



Your rental terms.

Everything you need to know about your GoCarz rental.

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This summary aims to help you understand what is included or excluded in your rental and the options available to enhance your journey. Please ask our Reservations Team if you need further clarification.

A - Important Information

Prohibited Use

Prohibited Uses that may result in full liability include incurring overhead or undercarriage damage, driving on unsealed roads, failing to safeguard the vehicle, or allowing an unauthorised driver to drive the vehicle. **See Section 10: Prohibited Use** for a comprehensive list of use exclusions.

Return Hires versus One-Way Hires

GoCarz provides the flexibility on one-way and return hires. A **'Return Hire'** is defined as having the pickup location and return location the same.

A **'One-Way Hire'** is defined as having a different return location to the pickup location. This includes one-way hires that cross city and state boundaries (interstate) or where the hirer chooses to return to an alternative location in the same town or city. Due to the added complexity and costs associated with a one-way hire, this booking type can only be processed by calling our Reservations Teams. A request for costs (a quote) can be processed via our website or booking application and our Reservations team will advise of the estimate costs associated with your chosen one-way hire. **Note: one-way bookings cannot be purchased or reserved online.**

Vehicle Damage

You are responsible for any loss or damage to the vehicle (and related losses and fees) during the rental - even if it is not your fault, subject to some exceptions. The maximum amount you must pay is the **Accident Damage Excess (ADE)** per incident. The Accident Damage Excess amount is variable and noted on your hire agreement. You can pre-purchase our optional **GO PROTECT COVER** to reduce this liability.

However, if the loss or damage is caused by Prohibited Use of the vehicle, you are liable for that loss or damage up to the full value of the vehicle and related losses and fees including third party losses. You cannot rely on the ADE or any optional **Go Protect** Cover you may have purchased to reduce this liability.

Personal Possessions

GoCarz is not responsible for any loss or damage to your and your passenger's personal possessions inside the vehicle or being transported in the cargo area of the vehicle, even in the event of an accident, breakdown, or theft of the vehicle; or where the loss or damage is not Your fault. **For this reason, will strongly encourage you to purchase third-party travel insurance to cover you and your valuable possessions,** for the duration of your rental.

Picking Up Your Vehicle

You will need to supply a valid drivers licence, valid for the vehicle type being hired. The name and photograph on the drivers licence must match the hirer details on the rental agreement. You should check the vehicle for damage before you drive away and record any pre-existing damage by taking digital photographs.

Roadside Assistance

We provide basic roadside assistance with vehicles. 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). Optional **GO PROTECT cover** can be purchased to provide you with additional protection. (Conditions apply).

Returning your vehicle

You may incur additional charges if you return the vehicle at a different time or location to that agreed with us or if it is in an excessively dirty or smelly condition. Smoking or Vaping in any of our hire vehicles or hire locations, is prohibited. If the vehicle is returned smelling of smoke or other odors; an extra cleaning fee will be applied.

Out of hours return

If we agree to you returning outside location hours, please be aware that you will be responsible for the vehicle until our staff regain possession of the vehicle when the location re-opens. This includes any traffic or parking fines incurred whilst still in Your possession and any damage or loss incurred.

For full information, please read the Rental Terms in this agreement. You can also refer to our website at www.gocarz.com.au for the Rental Terms and additional details about prices, products, and location information.

What is Included in the Rental rate

This summary aims to help you understand what is included in your hire from GoCarz and the options available to enhance your experience.

Kilometre Allowance. Your Rental Agreement may note that a per kilometer charge is applicable. If a limit on distance applies, the daily kilometer allowance will be shown in your Rental Agreement. If you exceed this daily allowance, a charge may apply for the additional travel distance covered.

Accident Damage Excess. Accident Damage Excess (ADE) is included in the Rental Agreement. Consequently, your liability for loss of or damage to the vehicle and third-party damage is limited to the Accident Damage Excess (ADE) (as shown on the rental agreement) unless there is a Prohibited Use of the vehicle in which case you may be fully liable for any loss or damage, or you have purchased the optional GO PROTECT Cover (GPC). By purchasing GPC you have no damage liability, provided there is no breach of the rental agreement. GO PROTECT Cover, can only be purchased prior to the commencement of the hire.

Standard Roadside Assistance. There is a basic breakdown service included in your rental to cover call outs for mechanical faults and breakdowns where you are not at fault. (Conditions apply). We recommend you consider purchasing the optional **Go Protect Cover**, for added piece of mind.

What is not Included in the Rental rate.

This summary aims to help you understand what is not included in your hire from GoCarz and what other fees and charges could apply at the end of your hire.

Fuel is not included in your Rental Rate. Your Hire Vehicle should be full of fuel at pick up and you are required to return the vehicle full on fuel on your return. In the event the vehicle is not full of fuel at pick up, please let our Reservations Team know as soon as possible. Refueling costs will be charged to Your Card or deducted from your Security Deposit prior to its release, if applicable.

You have the option to add the following items to your rental for an additional charge:

- **Additional Driver:** we will need to see their drivers licence and they must be over 23 years of age.
- **Additional Kilometers:** It is much cheaper to buy additional km driving allowances upfront.
- **Go Protect Cover (GPC).** This can be purchased as an option and can remove your damage excess liability. Provide you with additional Roadside Assistance cover for instances of punctures, flat tyres, lost keys, and windscreen damage.

We do not cover you for:

- **Parking and Traffic fines** you may incur on your trip.
- **Private Parking charges**
- **Road Tolls**

If we receive notices for fines and parking charges during the rental period, we will apply the cost of each toll or fine to your hire account and charge a Processing Fee. These charges will be applied to your Credit or Debit card or deducted from your Security Deposit, prior to its release.

1. Rental Agreement

Your Rental Agreement is the document you sign during the booking process and prior to picking up your vehicle (generally headed "Rental Agreement") which includes a summary of your rental (e.g., length, optional services purchased and an estimate of charges to be paid). 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.
- these Rental Terms and Conditions, and
- any additional terms provided in Annexures 1-5, (the Agreement)

Read Your Rental Agreement carefully. Each Rental Agreement will display charges for a maximum number of days as noted in your Rental Agreement. If your reservation is for longer than this period, please ask the Reservations Team for an extended estimate to understand the full rental charges applicable.

The Agreement is made with:

Response Group Australia Pty Ltd (Trading as GoCarz)

ACN 118 237 415 of 138 Milperra Road, Revesby, NSW 2212, or, if a CoCarz sub-licensee is identified on the Rental Agreement, that sub-licensee (GoCarz, or We, Us, Our).

If the vehicle is provided by Response Group Australia Pty Ltd (Trading as Go with the GoCarz) then the Agreement is governed by the laws of New South Wales Australia or by the laws of the State or Territory in which the relevant GoCarz rental location is situated.

If any term is illegal or unenforceable, that term is severed from the Agreement and the remaining terms continue to apply.

2. Responsibility

Ours:

- We are responsible to you for providing the vehicle in a safe and roadworthy condition and for replacing the vehicle in the event of breakdown (which is not your fault), theft, or accident (unless there is Prohibited Use of the vehicle, or a suitable vehicle is not available).
- 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 (Australian Consumer Law Liability).
- Except for Australian Consumer Law Liability, we will not cover you for indirect or consequential loss, loss of profits or loss of opportunity.
- 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.

Yours (and you are responsible for ensuring authorised drivers comply with the same):

- You must agree to download and use our appointed software application, known as 'Book N Go,' to your mobile phone, as use this application throughout the duration of Your GoCarz hire.
- Provide a credit card or debit card which matches the name of the Hirer and supply the necessary renter identification documents.
- Nominate your hire type as either a) a return hire (returning the vehicle to the same hire location as pick up) or b) a one-way hire (returning your vehicle to an alternative hire location, or in a different town, city or state)
- You must care for, use, and return the vehicle in accordance with the Agreement and pay the amounts due. Additionally, you confirm and agree that all information provided by you, including your contact details, is true and correct.
- You must ensure that you hold a valid license to operate the vehicle rented.
- You must ensure that you comply with all applicable laws and regulations relating to the use of the vehicle.

Please read the Agreement carefully to understand your obligations in full. By renting with Us, you acknowledge that You (and any authorised drivers) have read and understood the Rental Agreement and You agree to be bound by it.

3. Disputes

We aim to resolve all complaints and disputes amicably, within 15 business days. **See Annexure 4** on how to contact our Reservations Team and Customer Service teams.

4. Privacy

When you rent with us, you consent to us collecting (including vehicle tracking - through an In Vehicle Monitoring System), using

and disclosing your personal information in accordance with our Privacy Policy which is available to view at www.GoCarz.com.au/privacypolicy or by contacting our reservations team.

