

TERMS AND CONDITIONS OF STANDARD RENTAL AGREEMENT Effective 1 June 2013

Our Commitment to You

Bunbury Bus Hire is a locally owned and operated bus hire company, servicing both the leisure and business traveller. We are committed to providing quality service and value for money. In particular:

- we provide a range of 12 & 22 seat hire vehicles; and
- our vehicles are serviced and maintained in accordance with manufacturers' recommendations.

We welcome Your feedback. Please tell us where we are going wrong by contacting us through our office by phone or mail. (We would also like to hear about what we are doing right).

Consumer Rights Statement

All Your rights set out in this Rental Agreement are in addition to Your rights as a consumer ('Your Consumer Rights') under applicable consumer protection legislation, including the Australian Consumer Law. Your Consumer Rights are not excluded, restricted or modified by this Rental Agreement. You can find out more about Your Consumer Rights from consumer organisations and bodies such as the Australian Competition and Consumer Commission and State/Territory fair trading authorities.

INTERPRETING YOUR RENTAL AGREEMENT

1 The Rental Agreement ('Rental Agreement') between Bunbury Bus Hire and You is made on the date shown on the Rental Document You have signed in respect of the Vehicle ('Rental Document'), and is made up of that Rental Document and these Terms and Conditions.

In these Terms and Conditions.

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

'Collection Costs' means Bunbury Bus Hire's reasonable costs of collecting unpaid Rental Charges from You (including Bunbury Bus Hire's legal costs) and Bunbury Bus Hire's administration fee of \$75 and its debt collection agent's fee equal to 10% of the unpaid Rental Charges;

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

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

'Overhead Damage' means damage to the Vehicle or property of any third party caused by the Vehicle coming into contact with anything above the top of the door seal and the top of the front and back windscreens;

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

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

'Underbody Damage' means damage to the Vehicle caused by the Vehicle coming into contact with anything below the bottom of the door seal and the bottom of the front and rear bumper bars;

'Vehicle' means the vehicle described on the Rental Document (or any substitute vehicle), and includes its parts, components, keys, remote opening devices, any tag, all Accessories and contents supplied by Bunbury Bus Hire; and

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

'Your Account' means Your debit card, credit card or Bunbury Bus Hire charge account to which Your Rental Charges are to be debited.

DRIVER

2.1 You agree and acknowledge that:

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

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

WHERE YOU CAN AND CANNOT DRIVE THE VEHICLE

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

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

- (a) Further north of Perth than Joondalup
- (b) Further south than Margaret River
- (c) or anywhere else beyond 200kms in any direction of Bunbury, Western Australia
- (d) on beaches or through streams, dams, rivers or flood waters

USE OF THE VEHICLE

4.1 You and any Authorised Driver must:

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

- (b) not, without Bunbury Bus Hire's prior written consent, use, or allow the Vehicle to be used, to push anything;
- (c) not carry, or allow the Vehicle to carry, more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle;
- (d) not be under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit in the State or Territory in which the Vehicle is driven;
- (e) not, without Bunbury Bus Hire's prior written consent, use or allow the Vehicle to be used to carry passengers for payment of any kind;
- (f) not use the Vehicle when it is damaged or unsafe;
- (g) not drive the Vehicle after an accident or hitting an object (including an animal) until You have obtained Bunbury Bus Hire's approval to do so;
- (h) not use the Vehicle to transport goods, except in compliance with all necessary approvals, permits, licences and government requirements (to be obtained at Your cost) and in accordance with the Manufacturer's Specifications and Bunbury Bus Hire's authorisation;
- (i) not, without Bunbury Bus Hire's prior written consent, use the Vehicle to carry any inflammable substance which has a flash point under 22.8°C or any other explosive or corrosive substances;
- (j) not use the Vehicle for the conveyance or towing of any load unless You have Bunbury Bus Hire's prior written consent; the load is correctly loaded and secured and not in excess of that for which the Vehicle was manufactured; for towing, the Vehicle is fitted with a tow bar; and the conveyance or towing is undertaken in accordance with the Manufacturer's Specifications and Bunbury Bus Hire's recommendations; and
- (k) not use the Vehicle in contravention of any law.

4.2 You must pay for any unauthorised repairs to the Vehicle and for all parking, speeding and traffic infringements and tolls in respect of the Vehicle during the Rental Period.

