcohol or has a blood alcohol content or any urine or oral fluid sample that exceeds the limit set by law and You and any Authorised Driver **must** not fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;
 - (b) recklessly or dangerously; or
 - (c) whilst the Vehicle is damaged or unsafe.
- 3.2 You and any Authorised Driver **must** not use the Vehicle:
- (a) for any form of contest or reliability trial or for driving instruction or for any motor sport or time trial or while being tested in preparation for any motor sport;
 - (b) for any illegal purpose;
 - (c) to move dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
 - (d) in connection with the motor trade for experiments, tests, trials or demonstration purposes; or
 - (e) in an unsafe or un-roadworthy condition;
- 3.3 You and any Authorised Driver **must** not:
- (a) damage the Vehicle deliberately or recklessly or allow anyone else to do so;
 - (b) modify the Vehicle in any way;
 - (c) sell, rent, lease or dispose of the Vehicle; or
 - (d) register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009;
- 3.4 You and any Authorised Driver **must** also not use the Vehicle:
- (a) to tow another vehicle or trailer;

- (b) to transport any animals except assistance animals;
 - (c) to carry passengers for hire, fare or reward; or
 - (d) to carry a number of passengers more than that for which the Vehicle was constructed.
- 3.5 You and any Authorised Driver **must** not smoke in the Vehicle and You **must** prevent any passenger from doing so.

4. Where the Vehicle can and cannot be used.

- 4.1 The Vehicle **must** be driven on a Sealed Road at all times (unless roadworks are being conducted by a statutory road authority);
- 4.2 The Vehicle **must** not be used in any area that is prohibited by Us. Prohibited areas include:
- (a) roads that are prone to flooding or are flooded;
 - (b) beaches, streams, rivers, creeks, dams and floodwaters;
 - (c) any road where the police or an authority has issued a warning;
 - (d) any road that is closed;
 - (e) any road where it would be unsafe to drive the Vehicle;
 - (f) any area where snow has fallen or is likely to fall; and
 - (g) any area that is off-road.
- 4.3 The Vehicle **must not** be driven or used out of the state of New South Wales unless We have given You prior permission to do so and it is noted on the Car Rental Agreement.

5. Your obligations

- 5.1 At the Start of the Rental and before collecting the Vehicle:
- (a) We will pre-authorize Your credit card for the Bond; and
 - (b) You **must** pay Us the anticipated Rental Charges.
- 5.2 The Bond is fully refundable to You provided that at the End of the Rental Period:
- (a) all amounts due to Us under the Best Buy Vehicle Hire Contract have been paid;
 - (b) the Vehicle have been returned to the Rental Location at the date and time set in the Car Rental Agreement;
 - (c) if the distance travelled by the Vehicle during the Rental Period does not exceed the kilometre limit specified in the Car Rental Agreement;
 - (d) there is no Damage or Third Party Loss;
 - (e) the interior and exterior of the Vehicle are clean;
 - (f) the Vehicle has a full tank of fuel; and
 - (g) there has not been a Major Breach of the Best Buy Vehicle Hire Contract,
- and We reserve the right to retain all or part of a bond if there is a breach of any of these conditions.
- 5.3 At the End of the Rental You **must**:
- (a) pay Us the balance of the Rental Charges including any adjustments, including but not limited to:
 - (i) extra kilometres; and
 - (ii) overtime charges pursuant to clauses 8.5 and 8.5;
 - (b) pay the LDF if there is Damage or Third Party Loss;
 - (c) return the Vehicle with a full tank of fuel;
 - (d) pay for cleaning costs We incur in reinstating the Vehicle to the same condition it was in at the Start of the Rental, fair wear and tear excepted;
 - (e) pay for all Overhead Damage;
 - (f) pay for all Underbody Damage; and
 - (g) pay for any Damage caused by the immersion of the Vehicle in Water.
- 5.4 If during the Rental Period We become aware that there has been Damage or Third Party Loss, or if the Vehicle is reported stolen, We may immediately pre-authorise Your credit card for payment of the LDF;
- 5.5 You and any Authorised Driver **must** pay all tolls, speeding and traffic fines and infringements as well as any fines or charges imposed for parking or towing the Vehicle or release of the Vehicle if they have been seized by a regulatory authority.
- 5.6 If You make a Damage Cover claim or We process or pay for any fines or infringements incurred by You during the Rental Period We will charge You an administrative fee of \$30 for all such processing as well as charging You for the claim, fine or infringement.
- 5.7 You and any Authorised Driver **must** lock the Vehicle when it is not in use or unattended and You and any Authorised Driver **must** keep the keys in Your possession at all times;

- 5.8 You and any Authorised Driver **must** take reasonable care of the Vehicle by:
- (a) preventing it from being damaged;
 - (b) making sure that it is protected from the weather;
 - (c) maintaining the engine and brake oils and coolant level and tyre pressures;
 - (d) using the correct fuel type; and
 - (e) making sure that it is not overloaded.