5. Longer Term Rentals

Where your rental is 30 days or longer you will be invoiced at the end of each 30-day period automatically or at any time agreed with GoCarz. Additional funds to cover the cost of your Rental Agreement will be collected for each 30-day period in advance. Each Rental Agreement will only display rental charges in respect of a limited period as noted in the Rental Agreement. If your rental is longer than this period, our Reservations Teams can provide a detailed estimate for the full period upon request.

6. Termination of Rental Agreement

We reserve the right to terminate your Agreement at any time by providing 2 days written or immediate verbal notice if:

- You have not paid an invoice or any other request for payment (whether verbal or in writing) or your Card is declined, or your bank reverses the charges made to your Card and you fail to pay the amount due within 24 hours of being notified by Us that the invoice is outstanding.
- we are required by the police or any other regulatory authority to take possession of the vehicle from you.
- the vehicle is not returned by the agreed return date.
- we reasonably believe you have materially breached, or are likely to materially breach, the Agreement; or
- we have reasonable grounds to believe there has been or likely to be a Prohibited Use of the vehicle.

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.

Any terms of the Agreement that are intended to apply after the termination of the Agreement, will survive including the terms in Damage and Loss.

7. Cancellation

GoCarz may cancel your booking prior to the rental commencing for any reason, including if the allocated vehicle becomes unroadworthy, is deemed to have a safety fault or has not been appropriately cleaned or sanitised. Before a cancellation is necessary, we will:

- offer you an alternative vehicle or similar capacity, or
- where a suitable vehicle is available, upgrade you to a larger vehicle (at the original vehicle selected, daily hire rate, or
- offer you an alternative location to pick up a vehicle of similar capacity or,
- upgrade you to a larger vehicle at an alternative location (at the original vehicle selected, daily hire rate).

Where these alternative options are not accepted by You, and a cancellation is therefore necessary, we will refund you any monies paid and release any security deposit back you. (**See section 9. Security Deposit, for further information**)

Important: GoCarz is not liable for any costs you may incur because of us cancelling the booking due to safety concerns or for relocating your hire to an alternative hire location.

You may cancel Your booking prior to the date and time of the commencement of Your rental, subject to the following conditions:

- For **return rentals**. You may cancel your booking without penalty and any payments made will be refunded to you, up to 48 hours prior to the start of the rental. If Your booking is cancelled within 48 hours of the Start of the Rental or You fail to notify Us of Your intended cancellation prior to the Start of the Rental a \$30 cancellation fee will apply.

8. Charges

You agree to pay the rental rate for the vehicle, compulsory fees, fees for any optional services and other fees that may arise during your rental. Your Rental Agreement shows an estimate of any charges agreed to at the start of the rental for the period indicated in the Rental Agreement (if the charges have not been prepaid). If your rental is for a longer period, the Reservations Team can provide a full estimate on request. You agree to pay those charges and any other fees that arise by the end of the rental period.

Important We collect the amount of your rental on your credit card plus a security bond (amount is shown on your Rental Agreement). The security deposit amount may be refunded upon return of the vehicle. For a further explanation on the Rental Agreement charges, discuss with the Reservation Team prior to pick up or check online at www.GoCarz.com.au

9. Security Deposit (Bond)

GoCarz will apply a Security Deposit to every hire. The amount of the security deposit ranges from \$200 to \$400 (depending on hirer age, vehicle chosen, and hire type) The Security Bond will be charged on Your credit or debit card prior to the start of the Rental, as security for the Rental Charges and other fees and charges incurred during Your rental.

Subject to the terms of this agreement, the Security Bond will be released back into your account at the end of your rental period, less any additional charges incurred during your rental. From the time GoCarz processes the Bond back onto your credit or debit card, your banking institution may take 2 to 5 days to make these funds to be available to you; this period is outside of our control.

10. Prohibited Use

If there is a Prohibited Use of the Vehicle, we may terminate the Agreement and take back the vehicle at any time at your expense. If the Prohibited Use has caused, or contributed to, loss or damage to the vehicle, you are liable for that loss or damage up to the full value of the vehicle and related losses and fees including third party losses as explained in the Damage and Loss section.

Prohibited Uses of the vehicle are:

- You, an authorised driver, or your passengers acted recklessly or with deliberate intent to cause loss or damage to the vehicle:
- the vehicle is damaged in the following ways:
 - the driver caused the vehicle to roll, tip or fall over and this has caused damage to the side and/or roof area of the vehicle.
 - the driver caused undercarriage damage to the vehicle.
 - a person sits or stands on the roof of the vehicle.
 - the driver causes damage above the windscreen line to the front, rear or side of the vehicle including but not limited to damage caused by striking overhead or overhanging objects (such as trees and bridges or entering car parks with insufficient clearance) or securing luggage, skis or other items to the vehicle's roof or Pantech box (if fitted) causing damage.
- repairing a vehicle without our prior written authority. (If GoCarz does permit you to carry out certain repairs, you must obtain an original tax invoice and receipt from the repairer, and upon verification of the same, we will reimburse you in line with your liability noted on your rental agreement.)
- the driver drove the vehicle with a flat tyre, low tyre pressure, ignored a warning light, or put the wrong fuel in the vehicle.
- driving the vehicle while under the influence of any drug, substance, or intoxicating liquor to the extent that 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 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.
- the fitting of objects to the interior or exterior of the vehicle that are not authorised by GoCarz.
- removal of any vehicle signage, labelling or brand marks from the vehicle.
- failing to take reasonable precautions to safeguard the vehicle such as leaving windows open or failing to lock the vehicle.
- the vehicle is used for committing an illegal or unlawful act (other than a traffic offence which does not automatically result in the loss of a drivers' license in the applicable State or Territory).
- the vehicle is used in a manner that, in GoCarz's reasonable opinion, brings Us into disrepute or publicly associates GoCarz with any political, religious, promotional, or activist position.
- the use of the vehicle by a person who was not authorised by GoCarz as the main 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 another contest.
- the vehicle is sub-rented, transferred or sold.
- the vehicle is used to carry passengers (e.g., as a taxi or car sharing, ride share arrangement) unless GoCarz consents in writing,
- 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, or the total load being carried exceeds manufacturers safety limits (including any hazardous materials, such as any gases or substances which may form explosive mixtures); or
- the vehicle is used for towing a trailer or any other vehicle, unless the vehicle has a towbar fitted by GoCarz, and you have prior permission from GoCarz to tow a trailer and provided the weight and dimensions of the item being towed do not exceed the specified towing capacity of the vehicle.
- the vehicle is overloaded with passengers and/or baggage, and/or cargo and exceeds manufacture safety limits.
- 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), or natural disaster which could be reasonably avoided including fire, storm, or cyclone.

- the vehicle is driven in restricted areas, including airport service roads and associated areas, or on a road notified to you as prohibited by GoCarz or off-road (e.g., on fire trails, tracks, fields, or paddocks) (unless specified in writing by Us).
- the vehicle is driven in the following areas:
 - on unsealed roads (except for roads under repair, access roads to recognised camping or accommodation grounds).
 - in the Simpson Desert, on the Strzelecki Track and the Birdsville Track.
 - in Western Australia on the Tanami Track, Gunbarrel Hwy, Gibb River Road and the Bungle Bungles.
 - in Northern Territory on the Oodnadatta Track, the Plenty Highway, Finke Road (between Alice Springs and Oodnadatta).
 - in Queensland on Bourke Development Road from Chillagoe to Normanton, Cape York during the months from December to May inclusive, Savannah Way from Normanton to Borroloola and the Bloomfield Track.
 - in Western Australia on the Canning Stock Route, the Old Gunbarrel Hwy or on the Kalumburu track including but not limited to Mitchell Falls National Park.
 - in Northern Territory at the Lost City in Litchfield Park, Central Arnhem Road, and Arnhem Land in general, or during the dedicated wet season.
 - in Queensland on the Old Telegraph Track section of the road to Cape York, Boggy Hole (Finke Gorge National Park), the Old South Road from Maryvale to Finke and Fraser Island at any time.
 - any other such location or region reasonably specified by GoCarz to you as an area or region which is prohibited.
- The Vehicle is driven anywhere above the snowline between 1 May and 31 October.
- The Vehicle is driven anywhere before Sunrise or after Sunset.

Important: You are responsible for returning the vehicle to the same condition as it was in when we provided it to you, subject to fair wear and tears. Our fair wear and tear guide can be found in **Annexure 3** of this agreement or online at www.gocarz.com.au/fair-wear-and-tear/.

If the vehicle is used for Prohibited Use, you are responsible for any damage or losses up to the full value of the vehicle and other fees, related losses and expenses including towing and 3rd party damage as explained in **Section 17: Damage & Loss** section of this agreement.

Your liability is not limited to the Accident Damage Excess amount, and you lose the benefit of any GO PROTECT Cover you have purchased; and we may terminate the Agreement and take back the vehicle at any time at your expense.

11. Drivers

As the renter You may allow other persons to drive the vehicle if you have checked that the person is over the age of 23, has the license requirements specified in this section, understand You are responsible for any liability incurred whilst they are driving the vehicle (including but not limited to damage and loss); and that they are either:

- a member of your immediate family who is permanently living with you.
- your employer, employee, fellow employee or partner and the rental of the vehicle is for business purposes; or
- a person who is contracted to perform work for you, or your employer, or an employee of a person or entity who is contracted to perform work for you, or your employer, and the rental of the vehicle relates to the performance of work; or
- any other person approved in writing, prior to the rental commencing by Us.

If a driver does not meet the above requirements, they must be added to the rental as an additional driver and must show us their license and renter identification. An Additional Driver Fee is payable.

- You and any person driving the vehicle must be 23 years of age or over (unless approved beforehand in writing by GoCarz) and must hold and present a current driver's license that:
 - is in English or, if not in English, is accompanied by a certified English translation.
 - is valid for driving the vehicle.
 - is not a learner's permit.
 - the driver has held for at least twelve consecutive months; and
 - satisfies any other conditions on the Rental Agreement or in any Additional Terms.
- You and any person driving the vehicle must have signed the Rental Agreement and provided GoCarz with any personal identification requirements as listed in the terms of this Rental Agreement.

12. Renters Identification

All Rentals require prior payment with a valid credit card and driver license both must be in the name of the Hirer, additional identification and payment requirements may apply. Renters will be charged a mandatory Security Deposit at the time of booking.

To establish the renters, address, the renter must provide a valid driver's license which meets the vehicle type being hired and the identification and address match the main renters' details on the hire agreement. We may request further personal identification or proof of residency by way of approved 'proof of address' documentation (refer below) which must be dated within 3 months of the rental.

The Renter must provide a current Driver License, covering the use of the vehicle type hired and two (2) proof of address documents with one being a utility bill or property lease agreement.

Proof of address documentation:

- Property Lease Agreement
- Utility Bill
- Telephone Account
- Letter of Employment
- Official Government Paperwork

Where a company or place of employment is paying for the Rental, a credit or debit card in the name of that company or place of employment will be required. Along with written approval from an approved officer of that company or place of employment, authorising the use of the credit or debit card. The appointed officer must also sign the rental agreement.

13. Picking Up Your Vehicle

The vehicle location and address will be provided to you prior to picking up your vehicle.

Before using your hire vehicle:

- check the vehicle for any signs of existing damage before you drive away and record the condition of the vehicle by taking digital photographs.
- check tyre pressures, fluid levels, and for any warning lights that may be illuminated. Do not drive the vehicle if you have any concerns. Contact our Reservations Team immediately for further help and advice.

14. 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 Prohibited Use.

You agree that we can track and record your location and your use of the vehicle using the VMS, which may include your personal information.

15. 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 charge you the cost of each fine or charge incurred, and the Infringement Administration Processing Fee.

If you incur Toll charges during the rental, we will charge you for each toll charge plus the Toll Processing Fee. These charges will be processed on your Credit or Debit Card or deducted from your Security deposit, prior to its release; as detailed in **Annexure 1 – Charges**, section.

Important 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.

16. Breakdown

Assistance: If you experience any problem with the vehicle due to mechanical failure you agree to stop driving (as soon as practicable), park the vehicle and call our Roadside Assistance Service, and they will arrange help.

You must not re-commence driving the vehicle unless directed to do so by the Roadside Assistance service. You must not move the Vehicle unless this is necessary to prevent further damage to the Vehicle or damage to other property or vehicles.

Cost: 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 flattening the battery, glass, or windscreen damage etc.), you will be responsible to us for the cost of providing roadside assistance and any parts provided, unless you have purchased our optional Go

Protect cover, prior to the hire commencing.

- If the cause of the breakdown cannot be determined as not being your fault, prior to the roadside assistance service attention, you will be charged a call out fee in advance. This charge may be refunded, following confirmation the breakdown was not your fault and you have not breached your rental agreement.
- You must not allow anyone to service or repair the vehicle nor must you attempt to service or repair the vehicle yourself, without our prior permission. Attempting to do so is a serious breach of the rental agreement.

17. Accidents

If you have an accident or if the vehicle is stolen, you agree to co-operate with us in any investigation or subsequent legal proceedings. You must also take the following steps:

- **Notification:** you must inform GoCarz 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 GoCarz as soon as practicable and within 24 hours. If you fail to notify GoCarz within 24 hours and GoCarz incurs additional costs because of the failure to inform, then you may be charged for any additional costs reasonably incurred by Us. Report the accident to the police as soon as you can if anyone has been injured or any property has been damaged.
- **Vehicle Incident Report (VIR):** complete the VIR providing the complete details of your accident or the theft including any third-party information even if there is no damage to the vehicle. The VIR must be completed and signed by you and submitted via email to help@gocarz.com.au. Failure to submit a VIR is a breach of agreement and will void any optional cover protection you may have purchased, including Go Protection Cover.
- **Do Not Admit Fault:** 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.

Important You must provide all information related to the accident within 48 hours of any requests made by GoCarz, including any papers or other documents received by you concerning the accident. You consent to and authorise GoCarz to obtain copies of police witness statements or reports made in relation to the accident or for any police charges against you. GoCarz may exercise reasonable discretion to terminate your rental of the vehicle and the accessories and not provide a replacement if the accident or theft was caused by a Prohibited Use of the vehicle. You agree to pay any Accident Excess payable within 14 days of the Accident occurring.

Important: if the vehicle is lost, stolen or damaged, for each incident you are responsible for:

- the loss or damage to the vehicle
- any towing and storage charges
- loss of rental income; and
- other loss or expenses related to the incident, up to the standard Accident Damage Excess (noted on your rental agreement) per incident.

Important: If the vehicle is lost or damaged because of Prohibited Use, you are responsible for:

- cost of repairs or the full value of the vehicle
- the GoCarz Claims Management Fee and the External Damage Assessment Fee, or Administration Fee
- any towing or storage charges
- loss of rental income and,
- other losses or expenses related to the incident, including third party costs and losses.

If the vehicle is used for Prohibited Use, to the extent allowed under applicable law, your liability will not be limited to the standard Accident Damage Excess (ADE) and our optional Go Protection Cover (GPC) will be voided.

18. Damage and Loss

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

- the damage constitutes fair, wear and tear – <https://gocarz.com.au/fair-wear-and-tear/>
- the loss or damage is directly due to our negligence or willful default 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 section on page 9 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 limit (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.

Calculation of the 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 50% of the then current daily rate of rental of that vehicle.

Optional Go Protection Cover (GPC):

If you have purchased and been approved for the optional Go Protection Cover your liability for loss or damage of the vehicle (and other damages – see above) is capped at \$0 AUD.

19. Consequence of using the vehicle for Prohibited Use

If the vehicle is used for 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. You are also liable for:

- the GoCarz Accident Management Fee and External Damage Assessment Fee if there is damage to the body of the vehicle or the Processing Fees for other types of loss or damage (e.g. cleaning due to smoking in vehicle).
- any towing and storage charges.
- loss of rental income; and
- other losses or expenses related to the incident.
- Your liability to us will not be limited to Standard Accident Excess (ADE), and Excess Reduction Cover (ERC) will not apply to reduce this liability. Other Optional Renter Protection Services you may purchase will not apply to limit your liability.
- You are responsible for any third-party property damage or loss arising from the Prohibited Use of the vehicle and you must indemnify us for any claim made against GoCarz 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. GoCarz may charge any third-party property damage or loss arising from a Prohibited Use to your Card provided at the time of rental.
- if the vehicle is used for a Prohibited Use, we may terminate the Agreement and take the vehicle back at any time at your expense.

20. Calculating and Charging for Damage

If the vehicle is lost, stolen or damaged or a 3rd party is involved in the incident: GoCarz will charge you at the Accident Damage Excess (ADE) level indicated in the Rental Agreement, while investigating the incident and assessing the amount of the Incident Damages.

After the investigation and damage assessment concludes, GoCarz will do one of the following:

- if GoCarz finds that you were not liable for the incident and is able to recover the full amount from the third party then the amount charged on your Card will be refunded; or
- if GoCarz finds that you are liable and:
 - the ADE amount charged on your Card was more than the amount of the Incident Damages, GoCarz will refund you the difference; or
 - if the amount of the Incident Damages was more than the ADE amount charged on your Card, no further charges will be levied.