MAINTENANCE, SECURITY AND SAFETY

5.1 You and any Authorised Driver must:

- (a) maintain all of the Vehicle's engine oils and engine coolant levels to the Manufacturer's Specifications;
- (b) fill the Vehicle with only the fuel type specified in the Manufacturer's Specifications;
- (c) keep the Vehicle locked and the keys under Your or the Authorised Driver's personal control at all times; and
- (d) comply with all applicable seat belt and child restraint laws.

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

RETURN OF VEHICLE

6.1 You must return the Vehicle to Bunbury Bus Hire:

- (a) to the place, on the date and by the time shown on the Rental Document unless you have informed Bunbury Bus Hire of a change prior to the return date and Bunbury Bus Hire has agreed to the change; and
- (b) in the same condition as it was at the commencement of the Rental Period, fair wear and tear excepted.

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

6.3 Despite clauses 6.1 and 6.2, You must return the Vehicle to an Bunbury Bus Hire location during normal business hours.

6.4 If:

- (a) You return the Vehicle on a date, or at a time, or to a place other than that shown on the Rental Document; or
- (b) You do not comply with any special conditions set out in the 'Rates' section on the Rental Document, the rates shown on the Rental Document will not apply and You must pay the Bunbury Bus Hire standard rate for the Vehicle for the Rental Period.

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

- (a) the credit limit on Your method of payment would be exceeded by the debiting of the Rental Charges for a requested extension of the rental of Your Vehicle or if a 'one-way fee' becomes payable by You;
- (b) the Rental Period expires without satisfactory arrangements having been made by You with Bunbury Bus Hire; or
- (c) Bunbury Bus Hire reasonably suspects that:
 - (1) the Vehicle may be used for an unlawful purpose;
 - (2) damage to the Vehicle, or injury to persons or property, is likely to occur; or
 - (3) the Vehicle will be involved in an industrial dispute.

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

- (a) after written notice to You and if the location of the Vehicle is unknown, Bunbury Bus Hire may report the Vehicle as stolen to the Police; and
- (b) You must pay Bunbury Bus Hire all Rental Charges (including additional Rental Charges) and compensate Bunbury Bus Hire in accordance with clause 8 for any loss Bunbury Bus Hire suffers (including all additional

costs Bunbury Bus Hire incurs in recovering the Vehicle) up to the time that the Vehicle is recovered by Bunbury Bus Hire.

FUEL

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

7.2 The fuel level of the Vehicle at the time You rent it and at the time You return it to Bunbury Bus Hire is determined by visual inspection by Bunbury Bus Hire of the Vehicle's fuel gauge.

LOSS DAMAGE WAIVER, DAMAGE AND LOSS OF PROPERTY

8.1 Subject to this clause 8, You are liable:

- (a) for the loss of, and all damage to, the Vehicle; and
- (b) for all damage to the property of any person:
 - (i) which is caused or contributed to by You or any person You allow to drive the Vehicle; or
 - (ii) which arises from the use of the Vehicle by You or any person You allow to drive the Vehicle.

This clause 8 does not apply to any damage or loss for which Bunbury Bus Hire is liable to You under this Rental Agreement. *Remember that references to the 'Vehicle' include all of its parts, components, Accessories and contents (see the definitions of 'Vehicle' and 'Accessory' in clause 1).*

8.2 Subject to clauses 8.3 and 8.4, Bunbury Bus Hire waives Your liability under clause 8.1 for damage to, or loss of, the Vehicle and will ensure that You and any Authorised Driver are entitled to be indemnified under the Bunbury Bus Hire Insurance Policy, if:

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

8.3 *Additional amounts payable:* In addition to Clause 8.2, You must always pay to Bunbury Bus Hire the following costs and fees:

- (a) the cost of repairing any:
 - (i) Overhead Damage or Underbody Damage;
 - (ii) water damage to the Vehicle;
 - (iii) damage to the Vehicle or to the property of any third party caused by a breach of clause 3, 4.1 or 5;
 - (iv) damage to a tyre or an Accessory not attributable to normal wear and tear; and
 - (v) damage to the Vehicle or to the property of any third party caused deliberately or recklessly by You, any other driver of the Vehicle or any passenger carried during the Rental Period;
- (b) the cost of replacing, if lost or stolen, an Accessory; and
- (c) if You have breached the Rental Agreement, a per day loss of revenue fee based on the actual and estimated downtime of the Vehicle.