5.9 If during the Rental Period:

- (a) the Vehicle develops a fault;
- (b) a warning light or electronic warning system message appears;
- (c) there are low coolant, brake or engine oil levels; or
- (d) low tyre pressure,

You **must** inform Us immediately and not drive the Vehicle unless We have authorised You to do so and You **must** not let anyone else repair or work on the Vehicle without Our prior written authority to do so.

6. Our obligations

- 6.1 We will provide You with Vehicle that are mechanically sound and in good working order taking into account the age of the Vehicle.
- 6.2 If the Vehicle breaks down because of a mechanical defect We will provide all practical assistance, including the provision of a replacement Vehicle if one is available.
- 6.3 We are not responsible for any consequential loss You may suffer if the Vehicle breaks down.

7. Damage Cover

- 7.1 If You or any Authorised Driver has an Accident and there is Damage or Third Party Loss or if the Vehicle is stolen You **must** pay to Us the LDF unless the other party and the other party's insurance company accept liability and We agree that You were not at fault.
- 7.2 If You or an Authorised Driver are less than 25 years of age, the LDF payable is \$500 more than the standard LDF.
- 7.3 There is no Damage Cover for any driver who is less than 21 years of age and allowing anyone who is less than 21 to drive the Vehicle is a Major Breach.
- 7.4 Unless We agree otherwise, the LDF is payable at the End of the Rental for each Accident or theft.
- 7.5 There is no Damage Cover for:
- (a) Overhead Damage;
 - (b) Underbody Damage;
 - (c) Damage caused by immersion of the Vehicle in water; or
 - (d) if there is a Major Breach of the Best Buy Vehicle Hire Contract,
- and You and any Authorised Driver are each liable for all Damage and all Third Party Loss arising therefrom.
- 7.6 There is no Damage Cover for personal items that are left in or stolen from the Vehicle.

8. Rental Period, costs & charges

- 8.1 The Car Rental Agreement shows:
- (a) the Rental Period for which You have hired the Vehicle; and
 - (b) the Rental Charges.
- 8.2 At the Start of the Rental You **must** inspect the Vehicle to make sure that any pre-existing damage is noted and shown in the Car Rental Agreement.
- 8.3 At the End of the Rental You **must** return the Vehicle on the date and by the time shown in the Car Rental Agreement.
- 8.4 If You require the Vehicle for longer than the Rental Period, You must notify Us at least 24 hours prior to the expiration of the Rental Period. If You fail to do so, We may terminate the Best Buy Vehicle Hire Contract and recover the Vehicle by lawful means.
- 8.5 If You return the Vehicle more than one hour after the time set for its return in the Car Rental Agreement We will charge You \$35 per hour up to one full day's rental and a further full day's rental for each 24 hour period thereafter until the Vehicle is returned to Us.
- 8.6 If You return the Vehicle at any time other than during Our normal business hours You will be responsible for the daily Rental Charges and all Damage until the Rental Location next opens for business.
- 8.7 At the End of the Rental You **must** pay for all amounts owing pursuant to clause 5.3.

- 8.8 All moneys payable under the Best Buy Vehicle Hire Contract are payable to Us in full at the End of the Rental and any moneys owed to Us thereafter accrue interest at the rate of 10% per annum commencing 14 days after the End of the Rental.

9. Accidents or breakdowns

- 9.1 If the Vehicle break down because of a mechanical defect You **must** contact Us on the phone number shown in the Car Rental Agreement and provided that there has not been a Major Breach of the Best Buy Vehicle Hire Contract We will provide all practical assistance, including the provision of a replacement vehicle where one is available.
- 9.2 We are not responsible for:
- (a) use of the incorrect fuel type;
 - (b) tyre changing;
 - (c) lost keys;
 - (d) keys locked in the Vehicle; or
 - (e) a flat battery in the Vehicle,
- and extra charges will apply if any of these services are provided at Your request.
- 9.3 If You or an Authorised Driver has an Accident or if the Vehicle is stolen You **must** report the Accident or theft to Us within 24 hours of it occurring and fully complete an Accident/Theft report form.
- 9.4 If the Vehicle is stolen or if You or an Authorised Driver 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.
- 9.5 If You or an Authorised Driver have an Accident You and the Authorised Driver **must**:
- (a) exchange names and addresses with the other driver;
 - (b) obtain the names and addresses of all witnesses;
 - (c) not make any admission of fault or promised to pay the other party's claim or release the other party from any liability;
 - (d) forward all third party correspondence or court documents to Us within 7 days of receipt; and
 - (e) co-operate with Us in the prosecution of any legal proceedings that We may institute or defence of any legal proceedings which may be instituted against You or Us as a result of an Accident, including attending Our lawyer's office or any Court hearing.