Vehicle which is damaged and do not involve a third party: where the Vehicle is damaged, and no third party is involved in the incident, GoCarz will notify you (where a valid email address is provided) that a damage incident has been recorded and will commence a damage assessment. After the damage assessment concludes, GoCarz will do one of the following:

- if the assessment determines that you were responsible for the damage then GoCarz will charge your Card (as defined in Annexure 1 (Charges Explained)) with prior notification (where you have provided a valid email address). The amount charged

will be the amount GoCarz has assessed as being the Incident Damages up to the ADE amount stated on your rental agreement.

- if there has been a breach of Prohibited Use which has led to loss or damage, then you will be liable for all costs and damages associated with the incident. This is the position even Go Protection Cover (GPC) has been purchased.

For details on how GoCarz calculates loss or damage to the vehicle and how we will charge you, see Annexure 3 (Damage Policy).

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. You must also comply with our return instructions (see Return below).

Purchase of insurance from third party: If you have purchased excess waiver insurance or similar from a third party to cover your liability to GoCarz, you will remain liable for payment to us irrespective of whether you obtain reimbursement from your insurer.

21. Personal possessions

You are responsible for loss or damage to your or your passengers' personal possessions in the vehicle in the event of an accident, even if it was not your fault. Your liability will not be limited to the standard Accident Damage Excess (ADE).

GoCarz is not responsible for loss or damage to personal possessions caused by mechanical failure, flooding, water ingress, overhead impact, accident, breakdown or for any other reason, and does not provide any cover through any of our optional protection products, including Go Protection Cover (GPC). For this reason, **we strongly recommend the Hirer obtain the necessary third-party personal insurance cover, to protect against the loss of personal items.**

GoCarz is not responsible for any personal possessions left inside the vehicle at the end of the hire period.

22. Return Procedure

Requirements: You must return the vehicle to the return location by the date and time stated in your Rental Agreement in the same condition it was at the start of the rental; fair wear and tear excepted, and:

- ensure the vehicle has been properly cleaned and sanitised, ready for the next hirer.
- the vehicle is returned with a full tank of fuel.
- the key is returned; and all exterior and interior lights are switched off.
- all the driver, passenger and cargo doors are closed, and windows fully raised.
- all personal belongings and all rubbish have been removed from the cabin and cargo area.

Return Location 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 us at the number provided on the Rental Agreement. Any amendment to the agreed return arrangement is at our discretion and may involve additional charges such as the One Way Fee.

Wrong location: if the vehicle is returned to the wrong location without GoCarz's prior written approval, you may be charged the One Way Fee or other charges (depending on where the vehicle was returned).

Outside Operating Hours: You may return the vehicle outside a GoCarz Hire location's operating hours or to alternative locations, with our prior agreement only. Where our approval has been given, you must (in addition to the above):

- Park the vehicle in a safe and designated parking area, as close to the rental location or agreed location (by Us) as possible. You are responsible for any parking costs during this time and until GoCarz takes possession of the keys, when the rental location reopens.
- Complete the return process as outlined in these terms and conditions and via any written or verbal communication from GoCarz representatives..

Important: In the event you forget to return the key when you return the vehicle, we will attempt to contact you if you haven't contacted us prior. The key must be returned to the location where the vehicle was returned or as instructed by Us. We allow 24 hours for you to arrange the return of the key otherwise we will class this as Prohibited Use and you will be billed for the key replacement cost and any other charges associated with its replacement.

Annexure 1 - Charges Explained

Notification: 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 etc.

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 Credit Card on return of your vehicle with the additional amounts set out in the revised invoice or deduct the amount from your Security Deposit before it is released back to you.

As some charges can't be finally determined on return (such as the fines and tolls), we may recover these additional charges by charging your Credit Card up to 90 days after the rental period. We will provide notice to you of these charges by email on request.

If these charges are not paid (e.g., credit card is rejected, or invoice is not paid) for 7 days, you agree that this will be an application by you for credit.

If you do not pay the amounts due to GoCarz under your Rental Agreement (including any credit provided to you) in accordance with this Rental Agreement, you must pay interest calculated at the rate set out in this Rental Agreement.

Important: Your rental charges are calculated in 24-hour periods from the time shown on the Rental Agreement.

If you return the vehicle late you enter a new 24-hour period and will be charged for that and every successive 24-hour period you enter at a current, standard rate. To help you, we typically allow a short 'grace period' to return the vehicle without being charged an extra day, but if you are running late for any reason, please contact our Reservations Team as soon as possible. Returning to a different location may incur the One Way Fee and other charges.