8.4 (a) For the purposes of this clause 8.4, 'Recovery Costs' means, in relation to the loss of, or damage to, the Vehicle;

- (1) any appraisal fees;
 - (2) any towing, storage and recovery costs; and
 - (3) an administrative fee reflecting the cost of making arrangements for repairs and towing and other administrative activities.
- (b) If clause 8.1, 8.2 or 8.3 applies, You must pay to Bunbury Bus Hire, or Bunbury Bus Hire may debit Your Account with, the Excess Amount at the time of loss of, or damage to, the Vehicle pending Bunbury Bus Hire's assessment of the loss and damage and, if applicable, the repair of the Vehicle, subject to Your right to a refund under clause 8.5(b).
- (c) For the purposes of calculating any refund under clause 8.4(b), Bunbury Bus Hire will add the Recovery Costs to the amount of the costs of damage and repair to the Vehicle.
- (d) If clause 8.3 applies, and if the total of the Recovery Costs and the costs and fees that You must pay under clause 8.3 is greater than the Excess Amount (with the difference being the 'Gap Amount'), You must pay to Bunbury Bus Hire, or Bunbury Bus Hire may debit Your Account with, the Gap Amount.

8.5 (a) Where You are required to pay Bunbury Bus Hire under this clause 8, the amount You must pay for any loss, damage, repair, cost or fee:

- (1) may be reasonably determined by Bunbury Bus Hire; and
 - (2) in relation to damage to the Vehicle, is the lesser of the cost of repairs to the Vehicle or the market value of the Vehicle at the time of the damage.
- (b) If the amount determined by Bunbury Bus Hire and paid by You under this clause 8.5 exceeds the final cost of the loss, damage or repair, Bunbury Bus Hire will refund the difference to You.
- (c) Bunbury Bus Hire will provide details to You of the final cost of the loss, damage or repair on request by You.

CLAIMS AND PROCEEDINGS

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

- (a) promptly reports the Incident to the local police (if required by law);
- (b) promptly reports the Incident in writing to Bunbury Bus Hire;

- (c) does not, without Bunbury Bus Hire's prior written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability in relation to the Incident;
 - (d) permits Bunbury Bus Hire or its insurer at its own cost to bring, defend, enforce or settle any legal proceedings against a third party in Your name in relation to the Incident;
 - (e) permits or ensures that Bunbury Bus Hire may claim in Your name or that of the Authorised Driver under any applicable Substitute Vehicle Insurance, and assist, and cause the Authorised Driver to assist Bunbury Bus Hire in making such a claim, including assigning any right to claim under any Substitute Vehicle Insurance to Bunbury Bus Hire; and
 - (f) completes and furnishes to Bunbury Bus Hire within a reasonable time any statement, information or assistance which Bunbury Bus Hire or its insurer may reasonably require, including attending at a lawyer's office and at Court to give evidence;
- 10.2 Bunbury Bus Hire will meet Your reasonable out-of-pocket expenses in complying with clause 10.1(e) or 10.1(f).
- 10.3 If you do not comply with clause 10.1(b), and Bunbury Bus Hire is unable to investigate the Incident, Bunbury Bus Hire will debit all Rental Charges to Your Account pending receipt of Your report about the Incident.

PAYMENT

11.1 At the end of the Rental Period, You must pay Bunbury Bus Hire:

- (a) all Rental Charges;
- (b) any amount paid or payable by Bunbury Bus Hire or You to any person arising out of Your use of the Vehicle or imposed on You or Bunbury Bus Hire by any government or other competent authority; and
- (c) any amount for which You are liable to Bunbury Bus Hire under the Rental Agreement, in respect of a breach of the Rental Agreement or otherwise. Bunbury Bus Hire will provide details to You of any amount payable under this clause 11.1(c).

11.2 Each Rental Charge calculated and invoiced to You at the time of the return of the Vehicle is subject to subsequent verification by Bunbury Bus Hire. If a Rental Charge is to be adjusted, Bunbury Bus Hire will provide details to You if Bunbury Bus Hire has Your contact details.

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

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

11.4 Distance charges are measured from the Vehicle's odometer.

11.5 You authorise Bunbury Bus Hire to charge all amounts payable to Bunbury Bus Hire under the Rental Agreement to Your Account.