10. Major Breach of the Best Buy Vehicle Hire Contract

- 10.1 If You or any Authorised Driver:
- (a) commit a Major Breach the Best Buy Vehicle Hire Contract in a way that causes Damage or Third Party Loss; or
 - (b) drive the Vehicle in a reckless manner so that a substantial breach of road safety legislation or the Crimes Act 1990 (NSW), or equivalent legislation in other states, has occurred:
- You and any Authorised Driver:
- (i) have no Damage Cover; and
 - (ii) are liable for all Damage and Third Party Loss.
- 10.2 We may terminate the Best Buy Vehicle Hire Contract and take immediate possession of the Vehicle if a Major Breach of the Best Buy Vehicle Hire Contract has occurred.

11. Other general provisions

- 11.1 The Best Buy Vehicle Hire Contract is governed by the laws of the State of New South Wales and You agree that courts in that state have non-exclusive jurisdiction to determine any dispute that arises between You and Us.
- 11.2 The Australian Consumer Law provides You with rights that are not affected by the Best Buy Vehicle Hire Contract and any provision in this contract is subject to the implied terms and conditions of that and any corresponding Federal or State legislation.
- 11.3 Your privacy is important to Us and We take all reasonable steps to ensure that Your personal information is securely held and protected from misuse of unauthorised access.
- 11.4 We welcome every opportunity to resolve any concerns You may have with Our service. In the first instance contact Us to discuss Your concern. If You are not satisfied with the response received and Your concern is still not resolved to Your satisfaction please write to:

Internal Dispute Resolutions Officer
 Best Buy Car Rentals Pty Ltd
 PO Box 3005
 Lansdale NSW 2166

Your concern will be investigated by an officer with full authority to deal with the complaint and We will inform You of the outcome within fifteen working days of receiving Your letter.

12. Definitions

12.1 All contracts have some legal terms and We ask that You take Your time to read these Terms and Conditions before commencing Your hire as We want You to fully understand Your rights and obligations.

12.2 When You read these Terms and Conditions You will see that there are a number of terms that occur regularly throughout this document. These words or phrases have a specific meaning each time they appear.

Accident means an unintended and unforeseen collision between the Vehicle and any other object, including another vehicle that result in Damage or Third Party Loss.

Authorised Driver means any driver approved by Us in writing on the Car Rental Agreement prior to the Start of the Rental.

Bond means the amount We collect from You at the Start of the Rental as security for the Rental Charges and other fees and charges incurred during Your rental.

Damage means any damage to the Vehicle including its parts, components and accessories, towing and assessing fees and Loss of Use.

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

Best Buy Car Rentals means Best Buy Car Rentals Pty Ltd ABN 85 605 750 990.

Loss of Use means Our loss calculated on a daily basis at the daily rate shown in the Car Rental Agreement because the Vehicle is being repaired or replaced if it is written off as a result of an Accident or it has been stolen.

Loss and Damage Fee (LDF) means the amount including GST You **must** pay Us in the event of an Accident that causes Damage or Third Party Loss or there has been a theft of the Vehicle.

Major Breach means a breach of any of clauses 2.1, 2.2, 2.3, 2.4, 3.1, 3.2, 3.3, 4.2, 4.3, 5.7, 5.8, 5.9(a), 5.9(b), 5.9(c), or 7.3 that causes Damage, theft of the Vehicle or Third Party Loss.

Overhead Damage means any damage to the Vehicle caused by an impact to the Vehicle that is level with or above the top of the windscreen of the Vehicle.

Rental Charges means the charges payable for renting the Vehicle from Us together with GST and any other taxes or levies which are all fully set out in the Car Rental Agreement.

Rental Location means 296 Hume Highway, Cabramatta, NSW 2166.

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

Sealed Road means a road sealed with a hard material such as tar, bitumen or concrete.

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

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

Underbody Damage means any damage to the Vehicle caused by an impact to the underside of the Vehicle by an impact with the road or any obstruction that does not arise as result of an impact with another vehicle.

Vehicle means the vehicle described in the Car Rental Agreement and includes its parts, components and accessories.

We, Us, Our, means Best Buy Car Rentals Pty Ltd ABN 85 605 750 990.

You, Your means the person, whether it is an individual, a firm or company that rents the Vehicle from Us.

I have read and agree to these Terms and Conditions.

Signed:

X

Renter:

Date: