



**Rental Agreement
Terms and Conditions
v1.3**

Important information

You agree and acknowledge that:

- Only You or an Authorised Driver will drive the Vehicle;
- You and any Authorised Driver hold a current and valid licence (not being a learner's or provisional licence) to drive the Vehicle, and are over 21 years of age;
- You are responsible for the acts and omissions of each Authorised Driver and any other person You or an Authorised Driver allows to drive the Vehicle and You will be liable for any damage to the Vehicle or property of a third party caused by You, the Authorised Driver or any Unauthorised Driver while they were driving the Vehicle.

Damage / Loss of Vehicle

You are responsible for any loss or damage to the Vehicle (and related losses and fees) that occurs during the Rental Period (defined in Part A). This includes any loss or damage that is not your fault (e.g., a tree falling on the car while parked, a Vehicle stolen from the family garage, etc.). If the loss, damage or claim is caused by a Prohibited Use or up until your Damage liability loss amount is paid and received by Open Road Auto Group you are liable for that loss or damage up to the full value of the Vehicle and all related losses and fees including third party losses and/or claims.

Prohibited Use

Prohibited Uses that may result in full liability include but are not limited to, driving in particular locations, failing to safeguard the Vehicle (e.g. leaving keys in Vehicle), driving under the influence of drugs or alcohol or allowing an Unauthorised Driver to drive the Vehicle. See 'Prohibited Uses' section.

Late Fees

Rental fees and charges are applied to your chosen method of payment automatically each week (or as otherwise defined in Part A of the Rental Agreement) if a transaction cannot be processed on the due date an additional late fee of \$5 per calendar day will be applied on subsequent invoices until the full payment is made.

Tolls

You are responsible for all tolls and associated charges during your rental period. You are required to register the vehicle to your toll account online so that these are directed via your personal toll account. For tolls that are charged to Open Road Auto Group you will be charged these on a monthly basis and a \$40 toll processing fee will also apply each month.

See <https://www.myetoll.transport.nsw.gov.au/help-and-faqs/rental-vehicles> for more information, relevant toll account provider or ask a Open Road Auto Group representative for more information.

Pick Up

You should check the Vehicle for damage before your lease commences and You drive away. Recording any issues on the Vehicle Condition Report in conjunction with an Open Road Auto Group staff member on pickup. You will be asked to review the Vehicle and photos of existing damage together with one of our staff members before your departure and will be provided with a copy of the report via email.

Roadside Assistance

We provide basic roadside assistance with the Vehicle. It will not cover you for assistance required for incidents that are your fault (e.g. running out of fuel, lost keys or locking keys in the vehicle) you will be charged for these callouts. The Roadside Assistance number should be used in the event of a breakdown.

Return

You may incur additional charges if you return the Vehicle at a different time or place to that agreed with us or if it is in a dirty or smelly condition. Smoking in the Vehicle is prohibited. If the Vehicle is returned smelling of smoke or dirty, the detection of which is at our sole discretion, an extra cleaning fee will be levied.

Quotations and orders

Quotations are valid for the period specified in Part A and may be amended or withdrawn at any time by Open Road Auto Group before a Rental Agreement is accepted. A Rental Agreement is not binding until accepted by Open Road Auto Group. Open Road Auto Group may, in its absolute discretion, decline to accept a Rental Agreement on any basis.

Acceptance of a Rental Agreement by Open Road Auto Group constitutes a contract between Open Road Auto Group and the Client on these terms and locations and as set out in the Rental Agreement.

Once a Rental Agreement is accepted by Open Road Auto Group, the Agreement cannot be cancelled without Open Road Auto Group's prior written consent and the Client may be liable for costs associated with the administration of the cancellation which are set at the sole discretion of us.

What's included in the rental rate

What's not included in the rental rate

Kilometers

Your Rental Agreement may note that a per kilometer charge is applicable if a daily kilometer limit is exceeded, depending on the type of Vehicle you rent or your pick up location. If a limit on distance applies, the daily kilometer allowance will be shown on your Rental Agreement section. If you exceed this daily allowance, a charge may apply for the additional distance covered. This will be measured by the Vehicle's odometer upon return of the Vehicle and the cost of the additional kilometers advised by us to You. Unlimited KM options only apply to travel within NSW.

Insurance

Basic insurance is included in your rental rate and reduces your liability to us for loss or damage to the rental Vehicle or related third party damage except in the event of a Prohibited Use.

See the Rental Agreement for more information on insurance excess rates (Damage Loss Liability) for covered incidents.

You have the option to add the following items to your rental for an additional charge. If you have paid for the additional service, it will be clearly indicated in Part A of the Rental Agreement:

Additional Drivers

We will need a copy of their driver's license and a total of 100 points of ID to add them to the agreement before accepting any additional drivers as an Authorised Driver.

Tolls

Toll charges and Processing Fees will be charged to you directly by Open Road Auto Group (unless you have purchased a Pre-paid Toll Plan), and applied to your chosen method of payment.

Excess Reduction Plan

If you choose to add a Excess reduction plan this will reduce the Damage liability loss amount from the \$6900 standard rate to your newly applied rate indicated in Part A of the Rental Agreement under Damage Loss Liability (excess) amount section.

Any parking, driving or other offences

If we receive any notices for fines, parking or other charges during the Rental Period we will give the relevant third party your name, address and drivers licence details and charge a Processing Fee per each parking, driver or other offence to your chosen method of payment. You as the Renter/ Hirer are responsible for the fines, parking and other charges.

Introduction

Agreement

Your Rental Agreement is the document you sign (by hand or electronically) when you pick up your Vehicle (generally titled “Rental Agreement”) which includes a summary of your rental (e.g., duration, optional purchased extras and Damage Loss Liability amount), Terms and Conditions and attached Annexures.

By signing the Rental Agreement, you indicate that the details in the Rental Agreement are correct as well as your acceptance of:

- the terms set out in the Rental Agreement (Part A);
- these Rental Terms (terms and conditions) (Part B) including Annexures;
- third part damage claims including Authority to Act (Part C) -if applicable to your rental and;
- any Additional Terms provided, Terms and Conditions, Annexures, Vehicle Condition Report (together, the Agreement).

Each Rental Agreement will display charges for a weekly period as noted on your Rental Agreement. The Agreement is made with Open Road Auto Group Pty Ltd ABN 22 665 816 231. If any term is illegal or unenforceable, that term is severed from the Agreement and the remaining terms continue to apply. If the Vehicle is provided by Open Road Auto Group Pty Ltd then the Agreement is governed by the laws of New South Wales Australia.

Responsibilities

Ours:

- We are responsible to you for providing the Vehicle in a safe and roadworthy condition.
- You have rights against us under consumer protection laws relating to the Vehicle and other goods or services we provide to you under the Agreement that we cannot exclude or limit (Consumer Law Liability);
- Except for Consumer Law Liability, we will not cover you for indirect or consequential loss, loss of profits or loss of opportunity or any other Claim you may have;
- Without limiting our Consumer Law Liability, our total liability to you under the Agreement is capped at the amount paid by you to rent the Vehicle;
- We are not responsible for statements made by agents or third party booking services as they are not our employees.

Yours:

- Read through this Rental Agreement and ask any clarifying questions prior to the start of your lease;
- You must care for, use and return the Vehicle in accordance with the Agreement and pay the amounts due. Additionally, you confirm and warrant that all information provided by you including your contact details, driving history and identification documents are true and correct and that we are relying on that warranty;
- You must ensure that you and any Authorised Drivers hold a valid licence and continue to hold that licence during the term of the Rental Period, to operate the Vehicle rented;
- You must ensure that you comply with all applicable laws and regulations relating to the use of the Vehicle;
- You must use the Vehicle safely;
- You must ensure only you or Authorised Drivers use the Vehicle.
- You must notify us in writing of any changes to you or your Authorised Drivers documentation or circumstances

Please read the entire Agreement carefully to understand your obligations in full.

Disputes

We aim to resolve all complaints and disputes within 15 business days. For further information regarding our disputes see the 'Disputes Resolution' section or contact:

Customer Care

Phone: 0477 711 211

Email: customer@openroadauto.com.au

Privacy

When you rent with us, you consent to us collecting (including by in Vehicle tracking through a Vehicle Monitoring System), using and disclosing your personal information in accordance with our Privacy Policy which is available at www.openroadauto.com.au/privacy

Termination of rental agreement

We reserve the right to terminate your Agreement at any time by providing written or verbal notice (including by email or SMS) if:

- You have not paid an invoice or any other request for payment (whether verbal or in writing) or your chosen method of payment is declined or your bank reverses the charges made and you fail to pay the amount due within 24 hours of being notified by Open Road Auto Group that the invoice is outstanding (including notifications from our payments provider);
- We are required by any regulatory authority to take possession of the Vehicle from you;
- the Vehicle is not returned by the agreed return date & time;
- We reasonably believe you have breached, or are likely to breach, this Agreement;
- We have reasonable grounds to believe there has been or likely to be a Prohibited Use of the Vehicle;
- We identify any undeclared damage to the vehicle while in your possession;
- You or any Additional Driver commits an act of bankruptcy or, being a company, enters into liquidation or provisional liquidation whether compulsory or voluntary or compounds with its creditors generally or has a receiver or a receiver manager or an administrator appointed over all or parts of its assets or passes a resolution for winding up or a petition for its winding up.

In the event of termination and/or repossession you will not be entitled to a refund of any part of the rental charges in so far as the termination and/or repossession is caused by your actions or omissions. We may terminate your Agreement at any time on 7 days' notice without cause. Any terms or conditions of the Agreement that are intended to apply after the termination of the Agreement, will survive including the terms in 'Damage and Loss'. A 'Key Replacement Fee' will be charged (see Annexure 2).

Starting your lease

Charges

You agree to pay the rental rate for the Vehicle, compulsory fees, fees for any optional services and other fees including breaklease fees, damage loss liability, late fees, etc, that may arise during your rental by their respective due date. Please see Annexure 2 - Fees and Charges for an explanation of these fees. Your Rental Agreement shows the weekly charge agreed to at the start of the rental for the period indicated on the Rental Agreement. You agree to pay those charges and any other fees that arise by the end of the Rental Period.

Reserving funds / deposits

We typically reserve an amount on your chosen method of payment (or take a deposit) of an amount at least equal to 4 weeks rent plus a bond (as shown on your Rental Agreement). This reserved amount may be released (or deposit refunded) on return of the Vehicle following payment of all outstanding charges and subject to the terms of this Agreement.

Vehicle condition

It is your responsibility to check the overall condition of the Vehicle at the start of the Rental Period and on return. We will provide a copy of the condition report summary or vehicle condition report after the start of your lease via email.

You are responsible for looking after the Vehicle and reducing the risk of breakdown and damage. You must also make sure you use the correct fuel (E10 unleaded is not to be used in any petrol vehicles and bio diesel is not to be used for diesel vehicles), maintain the tyre pressures, and advise us if oil and other fluids are at not at the required levels.

In the case of a long term rental (being a rental over 7 days), if the Rental Period spans the normal maintenance period (being the next service noted on a sticker inside the windscreen, or a service indicator illuminating on the dashboard), you must notify our customer care team immediately who will arrange a vehicle service. You may be required to take the Vehicle for it to be serviced or exchanged for a replacement vehicle depending on the length of the service center visit.

Our Customer Care contact details are:

Phone: 0477 711 211 | **Monday to Friday:** 0900 to 1700 | **Email:** customer@openroadauto.com.au

You are responsible for returning the Vehicle in the same condition as it was in when we provided it to you, subject to fair wear and tear (these guidelines can be found on the accompanying fair wear and tear documentation).

Please see the 'Damages' section for further information relating to damage and loss to the Vehicle.

Child Seats

It is your responsibility to ensure that appropriate child seats have been fitted for children travelling in the Vehicle. Open Road Auto Group is not responsible for any fines, injury, death or other losses or claims caused by not having child seats fitted in the Vehicle or by children not being restrained in child seats fitted in the Vehicle. Children that require a child seat must not travel in a vehicle that has not been fitted by and inspected by an authorised child restraint fitter. A list of Authorised Child Restraint Fitting Station locations can be found at www.roadsafety.transport.nsw.gov.au. Please ask our customer service staff for more information if required.

You must comply with mandated seat belt and child seat restraint laws applicable to each State and/or Territory in Australia. Fines may be imposed by police on any occupant not wearing a seat belt or who has not fitted or properly adjusted a child seat restraint. You are responsible for checking a child seat is fitted correctly in the Vehicle. You must not leave a child unattended in the Vehicle.

Identification and Authorisation Requirements

To commence your rental of the Vehicle you and any Additional Drivers are required to provide 100 points of ID as described in Annexure 4 - 100 points of ID. Any foreign or international documents must also have an official translation which will need to be approved by Open Road Auto Group in writing prior to commencement of the rental. There will also be a credit card/ bank authorisation form to be completed that must be signed prior to commencement of the rental. Any changes to these documents must be notified to

Prohibited uses

If there is a Prohibited Use of the Vehicle, we may terminate the Agreement and take back the Vehicle at any time, with or without notice and at your expense. If the Prohibited Use has caused, or contributed to, loss or damage to the Vehicle or to any third party, you are liable for that loss or damage up to the full value of the Vehicle and related losses, claims and fees including third party losses, further explained in the

Prohibited Uses of a Vehicle are (but not limited):

- you or your passengers act(ed) recklessly or with deliberate intent to cause loss or damage to the Vehicle or third party property;
- the driver drove the Vehicle when it is in an unsafe and/or damaged condition;
- the driver drove the Vehicle with a flat tyre, ignored a warning light, put the wrong fuel in the vehicle and/or lost the keys;
- the driver caused undercarriage damage to the Vehicle;
- the driver caused overhead or roof damage to the Vehicle by, but not limited to, contact between Vehicle and objects overhanging or obstructing the path of Vehicle;
- driving the Vehicle while under the influence of any drug, substance or intoxicating liquor to the extent that the driver's ability to control the Vehicle is impaired or where the driver's blood level of any drug or alcohol is over the applicable State and/or Territory legal limit. If a person refuses or fails to provide a breath, blood or other sample when lawfully required to do so by police or as required by law, the driver is deemed to be over the legal limit for the purposes of this Agreement;
- the fitting of objects to the interior or exterior of the Vehicle that are not authorised in writing by Open Road Auto Group in the Rental Agreement;
- failing to take reasonable precautions to safeguard the Vehicle such as leaving the keys in the Vehicle, or failing to use the anti-theft system (if provided);

- the Vehicle is used for committing an illegal or unlawful act;
- the use of the Vehicle by a person who was not authorised by Open Road Auto Group in the Rental Agreement document as an Authorised Driver or Additional Driver or did not meet the driver requirements in the Agreement;
- the Vehicle is used on a racetrack or for racing or undertaking reliability trials, rallies or other contests;
- the Vehicle is sub-rented, transferred or sold;
- the Vehicle is used for hauling any goods that are incorrectly or inappropriately loaded or for the haulage of which the vehicle was not designed;
- the Vehicle is used for towing a trailer unless the Vehicle has a towbar fitted by Open Road Auto Group, in which case you must receive written permission from Open Road Auto Group to tow a trailer provided the weight and dimensions of the item being towed do not exceed the specified capacity of the Vehicle and trailer as outlined in the Rental Agreement or shown on the Vehicle or trailer;
- the Vehicle is used for towing any other Vehicle or item;
- the Vehicle is overloaded with passengers (defined by number of seat belt restraints provided) and/or baggage (defined by the load the Vehicle was built to carry);
- the Vehicle is driven in restricted areas, including airport service roads and associated areas;
- the Vehicle is used in a manner that, in Open Road Auto Group's reasonable opinion, brings Open Road Auto Group into disrepute or publicly associates Open Road Auto Group with any particular political, religious, promotional or activist position;
- the Vehicle is driven on a road which is not properly formed and constructed as a sealed, metaled or graded gravel road;
- the Vehicle is used to convey passengers or goods for hire or reward, this includes ride sharing for example Uber - unless otherwise authorised by Open Road Auto Group in writing;
- the vehicle is driven on a beach or through a flooded road or otherwise through a body of water (including but not limited to a pothole, ditch or riverbed).

Prohibited Use locations:

These are locations which constitute Prohibited Use if the Vehicle is driven or taken to:

- Kangaroo Island;
- Fraser Island, Bruny Island, Groote Eylandt to Gove Peninsula, Tiwi Islands, Stradbroke Islands, Moreton Island, or any island off the coast of Australia;
- above the snow line in (without prior written approval by Open Road Auto Group) this being Jindabyne in NSW or Bright in Victoria;

In Queensland:

- on Highway No. 27 beyond Chillagoe in a Westerly direction;
- on Highway No. 1 beyond Normanton in a Southerly direction and no further North than Karumba;
- beyond Cooktown to the North or Lakeland to the West and no further than Cape Tribulation on the Coast Road;
- on the Coast Road from Helenvale to Cape Tribulation, or from Laura to Lakeland unless the Vehicle is a Four Wheel Drive (indicated on your Rental Agreement);

In Northern Territory:

- on the Jim Jim Falls Road to Jim Jim Falls and Twin Falls;
- outside any town or city limits between dusk and dawn;

In Western Australia:

- to any parts North of Carnarvon;
- on the Gibb River, Cape Leveque Road, Widdjana Gorge, Canning Stock Route, Gunbarrel Highway and Hollard Track;
- beyond 100 kilometres of the Perth city limits between dusk and dawn;

If the Vehicle is used for a Prohibited Use or taken to or past a Prohibited Use location:

- you are responsible for any damage, losses or claims up to the full value of the Vehicle and other fees, related losses and expenses including towing, storage, recovery and third party damage further explained in the 'Damage and Loss' section;
- we may terminate the Agreement and take back the Vehicle at any time at your expense.

Sensors

Drivers are responsible for damage to the Vehicle (subject to these terms and conditions). In the event that the sensors are not active or are malfunctioning, the driver is not alleviated from responsibility for the damage.

Snow Regions

There are special restrictions that apply when driving an Open Road Auto Group vehicle in the snow or alpine region. If you are planning to travel to the snow, please advise prior to leasing the Vehicle. For long term lease customers, please advise prior to travel so we can confirm in writing that the Vehicle is fit for purpose and whether snow chains are required.

You must ensure that you comply with any legal or manufacturing requirements relating to fitting of snow chains and that you fit snow chains correctly. Failure to do so will be considered a Prohibited Use and You will be fully liable for any resulting damage. You must at all times ensure plastic hub caps are removed prior to fitting snow chains. Snow chains must be tightened after 50m to avoid damage to the rims and You must follow any other applicable guidance or rules from the snow chain provider and relevant location requirements. The hub caps must be put back on the Vehicle when the chains are removed.

Consequence of using Vehicle for a Prohibited Use:

If the Vehicle is used for a Prohibited Use and this caused, or contributed to, loss or damage to the Vehicle, you are liable to us for that loss or damage to the Vehicle up to the full value of the vehicle or replacement of the Vehicle. You are also liable for:

- An Open Road Auto Group claims management fee and external damages assessment fee if there is damage to the Vehicle or the Processing Fees for other types of loss or damage (e.g., cleaning due to the smell in Vehicle);
- Any towing or storage charges;
- Loss of rental income; and
- Other losses or expenses related to the Prohibited Use.

You are responsible for any third party property damage or loss or Claims arising from the Prohibited Use of the vehicle and you must indemnify us for any Claim made against Open Road Auto Group for that damage or loss. Your liability for personal injuries resulting from the Prohibited Use of the Vehicle is covered by the statutory schemes for transport accident compensation in each State or Territory, subject to the conditions and limitations of those schemes. Open Road Auto Group may charge any third party property damage, loss or claim arising from a Prohibited Use to your chosen method of payment provided at the time of rental or any other method we require.

If the Vehicle is used for a Prohibited Use, or if we have reasonable grounds to suspect that it has, we may terminate the Agreement and take the Vehicle back at any time at your expense.

Drivers:

As the renter You may only allow other persons to drive the Vehicle if they are listed as an additional driver in the Rental Agreement and have provided the relevant identification and been approved in writing beforehand by Open Road Auto Group. You also agree that You will notify Open Road Auto Group immediately if You or and Additional Driver are disqualified from driving or have your drivers licence suspended, endorsed, expired, cancelled or any identification documents change or are updated including but not limited to change of address, name, drivers licence number, etc.

You and any person driving the vehicle **must** be 21 years of age or over and must hold and present a current drivers licence that:

- is current, active and valid in NSW, Australia;
- is valid for the particular Vehicle type provided in the Rental Agreement;
- is not a learners or provisional permit;
- is not required by law to have a smart stack or other interlock device fitted to any vehicle they drive and
- satisfies all other conditions on the Rental Agreement or in any Additional Terms.

Foreign and interstate licences

If you are currently living in New South Wales you are only permitted to drive on an overseas or interstate licence for a period of 3 months (from first arriving in New South Wales). After 3 months you are permitted to drive on a New South Wales licence. It is your responsibility to ensure that you hold the correct licence. Any foreign and interstate licenced drivers must be approved in writing prior to driving the Vehicle. See <https://www.service.nsw.gov.au/transaction/transfer-an-overseas-driver-licence> and <https://www.service.nsw.gov.au/transaction/apply-for-a-nsw-licence-as-a-temporary-overseas-visitor> for more information.

Renters

You will be required to provide a debit/credit card in Your name, sign a credit card authorisation form and also current proof of address. You may also be charged a bond. In order to establish Your address You must provide proof by way of proof of address documentation (refer below) which must be dated during your rental or within 3 months of the rental. In the event that the Drivers Licence address is not current, You must have a change of address sticker or You must provide two (2) proof of address documents with one being a utility bill or property lease agreement. Other forms of proof of address include:

- Property Lease Agreement
- Utility Bill
- Telephone Account
- Official Government Paperwork
- Rates notice

Vehicle monitoring system

Our Vehicles may be fitted with a Vehicle Monitoring System (VMS) which can be used to open and close the Vehicle and track and record the geographical location, distance and speed of the Vehicle during the Rental Period. It can also be used to immobilise the Vehicle in the event of non-payment or if we have reasonable grounds to suspect the Vehicle is being used for a Prohibited Use. You agree to the above and that we can track and record your location and your use of the Vehicle as well as any other data using the VMS, which may include your personal information. You agree that Open Road Auto Group may also provide or sell this information to third parties. Refer to our Privacy Policy for more information.

Longer Term Rentals

Where your rental is 7 days or longer you will be invoiced and payment taken at the end of each 7 day period automatically or at any time after that as outlined in the Rental Agreement.

Maintenance, Security and Safety

You and any Authorised Driver must:

- Maintain all of the Vehicle's tyre pressures, engine oils and engine coolant levels to the manufacturer's specifications, as set out in the Vehicle's operations manual located in the Vehicle or otherwise as required to maintain the Vehicle in a roadworthy condition (contact Open Road Auto Group customer care team if you are uncertain);
- always keep the Vehicle locked, windows closed and the keys under Your or the Authorised Driver's personal control;
- comply with any applicable seat belt and child restraint laws;
- not service the Vehicle, not have any repairs to the Vehicle carried out or have the Vehicle towed/moved unless Open Road Auto Group authorises You to do so in writing as you will be fully liable for any costs to rectify any unauthorised works;
- notify us of any damage to the vehicle while its within the rental period;
- notify us if the Vehicle has reached its service interval (as indicated by its windscreen sticker or on service alert) or if any warning lights or messages become illuminated or displayed on the dashboard;
- You and Open Road Auto Group acknowledge that the Vehicle is generally in an undamaged condition except as otherwise stated on the Rental Agreement and Vehicle Condition Report.

Vehicle cleanliness

You may incur an additional Cleaning Fee or Cleaning Administration Fee as defined in this Agreement and/or Annexures if the Vehicle is returned in an excessively dirty condition or with excessive odour including but not limited to:

- the smell of tobacco or other substances in the Vehicle;
- dirtiness or smell caused by having animal(s) in the Vehicle excluding registered service animals; or
- excessive dirt, mud or any other substance on the exterior or interior of the Vehicle.

During your lease

Fines, tolls and other charges

You are responsible for all fines, private parking charges, road tolls and other similar charges (including parking fines or charges) incurred in relation to the Vehicle during the Rental Period. We will work with authorities for them to pass on notices of fines and parking charges to you, and we will also charge you either the Toll Administration Processing Fee or Infringement Administration Processing Fee (each a Processing Fee). If you incur toll charges during the rental, we will charge you those tolls plus the Processing Fee.

These charges will be processed on your chosen method of payment as detailed in the 'Charges' section. If that method of payment fails we will notify you and the outstanding amount must be paid within 7 days.

In addition to any fine, parking charge or toll you incur, we may also apply a Processing Fee to reimburse us for the time and costs we incur in dealing with these matters.

Breakdown assistance

If you experience any problem with the Vehicle due to mechanical failure you agree to stop driving (as soon as practicable and safe to do so), park the Vehicle and call our roadside assistance (see the Contacts section in your car assistance package or Annexure 3 - Contacts) and they will arrange help. You must not re-commence driving the Vehicle unless directed to do so by the Open Road Auto Breakdown team. You must not move the Vehicle unless this is necessary to prevent further damage to the Vehicle or damage to other property, Vehicles or people.

You must contact the roadside assistance service immediately if:

- the Vehicle breaks down; or
- a warning light or message becomes illuminated or displayed in the vehicle; or
- any other event occurs which affects the performance or safety of the vehicle. If the roadside assistance service cannot be contacted, you must contact the 24hr Accident/Breakdown team below and await their advice.

24 Hr Accident/Breakdown Team

Phone: 0477 711 211 | 24Hrs/7 Days a week

We will provide roadside assistance without cost to you for problems with the Vehicle that were not your fault. If the problem was your fault (e.g. running out of fuel, losing the keys or locking the keys in the Vehicle), you will be responsible for the cost of providing roadside assistance and any parts or towing provided.

Assistance, service or repairs

You must not allow anyone to service, modify or repair the Vehicle without our written permission.

Accidents or stolen Vehicle

If you have an accident or if the Vehicle is stolen you agree to co-operate with us and/or our insurer in any investigation or subsequent legal proceedings. Failure to do so may incur additional costs, losses, Claims or damages that will be charged to you. You must also take the following steps:

- You must inform Open Road Auto Group in the event of any accident irrespective of whether it results in the Vehicle being damaged or lost, or in the event of theft. You must report the accident to Open Road Auto Group immediately by phone (Contact the 24hr Accident / Breakdown team) or in writing. In the event that you fail to notify Open Road Auto Group within 24 hours of the incident and Open Road Auto Group incurs additional costs as a result of the failure to inform, then you may be charged for any additional costs reasonably incurred by Open Road Auto Group. Report the accident to the police as soon as you can if anyone has been injured or any property has been damaged;
- Complete an Incident Report providing the details of your incident including any third party information even if there is no damage to the Vehicle. The Incident Report must be completed and signed by you and provided to a member

YOU MUST NOT MAKE ANY OFFER OF COMPROMISE, PAYMENT, SETTLEMENT OR GIVE ANY WAIVER, RELEASE, INDEMNITY OR MAKE ANY ADMISSION OF LIABILITY TO THE AT FAULT PARTY OR INSURER OR ANYONE ELSE IN RELATION TO THE ACCIDENT (OTHER THAN A

of staff. It is available for download at www.openroadauto.com.au/incidentreport

If you have an accident involving another Vehicle, you must obtain the other driver's name, address, telephone number, insurance company details, drivers licence number, vehicle registration, vehicle make/model and a copy of the police report if one has been created. Take as many photos as possible of both Vehicles and location and provide any witness contact details.

Notify the Accident/Breakdown team via the contact details below (also available in Annexure 3 - Contacts). They will help guide you through the

rest of the process that is required by Open Road Auto Group.

You must provide all information related to the accident within 48 hours of any requests made by Open Road Auto Group or our insurer, including any papers or other documents received by you concerning the accident.

You consent to and authorise Open Road Auto

Customer Care Team

Phone: 0477 711 211

Monday to Friday: 0900 to 1700.

Email: customer@openroadauto.com.au

..... OR

24 Hr Accident/Breakdown Team

Phone: 0477 711 211 | 24Hrs/7 Days

Group to obtain copies of police witness statements or reports made in relation to the accident or for any police charges against you.

You consent for Open Road Auto Group to bring, defend, enforce or settle any legal proceedings against a third party in your name and where Open Road Auto Group may reasonably require attend a lawyers office and attend court to give evidence.

Open Road Auto Group may exercise reasonable discretion to terminate your rental of the Vehicle and not provide a replacement if the accident or theft was caused by a Prohibited Use of the Vehicle (as defined in the 'Prohibited Uses' section of this document).

Damage and loss

If the Vehicle is lost, stolen, abandoned or damaged during the rental (e.g. involved in an accident), for each incident you are responsible to the fullest extent permitted by law even if it was not your fault (e.g. other driver's fault). This includes any Vehicle and any property involved in the incident. This liability applies except to the extent that:

- the loss or damage is directly due to our negligence including our failure to properly maintain the Vehicle; or
- the damage or loss was caused by a third party and you have complied with your obligations under the 'Accidents or Stolen Vehicle' section so that we have sufficient details about the third party and/or their insurer for us to recover the loss or damage from the third party and/or their insurer. We may charge you the estimated damages or your applicable liability (whichever is less) per incident and once the loss or damage is recovered, we will refund you any difference owed; or
- the damages comprise of personal injuries

covered by compulsory third party insurance or a statutory transport accident compensation scheme.

Loss of rental income

Loss of rental income will be calculated by multiplying the number of days the Vehicle is unavailable to rent due to repairs or replacement by 70% of the then current daily rate of rental of that Vehicle.

Calculating and charging for damage

The process set out below for calculating and charging for damage applies to Vehicles which are lost, stolen or involved in an incident with a third party –excluding Prohibited Use situations.

- If the Vehicle is lost, stolen or damaged or a third party is involved in the incident, Open Road Auto group will charge your nominated card the Damage Loss Liability amount indicated on the Rental Agreement, while investigating the incident and assessing the amount of the Incident Damages. After the investigation and damage assessment concludes, Open Road Auto Group will do one of the following:
 - if Open Road Auto Group finds that you were not liable for the incident and We are able to recover the full amount from the third party then the amount charged on your Card will be refunded; or
 - if Open Road Auto group finds that you are liable, and the Damage Loss Liability amount charged to your card was more than the amount for the damages Open Road Auto Group will refund you the difference; or
 - if the amount of the incident damage was more than the Damage Loss Liability amount, no further charges will be applied.
- If the vehicle has been damaged and does not involve a third party
 - if the Vehicle is damaged and no third party is involved in the incident, Open Road Auto Group will notify you (where a valid email address is provided) that a damage incident has been recorded and will commence a damage assessment ;
 - Open Road Auto group will charge your Card the Damage Loss Liability amount indicated on the Rental Agreement, while assessing the damage;
 - After the damage assessment concludes, if the assessment determines that you were

If there has been a breach of a Prohibited Use which has led to loss or damage then you will be liable for all costs and damages associated with the incident.

responsible for the damage then Open Road Auto Group will do one of the following:

- if Open Road Auto group finds that you are liable and the Damage Loss Liability amount charged to your card was more than the amount for the damages Open Road Auto Group will refund you the difference ; or
- if the amount of the incident damage was more than the Damage Loss Liability amount, no further charges will be applied provided Open Road Auto Group recoups the additional costs from Open Road Auto Groups Vehicle insurance policy.

Damage loss liability

This is the amount which you are responsible for if there is any loss, damage or claim of Open Road Auto Group vehicles. This applies for each incident You are responsible for up to the amount set in your Rental Agreement – this does not cover Prohibited Use situations where you will be liable directly for all costs and damages associated per incident. The standard rate for Damage loss liability is \$6900. Up until the Damage Loss Liability is paid and received by Open Road Auto Group you will be liable for all damage costs regardless of type of incident that takes place.

Notwithstanding anything in this clause or any other clause, and irrespective of whether You pay for Damage Loss Liability reduction, You accept that where You have the benefit of Your own insurance cover or any other policy owned or available to You that covers You in respect of the Rental Vehicle under this Agreement, Open Road Auto Group or its insurer will be entitled to seek an indemnity from Your own insurer or other available insurer to the extent that Your cover stands in priority to Open Road Auto Groups own insurance in respect of any claim.

Concluding your lease

Requirements

You must return the Vehicle to the return location by the date and time stated on your Rental Agreement or as otherwise agreed with us in writing, or additional charges may apply.

You must return the Vehicle with a full tank of fuel otherwise you will be charged a Refuelling Fee plus the per litre rate required to refill the vehicle.

Outside operating hours returns

You may return the Vehicle outside opening hours only with Open Road Auto Groups prior agreement in writing, in which case you must:

- park the Vehicle in our car park;

- lock the Vehicle and deposit keys in the designated lock box location – do not give the keys to any person that may or may not appear to be an employee. Only deposit the keys in the lock box;
- remove all of your belongings when you return the vehicle. We are not liable for property left in the vehicle when it is returned. If property is found in the vehicle after you leave, we will take reasonable steps to recover and return lost property to you; and
- You will remain responsible for the Vehicle including any damage until we regain possession of the vehicle.

Variations

Change to time or location: If you want to change the return time or return location or arrange for us to collect the Vehicle, you must call Customer Care at the number provided on the Rental Agreement. Any amendment to the agreed return arrangement is at our discretion to be confirmed in writing and may involve additional charges such as the Return Drive Fee.

Wrong location: if the vehicle is returned to the wrong location without Open Road Auto Group's prior written approval, you may be charged the Return Drive Fee depending on the location where the Vehicle was returned at our sole discretion.

If you fail to return the Vehicle without contacting Open Road Auto Group for approval in writing, you are responsible for our loss, damage, expenses and other fees.

Your rental charges are calculated in 24 hour periods from the time shown on the Rental Agreement. If you return the vehicle late, that is past the agreed time, you enter into a new 24 hour period and will be charged for that and every successive 24 hour period you enter at a current, standard rate.

Charges

We will check the Vehicle on your return and add any additional charges that may arise from your use of the Vehicle, such as for fuel or cleaning fees. We will provide you with a revised invoice on return of the Vehicle if the amount owing is different to the estimate of charges provided at the start of the rental. We will charge your Card on return of your vehicle with the additional amounts set out in the revised invoice.

As some charges can't be finally determined on return such as the fines and tolls we receive relating to your rental or damage to the Vehicle, we may recover these additional charges by charging your Card within 180 days after the Rental Period. We will provide notice to you of these charges by email. If these charges are not paid (e.g. credit

card is rejected or invoice is not paid) within 7 days, you will receive a letter of demand after which Open Road Auto group will seek recovery in court including but not limited to associated legal costs and any debt collection fees.

If you do not pay the amounts due to Open Road Auto Group under your Rental Agreement (including any credit provided to you) in accordance with this Rental Agreement, you will be required to pay interest on the amount outstanding calculated at the rate equal to the NAB standard business overdraft rate plus 2%, any associated legal costs and any associated debt collection fees.

Repossession of the Vehicle

If you fail to return the Vehicle to Open Road Auto Group when required under the Rental Agreement, or if You have had Your Rental Agreement terminated or if You fail to comply with a demand by Open Road Auto Group to You to return the Vehicle, or we suspect you are in violation of any the Terms and Conditions or the Prohibited Uses section:

- Open Road Auto Group may take steps to recover and repossess the Vehicle where and when it is found. You authorise Open Road Auto Group and its employees or companies working on behalf of Open Road Auto Group, to enter any premises owned or occupied by you in order to recover or repossess the vehicle and you agree to make all reasonable efforts to obtain the right for Open Road Auto Group and its employees or companies working on behalf of Open Road Auto Group, to enter any premises to recover and repossess the Vehicle; and/or
- may deem the vehicle stolen and report it stolen. Open Road Auto Group may then de-register the Vehicle and you will be responsible for any and all loss (including third party personal and property damage associated with the Vehicle); and/or
- You will be responsible for the rental charges, loss of or damage to the vehicle (up to the full value of the Vehicle), the Claims Management Fee, External Damage Assessment Fee, any towing and storage charges, loss of rental income, any repossession charges incurred to recover the vehicle and other losses or expenses related to the incident; and/or
- The liability to Open Road Auto Group will not be limited to the Damage Loss Liability amount set in the Rental Agreement. This can also include any associated legal or debt collection costs; and/or

- Open Road Auto Group reserves the right to refuse hire of another Vehicle to You following any incident or accident or where you have breached a condition of this Rental Agreement.

Charges

Charging your card

- You must pay Open Road Auto Group for all charges with a credit, visa/mastercard debit or charge card that is accepted at the pick up location (Card);
- You also authorise Open Road Auto Group to reserve credit or obtain authorisation on the Card for the amount and the expected cost of the rental plus a security bond or other such amount advised at the time of reservation and on your Rental Agreement;
- Open Road Auto Group will not accept a cash deposit on rentals. Even if Open Road Auto Group accepts a cash deposit, Open Road Auto Group may not have sufficient cash at the return location to reimburse you in full. A cheque will be sent within 14 business days of return of the vehicle to the address on the Rental Agreement for any amount repayable to you;
- You authorise Open Road Auto Group to charge the Card that you provided to pay the rental charges and/or for the security bond, with any amount that you owe Open Road Auto Group under the Agreement up to 180 days after the vehicle has been returned. If the Card is not in your name, you guarantee that Open Road Auto Group has the authority to charge the Card under the Agreement.

Interest

Where interest is payable on any outstanding rental charges or other amounts due under the Agreement, this interest will be calculated daily from the next day after the due date up to and including the date of payment at the rate equal to the NAB standard business overdraft rate plus 2%.

Additional Charges

Your Rental Agreement provides an estimate of the charges applicable to your rental. A breakdown of additional charges can be found on Annexure 2 – Fees and Charges. These are due 7 days from invoice date.

Damages

Your responsibility for damage to the Vehicle is set out in this document. This policy covers how we assess and charge for damage and how we deal with any disputes relating to damage assessed.

You are fully liable for all accident damages both to the Open Road Auto Group Vehicle and any third party vehicles, persons and/or property until the full Damage Loss Liability amount for each incident is paid and received by Open Road Auto Group.

Checking the Vehicle

We will provide a summary of any damage on the Vehicle Condition Report (VCR) provided or found on the Rental Agreement at the start of your rental and a link or PDF to the associated photos. You are required to check the condition of the vehicle when you collect it and if there is any discrepancy approach an Open Road Auto Group representative and request that the Vehicle Condition Report be amended or a new report be prepared then signed by both parties.

We will also inspect the Vehicle on your return and complete a Vehicle Incident Report (VIR) to record any new damage, which will not include any fair wear and tear. At peak times you should allow time to complete the inspection of the Vehicle with our staff and agree on any damage. If you don't have time to do this or you return the vehicle when the location is closed, any damage will be assessed in your absence.

Fair wear and tear

This means the same as defined in Annexure 1-Definitions.

Damage assessment and charging

There are three common scenarios:

- Damage – agreed on return. For damage agreed with you on return, we will take the relevant photos, create a Vehicle Incident Report (VIR) and organise a damage cost assessment through a third party.
- Damage – not agreed because you are not present or you are present but disagree with the damage identification. If you are not present on return, our staff will take the relevant photos of the Vehicle, create a Vehicle Incident Report (VIR) and organise a damage cost assessment through a third party.
- Significant damage. If the damage is significant we will create a Vehicle Incident Report (VIR), refer it to our damage assessors for evaluation and organise a cost assessment.

Notification and evidence of damage

We will provide you with the following documents in respect of damage:

- a document detailing the damage to the Vehicle;
- Photos of the damage to the Vehicle;
- the Vehicle Condition Report listing the date and time and any pre-existing damage conducted at the start of your lease;
- the final tax invoice/statement of charges that includes the amount charged for damage to the Vehicle and other fees and losses related to the damage;
- the Vehicle Incident Report (VIR); and
- a damage cost assessment from a repair body shop and/or the invoice for the repairs.

Charging for damage and other items

We will charge your Card with the amount set out in the final tax invoice that we have sent to you within 180 days of the date you returned the Vehicle. If we have charged your Card with an estimated amount or the applicable liability, and the amount of the final invoice is less than the amount charged, we will reimburse you for the difference. Any damage related payments are due within 7 days of the invoice date.

Missing key not returned

In the event you forget to return the key/s when you return the Vehicle, we will attempt to make contact with you. The key/s must be returned to the same location where the Vehicle was returned. We allow 2 hours for you to arrange the return of the key/s otherwise we will class this as a failure to return the vehicle and you will be billed for the key/s replacement cost and/or the period of time until the key is returned.

Damage disputes

Damage claims are unique and resolution time frames for each claim vary as we are required to liaise with outside parties and arrange for the repair of Vehicles. If you wish to dispute our assessment of damage please contact the Customer Care team.

Liability of Open Road Auto Group

Open Road Auto Group is not liable to any person and You indemnify Open Road Auto Group for any loss of, or damage to, any property:

- Stolen from the Vehicle or otherwise lost during the rental; or
- Left in the Vehicle after its return to Open Road Auto Group.

Waiver and Indemnity

You indemnify us from and against all claims, suits, demands, actions, liabilities, costs and expenses (including legal costs and expenses on a full indemnity basis) resulting either directly or indirectly from your leasing of the Vehicle to the full extent permitted by law.

Consumer Rights

All Your rights set out in this Rental Agreement are in addition to Your rights as a consumer under applicable consumer protection legislation, including the Australian Consumer Law.

Your consumer rights are not excluded, modified, or restricted 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 or Territory fair trading authorities.

General Terms and Conditions

- Except to the extent otherwise implied by law, the terms and conditions set out in PART A, PART B, PART C, Annexures and the Vehicle Condition Report as made available to You at the time of execution of this Agreement, constitute the entire agreement between the parties and supersede all prior representations, promises, understandings or agreements, whether oral or written, concerning the subject matter of this Agreement, and may only be modified in writing signed by both parties.
- You warrant that You have provided all relevant information to Open Road Auto Group and that it is true and correct in every particular. You acknowledge that Open Road Auto Group has relied on the accuracy of Your information in deciding to take on the obligations under this Agreement.
- You acknowledge and agree that:
 - (i) this Agreement is an exempt agreement and is NOT regulated by the Consumer Credit Code
 - (ii) Open Road Auto Group may appoint and instruct a Recovery Firm that is a related entity, within the meaning of the Corporations Act 2001 (Cth).
 - (iii) Open Road Auto Group may pay referral fees to third parties in connection with Your hire of the Replacement Vehicle.
 - (iv) Open Road Auto Group does not organise or coordinate nor it is liable or responsible for the repair, storage, movement or disposal of Your Vehicle, unless otherwise agreed.
 - (v) Open Road Auto Group may assign or transfer its rights and/or obligations under this Agreement. In the event of such assignment, You will remain bound by this Agreement.

Notice of Demand

Any written notice or demand required to be given under this Agreement will be sufficiently made:

- If left at Your address as provided to Open Road Auto Group;
- If the notice or demand is posted by prepaid post to Your address as provided to Open Road Auto Group, in which case it will be deemed to have been received by You two Business Days after the date on which the notice or demand was posted;
- If made by facsimile, email, SMS or other electronic form on the numbers or electronic addresses provided to Open Road Auto Group; or
- If the notice or demand is sent electronically, then it will be deemed to have been received by You on the day on which and at the time at which it appears from the notice or demand to

Severance

Any part of this Rental Agreement (including Part A, Part B, Part C and Annexures) shall be severable without affecting any other part of this Agreement.

Dispute Resolution

If You have a complaint or if You wish to dispute any matter relating to Your hire or use of the Rental Vehicle under this Agreement, then You agree that before commencing any legal proceedings You must follow the dispute resolution process set out below.

- In the first instance, you must notify Open Road Auto Group during Business Hours of Your complaint and provide Open Road Auto Group with such information (written or oral) as You may be requested to provide to facilitate proper discussion and consideration of the complaint.
- If Your complaint is not resolved within 15 working days of its notification, then the matter will be referred to mediation that is to take place within 15 days of the referral.
- The Mediator will be as agreed between the parties or, in the event that there is no such Agreement, as selected by the CEO of the Australian Disputes Centre (ADC) LGF, 233 Macquarie Street, Sydney, NSW 2000.
- Unless otherwise agreed, the mediation shall be conducted in accordance with the ADC's standard form Mediation Agreement and Guidelines as published from time to time.
- Each party shall bear its own costs associated with the Mediation and share the Mediator's costs on a 50/50 basis.
- If the complaint is not resolved at Mediation (but only in that event), then either party may then commence legal proceedings with respect to the matter.

Vehicle security

You are responsible for the security of the Vehicle and any accessories provided and should try to minimise the risk of theft or vandalism by parking in a safe place. Always remove valuable items from sight and make sure the Vehicle is locked.

Personal possessions

You are solely responsible for loss or damage to you or your passengers' personal possessions in the Vehicle even if it was not your fault. Your liability will not be limited to the Damage Loss Liability amount. Loss or damage to personal possessions is not covered by Open Road Auto Group.

Privacy

- You acknowledge that Open Road Auto Group will collect Personal Information about You and any Additional Driver, in addition to the Personal Information You provide to Open Road Auto Group.
- You authorise Open Road Auto Group to collect, hold, use and disclose the Personal Information to third parties, including as required by the Privacy Laws. Those third parties may include:
 - (i) tow truck companies in relation to the towing of Your Vehicle and/or the Rental Vehicle;
 - (ii) roads and traffic authorities or toll operators in relation to traffic, parking and toll infringements;
 - (iii) police in relation to any motor vehicle accident involving the Rental Vehicle;
 - (iv) legal practitioners retained in relation to any claim for personal injury.
- You undertake to take reasonable steps to ensure that You, any Additional Driver and any other concerned individual is aware that Open Road Auto Group may collect Personal Information about them and disclose it to third parties, including the third parties listed above.
- You warrant that You have provided the appropriate notifications and procured the necessary consents to allow Open Road Auto Group to collect, hold, use and disclose the Personal Information.
- You consent to Open Road Auto Group obtaining, while there is any obligation outstanding under this Agreement, any address for You that has been provided to any authority holding drivers' licensing or vehicle registration information and, accordingly, authorise and direct any such authority to give address details to Open Road Auto Group, or its authorised agent, immediately upon request.
- You have the right to request access and corrections to Your Personal Information that Open Road Auto Group holds. You also have a right to make a complaint about the way in which Open Road Auto Group manage Your Personal Information. To gain access to, seek correction of, or complain about the handling of Personal Information that Open Road Auto Group holds about You, you may contact Open Road Auto Group by email to customer@openroadauto.com.au

Force Majeure Event

- A Force Majeure Event occurs if Our obligations must be suspended at any time during this Agreement during the time and to the extent that we are prevented from or delayed in complying with that obligation by Force Majeure.
- If we are affected by a Force Majeure Event, we must:
 - (a) as soon as possible after being affected give to You full particulars of the Force Majeure Event and the manner in which the Rental Agreement is prevented or delayed; and
 - (b) promptly and diligently take appropriate action to enable us to perform the obligations prevented or delayed by the Force Majeure Event except that we are not obliged to settle a strike, lockout or other labour difficulty.
- We must use reasonable endeavors to remove or mitigate any Force Majeure Event at the earliest possible time.



ANNEXURES

Privacy Policy for OPEN ROAD AUTO GROUP PTY LTD ABN 22 665 816 231

1. Purpose

- 1.1. Open Road Auto Group recognises the importance of protecting the privacy and the rights of individuals in relation to their personal information.
- 1.2. We respect your rights to privacy under the Australian Privacy Act 1988 (Cth) and the New Zealand Privacy Act 2020 (Privacy Laws). We comply with all Privacy Laws in respect of the collection, management and disclosure of your personal information.
- 1.3. Open Road Auto Group needs to collect personal information from you to rent a vehicle or provide our other services. We collect personal information when you give it to us, such as by telephone, fax, postal mail, email, at the counter, upon completion of an application form or through your use of the Open Road Auto Groups website or mobile App or the use of our products and services.
- 1.4 This Privacy Policy applies only to handling of personal information by Open Road Auto Group.
- 1.5 This policy provides information to customers as to how their personal information is collected and used within Open Road Auto Group, and the circumstances in which we may disclose it to third parties.

2. Procedure

- 2.1. Open Road Auto Group will:
 - a. Provide a copy of this Policy upon request;
 - b. Ensure staff comply with this policy and deal appropriately with inquiries or concern;
 - c. Take such steps as are reasonable in the circumstances to implement practices, procedures and systems to ensure compliance with this Policy and deal with inquiries or complaints; and
 - d. Collect personal information for the primary purpose of managing a customers rental request and provision of those services.

3. Personal Information

Personal information within this Policy means, any opinion or information that can be used to personally identify you. This may include your name, address, telephone number, email address, financial information and profession or occupation. If the information we collect personally identifies you, or you are reasonably identifiable from it, the information will be considered personal information.

When you make a reservation, rent a vehicle or join one of our programs such as a corporate program or our preferred renter program, we collect information to provide you with our great services (for example, renting a vehicle, including performing the vehicle rental contract as set out in our General Conditions of Rental, Location Specific Conditions and Rental Agreement, providing any requested optional extras, taking payment, pre-authorisations and security deposits and providing discounts and offers or other benefits) and for our legitimate business interests (for example, research and development of new products and services, undertaking fraud and security checks and enforcing our legal rights).

- 3.1. If you are a Client or potential Client of our network we may collect the following types of personal information about you:
 - a. Name;
 - b. Mailing or street addresses;
 - c. Age or birth date;
 - d. Email address;
 - e. Telephone number;
 - f. Identification information including drivers licence, passport or other photographic identification;
 - g. Username, password and any personal information that we obtain when you use our website, App, Social media or other platforms including details of your preferences in receiving marketing information and your communication preferences;
 - h. Bank account and/or credit card details and other payment method details;
 - i. Details of the services you have acquired from us or which you have enquired about, together with any additional information necessary to deliver those services and to respond to your enquiries;
 - j. Information about how you use our services;
 - k. Photographic and video content of you in connection with your use of our services;

- l. Sensitive personal information if it is relevant to the services that we provide such as injuries, illnesses, whether you are pregnant and any other relevant health information;
- m. Technical information related to your internet protocol (IP) address used to connect to our website, App or other platforms, information about your visit to our website, App or other platforms, location information that we may collect through our website, App or other platforms and any other personal information from a third party application or application; and
- n. In some Australian States and Territories, we may be required by applicable laws, regulations or codes of conduct to verify your identity before we can provide our services to you. This may involve conducting a 100-point identity check, sighting a form of photographic identity such as drivers license number or passport number.
- o. Special requests and preferences, including:
 - a. your preferences regarding optional extras such as damage waivers and other protections;
 - b. where a delivery or collection service is available, the address where we will drop off or pick up the vehicle and any optional extras you requested; and
- p. Other information that may be required to rent you a vehicle and/or provide you with services.

3.2. Please be aware that, in certain circumstances, where you do not provide personal information, which is required by us, we will not be able to provide the products and services under our contract with you or may not be able to comply with a legal obligation on us. For example when renting a vehicle with us we will require information such as your name, address, payment information and driver's licence. If you fail to provide this information we will be unable to rent a vehicle to you. You will be made aware if this situation arises.

We may also collect some information that is not personal information because it does not identify you or anyone else. For example, we may collect anonymous answers to surveys or aggregated information about how users use our website, App or other platforms.

3.3 Personal information of others, the case that you are making a booking on behalf of yourself and someone else or on behalf of someone else. In both scenarios, we will collect the information of all parties as part of the booking.

In the case where you use Open Road Auto Group to share information with others. This includes partaking in the referral program as described when you use the relevant feature. If you do this, it is your responsibility to inform the other parties that by referring our services to them, you may have shared their personal information, and it is your responsibility to ensure that they have understood and accepted how Open Road Auto Group uses their information (as described in this Privacy Policy).

4. What we do with the Personal Information

- 4.1. Open Road Auto Group will only use and disclose your personal information so we can provide you with the services you have requested as well as for the following directly related secondary purposes:
- a. Managing your account with Open Road Auto Group;
 - b. Provide you with our services and products;
 - c. To improve our products and services;
 - d. Send promotional emails and short message services to you about new products, special offers or other information which we think you may find interesting using the email address or mobile number that you have provided;
 - e. Contact you for market research purposes; and
 - f. To customise the Open Road Auto Group website according to your interests. We may provide your information to our third party partners for marketing promotional purposes provided we first have your consent.
- 4.2. Open Road Auto Group will never sell your information.

5. Links

5.1. The Open Road Auto Group emails, website and social media may contain links to other websites of interest. However, once you used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such websites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

6. Vehicle Data

6.1. Some vehicles you rent from Open Road Auto Group have been manufactured or equipped with on-board devices so as to be connected to the internet (connected car) which allows us to send commands and receive certain information from the vehicle, including geolocation data from a global positioning system (GPS). This data will be collected, and stored by Open Road Auto Group.

7. Photos and Video

7.1. Open Road Auto Group rental locations may be equipped with video security surveillance systems as well as cameras that may record as our vehicles depart/enter our lots and these cameras may take images or photos of you, authorized drivers, and passengers. We may take an image or photo of you and scan your drivers' licence, passport or other identity documents to confirm information you provided Open Road Auto Group.

8. Coverage Products

8.1. In the event that you make a claim under a product, your personal information relating to the claim will be provided to the insurer and any appointed claims handler. We do this to fulfil the terms of our agreement with you and to establish, exercise or defend any associated legal claims.

8.2. The use of your personal information by that insurer will be subject to the terms of that insurer's privacy policy.

9. Renting a Vehicle

9.1. If you have an accident or suffer any loss theft or damage to the vehicle or suffer mechanical failure while renting one of our vehicles, we will collect information regarding such incident including your report of the incident and any police or other third party report including details of those involved, together with the nature of any personal injuries and/or damage to the vehicle and optional extras. We will use this information to perform our contract with you, for our legitimate business interests, for complying with any legal obligations on us and establishing, exercising, or defending legal claims arising as a result of such incident.

9.2. During your rental term we collect where and when you rented the vehicle, where and when you returned the vehicle, coverage preferences, fuel consumption, mileage, accident history and other information related to the vehicle and your use of it. This information is required to provide you with the services you requested under the rental contract or for our legitimate business interests (for example to monitor the usage of our vehicle fleet).

9.3. We will also collect any information about any speeding, parking, toll, or other traffic-related fines that you incur or any traffic offenses that you commit during your rental term where these are provided to us by any law enforcement agency.

9.4. Where you inform us that you have a medical disability that requires an adapted vehicle or other driver's aid, we will use this information in order to provide you with the services requested and where you have given your explicit consent to us using that information.

9.5. When you call us, we may record or monitor the call for quality control, training, or similar purposes.

9.6. We will only use this information for the specific reason for which it is provided. If you believe that one of your contacts has provided us with your personal information and you would like to request that it be removed from our database, please contact customer services on our website.

Annexure 1 - Terms

The Rental Agreement (“Rental Agreement”) between Open Road Auto Group and You is made on the date shown on the Document You have signed in respect of the Vehicle (“Rental Agreement”), and is made up of that Rental Agreement (Part A) and these Terms and Conditions (Part B).

Term	Definition
Account	Means the debit card, credit card or Open Road Auto Group charge account to which Rental Charges are to be debited.
Additional Driver	An additional driver who is noted on the Rental agreement as an Additional Driver.
Authorised Driver	A driver who is noted on the Rental Agreement as an Authorised Driver.
Australian Consumer Law or Consumer Law	Means the Australian Consumer Law set out in Schedule 2 of the Competition and Consumer Act 2010 (cth) as amended or replaced from time to time.
Claim(s)	Means all or any claims, proceedings, actions, rights of action, liabilities, suits, notices, fines and demand.
Code	Means the Australian Finance Industry Association Car Rental Code of Practice.
Damage Loss Liability	This is the amount which you are responsible for any loss or damage of Open Road Auto Group vehicles this applies for each incident you are responsible for up to the amount set in your Rental Agreement – this does not cover Prohibited Use situations where you will be liable directly for all costs and damages associated per incident.
Fair Wear and Tear	Means Fair Wear and Tear described in the Code under the annexure headed “AFIA Fair Wear and Tear Guide – Rental Vehicles” and does not include Damage (as set out in that annexure).
Force Majeure Event	Means any event outside the reasonable control of Open Road Auto Group including acts of God, war, riots, strikes, lock outs, trade disputes, fires, break downs, mechanical failures, interruptions of transport, Government action, lockdown, Pandemic or any other cause whatsoever, whether or not of a like nature to those specified above.
Open Road Auto Group	Refers to Open Road Auto Group Pty Ltd ABN 22 665 816 231.
Professional Fees	Means a fee charged by us and payable by You for the administration work undertaken by us.
“our” or “us” or “we”	Refers to Open Road Auto Group Pty Ltd ABN 22 665 816 231.
Rental Charges	Means the fees, costs, amounts and charges specified on the Rental Agreement.
Rental Document	Means the legally binding contract made between Open Road Auto Group and You or the person hiring the Vehicle and any Authorised Driver ;
Rental Period	Means the period commencing on the date shown on the Rental Document being the date the Agreement is signed and ending on the date that You return the Vehicle to Open Road Auto Group and one of Our staff members have physically received the key/s and the Vehicle and conducted a post hire assessment.
Security Bond or Bond	Is the amount reserved against a customer’s credit card to cover any additional costs associated with the lease of a vehicle. This includes but is not limited to the various fees see Annexure 2 – fees and charges, or Damage loss liability amount.
Unauthorised Driver	A driver who is not noted on the Rental Agreement as an authorised driver or is under the age of 21 or a Foreign licenced driver not noted as an authorised driver on the Rental Agreement or an interstate licence driver not noted as an authorised driver on the Rental Agreement.
Vehicle	Means the vehicle described on the Rental Document (or any substitute vehicle), and includes its parts, components, accessories and contents supplied by Open Road Auto Group.
Vehicle Condition Report (VCR)	Document completed before the commencement of a lease and again at the return of the vehicle back
“You” or “Your” or “Client” or “Driver”	Refers to the person(s) with whom the Rental Agreement is made.

Annexure 2- Fees & charges

Term	Define	Amount
Cleaning Fee	A charge imposed in respect of an excessively dirty vehicle.	\$250
Late Fee	A fee applied for each calendar day that a payment is late calculated as each 24 hour period after the invoice due date.	\$5 / day
Claims Management Fee	Fixed charge to recover our costs for dealing with damage caused to the vehicle.	\$250
Additional Driver Fee	We apply a standard fee for each additional driver added to your rental.	\$250
Infringement Administration Processing Fee	The amount payable for administrative functions Open Road Auto Group undertakes including the payment of, or handling of any claim for, any charges and penalties, such as processing of traffic & parking fines, speeding and traffic infringements.	\$35
Cleaning Administration Fee	A fixed charge to recover our costs if cleaning is performed by third party or specialised cleaners.	\$15
Key Replacement Fee	An additional fee to recoup costs of replacing a key that was not returned within 48hrs of a terminated lease.	Invoice to be provided
External Damages Assessment Fee	Damage assessment fee charged to Open Road Auto Group by an external damage assessor.	\$250
Breaklease Fee	The amount payable for the early termination of a lease. That being a lease terminated before the agreed lease end date.	As per Rental Agreement
Toll Administration Processing Fee	The amount payable for administrative functions Open Road Auto Group undertakes including the payment of, or handling of any claim for charges and penalties related to the use of toll road.	\$40 per monthly invoice
Return Drive Fee	May apply if you return the vehicle to a location different from the start location. Your contract will advise the return location required and is where the 1 hour travel cap for \$250 return driver fee is calculated from. Additional charges will apply for returns outside this travel cap based on actual costs to collect the vehicle including towing or employee time and other expenses.	\$250 for local returns within 1 hour
Refuelling Fee	If you don't fill up the vehicle on return we will charge you a fee to fill the tank ontop of the price for the fuel. The fuel price is at market value for that particular day and time.	\$35
Rental Rate	The daily rental charge noted on the Rental Agreement for each rental week unless otherwise stated in the Rental Agreement or in Additional Terms.	As per Rental Agreement
Kilometre Rate	You may have limited kilometres depending on your contract. If a limit on distance applies, the daily kilometre allowance will be shown on your Rental Agreement and may vary based on the type of vehicle and the rental location. If you exceed this daily allowance, a charge may apply for the distance covered. Distances travelled outside NSW are automatically charged at this rate and are not included in your daily allowance. These are applied based on VMS data.	\$0.3/KM
Card Surcharge	The additional percentage rate charged to a Card by our payment processor.	2.2% of the total charge

Annexure 3 - Contacts

Customer Care: 0477 711 211

Roadside and 24 Hour Assistance: 0477 711 211

Annexure 4 - 100 points of ID

N = Name | P = Photo | A = Address | S= Signature

Tick if included	You must supply at least ONE Primary document Foreign documents must be accompanied by an official translation	Required on document	Points Worth	Points gained
	Primary documents			
	Foreign Passport (current)	N – P	70	
	Australian Passport (current or expired within last 2 years but not cancelled)	N – P	70	
	Australian Citizenship Certificate	N	70	
	Full Birth certificate (not birth certificate extract)	N	70	
	Certificate of Identity issued by the Australian Government to refugees and non Australian citizens for entry to Australia	N	70	
	Australian Driver Licence/Learner's Permit	N – A – P	40	
	Current (Australian) Tertiary Student Identification Card	N – P	40	
	Photo identification card issued for Australian regulatory purposes (e.g. Aviation/ Maritime Security identification, security industry etc.)	N – P	40	
	Government employee ID (Australian Federal/State/Territory)	N – P	40	
	Defence Force Identity Card (with photo or signature)	N – P	40	
	Secondary documents			
	Department of Veterans Affairs (DVA) card	N – A	40	
	Centrelink card (with reference number)	N – A	40	
	Birth Certificate Extract	N	25	
	Birth card (NSW Births, Deaths, Marriages issue only)	N	25	
	Medicare card	N	25	
	Credit card or account card	N	25	
	Australian Marriage certificate (Australian Registry issue only)	N – S	25	
	Decree Nisi / Decree Absolute (Australian Registry issue only)	N – S	25	
	Change of name certificate (Australian Registry issue only)	N – S	25	
	Bank statement (showing transactions)	N – A	25	
	Property lease agreement -current address	N – A	25	
	Taxation assessment notice	N – A	25	
	Australian Mortgage Documents -Current address	N – A	25	
	Rating Authority -Current address eg Land Rates	N – A	25	
	Utility Bill -electricity, gas, telephone -Current address (less than 12 months old)	N – A	20	
	Reference from Indigenous Organisation	N – P	20	
	Documents issued outside Australia (equivalent to Australian documents). Must have official translation attached	N – P	20	
	Total points provided (minimum 100):			

Open Road Auto Group Rental Agreement

Customer Care Phone – 0488 005 009
www.openroadauto.com.au
Open Road Auto Group Pty Ltd

Rental Agreement Number:

ABN 22 665 816 231

This Rental Agreement forms part of the terms and conditions of rental between Open Road Auto Group and the Renter named on this Agreement.

Renter/hirer/driver details

Family Name:

Given Name:

Phone Number:

Address:

Driver's License Number:

Expiry:

DOB (Date of Birth):

Email:

Lease information – Rental Period

Lease start (time/date):

Location out (address):

Lease end (time/date):

Return location (address):

Will there be additional drivers? YES NO *additional info req.*

Authorised Driver 1

Full Name:

License Number:

DOB:

Address:

Authorised Driver 2

Full Name:

License Number:

DOB:

Address:

Each driver must present 100 points of ID

CARD AUTHORISATION FORM

Open Road Auto Group PTY LTD

ABN 226 658 162 31

info@openroadauto.com.au

Sign and complete this form to authorise Open Road Auto Group to make a recurring debit to your credit card, debit card or bank account provided.

By signing this form you give Open Road Auto Group permission to debit your account for the requested amounts indicated below. This is also permission for a recurring transaction during and after your lease end date as per the Rental Agreement.

Recurring Amount:

Bond Amount:

Card Number:

Expiry Date

CCV

Declaration

I, authorise Open Road Auto Group to charge my card above for agreed upon purchases. These payments are for rental vehicle services and related charges. I understand that my card information will be handled in accordance with the ORAG & Square privacy policy.

Signed:

Date:

Fair Wear and Tear Guide – Open Road Auto Group

Bumpers	
<p>Fair Wear and Tear includes:</p> <p>(a) light scuffing or scratches:</p> <p style="margin-left: 20px;">(i) where there is no paint penetration;</p> <p style="margin-left: 20px;">(ii) which are no more than 20 mm in diameter ; and</p> <p style="margin-left: 20px;">(iii) which can be polished out;</p> <p>isolated stone chips up to 2 mm in diameter.</p>	<p>Fair Wear and Tear excludes:</p> <p>(a) any broken paint;</p> <p>(b) multiple scratches of any size;</p> <p>(c) dents of 20 mm in length or more in diameter;</p> <p>(d) any damage to a textured bumper; and</p> <p>multiple stone chips of more than 5 to an isolated area.</p>
Wheels, wheel trims, tyres	
<p>Fair Wear and Tear includes:</p> <p>Light scratches and scuffing up to 20 mm in length.</p>	<p>Fair Wear and Tear excludes:</p> <p>(a) wheel trims or hubcaps that are cracked, broken, missing, mismatched or not the original wheel trim or hubcap;</p> <p>(b) alloy rims for standard vehicles that are cracked, buckled, gouged or mismatched or not the original rim;</p> <p>(c) alloy rims for prestige and collection vehicles if:</p> <p style="margin-left: 20px;">(i) a scuff mark is more than 20 mm in length;</p> <p style="margin-left: 20px;">(ii) the alloy rim is cracked, buckled or gouged ; or</p> <p style="margin-left: 20px;">(iii) the alloy rim is mismatched or not the rim as originally supplied;</p> <p>(d) 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;</p> <p>(e) replacement tyres that differ from those originally supplied.</p>
Keys, accessories and equipment	
<p>Fair Wear and Tear includes:</p> <p>Minor cosmetic damage that does not in any way affect the functionality of the keys, accessories or equipment.</p>	<p>Fair Wear and Tear excludes:</p> <p>(a) loss or damage to keys or remotes;</p> <p>(b) damage caused by incorrect fitting of accessories (snow chains, roof racks);</p> <p>(c) damage to aerials;</p> <p>(d) removal or damage to any item supplied with the vehicle (parcel shelf, tools, spare tyres, wheel trims, hazard triangles, first aid kits, GPS unit).</p>

Fair Wear and Tear Guide – Open Road Auto Group

Dents	
<p>Fair Wear and Tear includes:</p> <p>Dents of no more than 20 mm in diameter (excluding bonnets and roofs) where the paint surface has not been broken and there is no paint removal, paint cracking or flaking.</p>	<p>Fair Wear and Tear excludes:</p> <ul style="list-style-type: none"> (a) dents of any diameter on bonnets, roofs, wheel arches, style lines, door sills or door edges; (b) multiple dents within a specific local area regardless of size; or (c) any damage affecting or penetrating the paintwork.
Stone chips	
<p>Fair Wear and Tear includes:</p> <p>Isolated stone chips to any panel up to 2 mm in diameter.</p>	<p>Fair Wear and Tear excludes:</p> <p>More than 5 stone chips to an isolated area.</p>
Scratches	
<p>Fair Wear and Tear includes:</p> <p>Light scratches:</p> <ul style="list-style-type: none"> (a) not more than 20 mm in length and not more than 1 mm wide; (b) no paint surface penetration; and (c) can be polished out. 	<p>Fair Wear and Tear excludes:</p> <p>Any scratch where the metal, plastic or undercoat is exposed.</p>

Windscreen, windows, lamps and external mirrors
<p>Fair Wear and Tear excludes:</p> <p>Scratches, chipping, cracks, holes or damage to:</p> <ul style="list-style-type: none"> (e) the windscreen; (f) windows; (g) lamps; and (h) external mirror lens, <p>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.</p>

Fair Wear and Tear Guide – Open Road Auto Group

Upholstery, floors, carpets, dashboard, fascia, trim interior and vehicle cleanliness

Fair Wear and Tear **includes** :

- (a) light marks that can be removed by vacuum or general cleaning;
- (b) light scuffing or smears or regular day to day debris that is removable by general cleaning.

Fair Wear and Tear **excludes**:

- (a) any permanent damage caused by harsh or corrosive materials;
- (b) tears, cuts, scratches, holes or burns;
- (c) any damage to the structure, shape or positioning of a seat;
- (d) hair from pets;
- (e) excessive soil, mud or sand (other than from regular day to day use);
- (f) evidence of smoking in the vehicle;
- (g) odours or foreign matter;

stains or marks that cannot be removed by general cleaning or require steam cleaning.