11.6 Bunbury Bus Hire will pay, within a reasonable time, any refund due to You by such method as Bunbury Bus Hire may reasonably choose.

11.7 If You fail to pay any amount due under or in connection with the Rental Agreement within 14 days of the date by which You were required to pay the amount, You must also pay Bunbury Bus Hire

- (a) interest at 10% per annum (compounded daily) on the amount from the expiry of 14 days from the date on which You were required to pay the amount to the date of payment; and
- (b) on and as demanded, Bunbury Bus Hire's collection costs including interest on Bunbury Bus Hire's collection costs calculated in accordance with clause 11.7(a) from the date of demand.

TERMINATION

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

12.2 Subject to clauses 6.2 to 6.6 (inclusive) and 11.3, You may terminate the Rental Agreement at any time by returning the Vehicle to Bunbury Bus Hire.

PROPERTY IN VEHICLE

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

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

PERSONAL PROPERTY SECURITIES LAW

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

14.2 You acknowledge that:

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

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

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

Privacy Notice

BUNBURY BUS HIRE PRIVACY NOTICE

We at Bunbury Bus Hire recognise the importance of protecting your personal information. This notice explains how Bunbury Bus Hire (see 'About Bunbury Bus Hire' below) protects your privacy and summarises how it collects, uses and discloses personal information about you. This notice applies to personal information we hold about you in Australia only.

ABOUT BUNBURY BUS HIRE

'Bunbury Bus Hire' is the trading name of Multi-form Marketing Pty Ltd ABN 76 059 613 191

WHAT PERSONAL INFORMATION DOES BUNBURY BUS HIRE COLLECT ABOUT ME AND HOW DOES IT COLLECT IT?

When you rent a vehicle from Bunbury Bus Hire, we need to collect certain information from you. The service you use will determine what information we collect from you. That information may include your name, contact details, date of birth, driver's licence number and payment details. We may collect information about you from you or through a travel agent, a corporate program, one of our partner programs or through a credit reporting agency. You can choose not to provide some of your personal details but this may prevent us from providing our services to you or limit our ability to provide you with the level of service that you would normally expect from us.

HOW IS MY PERSONAL INFORMATION USED OR DISCLOSED BY BUNBURY BUS HIRE?

We may use and disclose your personal information for the following purposes:

General purposes

We use your personal information to:

- provide the services that you request;
- do all things necessary to administer those services;
- research, develop, manage, protect and improve our services;
- conduct customer satisfaction surveys and inform you of improvements to our services; and
- maintain and develop our software and other business systems.

Disclosure to third parties

We may disclose your personal information to third parties including:

- your company or organisation if you use our services under a corporate account;
- our contracted service providers (including our market research company and our mail house);
- credit card providers;
- credit reporting agencies (see 'Payment default' below) and fraud checking agencies;
- debt collection agencies, if you default in payment of amounts owed to us;
- councils, government and private organisations responsible for the processing of traffic related infringements;
- in relation to an accident or claim, insurers, the police and other persons involved in the accident or claim;
- driver licensing authorities; and
- government, regulatory and law enforcement agencies where the disclosure is required or authorised by law.

Payment default

If you default in the payment of any rental fees or charges to us, we may give information about you to a credit reporting agency for some or all of the following reasons: to obtain a credit report about you; to allow the credit reporting agency to create or maintain a credit information file about you; and to list your default and the debt on that credit information file. The information is limited to the types of information that may be disclosed under the *Privacy Act 1988 (Cth)* and may include limited identity particulars; the fact that you owe us money; payment defaults over 60 days for which debt collection action has started; confirmation if those disclosed payment defaults are rectified; our opinion if we consider that you have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with your contractual obligations).

WHO CAN I CONTACT FOR FURTHER INFORMATION?

If you have any privacy questions or concerns, or wish to exercise your right to access or correct your personal information (subject to exceptions under privacy laws), you can contact our Privacy Officer as follows:

By mail: 11A Mummery Crescent, Bunbury WA 6230

By fax: 08 9792 4466

By telephone: 9792 4455

By e-mail: admin@bunburybushire.com.au

If you are not satisfied with the way in which we handle your enquiry, you can call the Office of the Australian Information Commissioner on 1300 363 992.

Last updated 12 December 2013.