Repossession of the Vehicle

If you fail to return the vehicle to GoCarz when required under the Rental Agreement (other than due to theft or an accident), and if you fail to comply with a demand by us to return the vehicle:

- We, GoCarz may take steps to recover and repossess the vehicle where and when it is found. You authorise GoCarz to enter any premises owned or occupied by you to recover or repossess the vehicle and you agree to make all reasonable efforts to obtain the right for GoCarz to enter any premises to recover and repossess the vehicle; and/or
- May deem the vehicle stolen and report it stolen. GoCarz may then de-register the vehicle and you will be responsible for any & all loss (including third party personal and property damage associated with the vehicle).

You will be responsible for the rental charges, loss of or damage to the vehicle (up to the full value of the vehicle), the GoCarz 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.

This liability to GoCarz will not be limited to the standard Accident Damage Excess (ADE), and the reduced liability under Go Protection Cover will not apply.

Charging Your Card

Please be advised GoCarz does not accept cash for the rental security bond or hire payments. **GoCarz will require a credit card for the rental bond in the name of the Hirer.**

You also authorise GoCarz to reserve credit or obtain an 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.

You authorise GoCarz to charge the Card that you provided to pay the rental charges or for the security bond, with any amount that you owe GoCarz under the Agreement up to 90 days after the vehicle has been returned. If the Card is not in your name, you guarantee that GoCarz has the authority to charge the Credit Card under the Agreement.

Providing Credit

We may provide you with credit under the Agreement by deferring payment of your rental charges for 7 days or more. If we do, we will fall within the definition of a 'credit provider' under the Australian Privacy Act 1988, and the Credit Reporting Code registered under that Act. Depending on who you are and the purpose of your rental arrangement, we may provide you with commercial or consumer credit.

If you do not pay the full balance of rental charges due on your return of the vehicle (for example, because we cannot process the payment on your credit card) you agree that this constitutes an application by you for credit because the payment of this balance will then be deferred by us for at least 7 days. We will notify you of the amount of credit and when payment is due. You agree that on the due date we may process the payment of the full amount on your card.

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 Commonwealth Banking Corporation standard business overdraft rate plus 2%.

Charges

Your Rental Agreement provides an estimate of the charges applicable to your rental for maximum number of days as noted on your Rental Agreement. These charges may typically include the following:

Compulsory Charges

- **Rental Rate:** The daily rental charge noted on the Rental Agreement for each rental day unless otherwise stated in the Rental Agreement or in Additional Terms. The extra hours rate shown on the Rental Agreement is charged for each full or partial hour more than a full Rental Day until the amount reaches the cap on the daily rental charge.

- **Kilometre Rate:** You have limited kilometre travel included in your rental, the amount of which is dependent on your hire type and pick up location. The daily travel allowance will be shown on your Rental Agreement and may vary based on the type of vehicle, type of hire and the rental location. If you exceed this daily allowance, a 37c per KM charge will apply for the extra distance travelled – over and above the daily allowance.
- **Young Driver Surcharge:** will apply if you or any additional driver is under 23 years of age. You will be advised of the surcharge at the time of reservation.
- **Vehicle Registration Fee:** the charge to cover the cost of registration fees for GoCarz vehicles as shown on your Rental Agreement.
- **Credit/Debit Card surcharge** the fee to cover the processing costs for major credit/debit cards as follows:
 - Visa/Mastercard 1.5%
 - Amex 3.5%

Optional Charges

- **Additional Driver charge:** We apply a standard fee of \$10 for each additional driver (over 23 years of age) added to your rental. You will be advised of any additional surcharge young driver surcharge (21-23 years) at the time of reservation.
- **One Way fee:** A \$100 fee will apply if you select a one-way hire or return the vehicle to a location different from the pickup location noted on your rental agreement. You will be advised at the time of reservation if you are permitted to return the vehicle to a different location and if so, any applicable fees.
- **Delivery and Collection fees:** May apply if you request that your vehicle is delivered to or collected from a location other than our approved rental locations or hire pods. You will be advised of the charges at the time of request.
- **Go Protection:** The Rental Agreement will show if our optional Go Protection Cover (GPC) has been accepted or declined by you or are otherwise included in your rate. We also show the standard Accident Damage Cover Excess (ADE) applicable to your rental, if you do not have GPC cover. The standard ADE payable in the event of an accident (subject to the terms and conditions of this rental agreement) is \$2,500 AUD. To reduce your Accident Damage Excess (ADE), you may purchase Go Protection Cover (GPC) at \$49 per day, to remove your Accident Damage Excess liability and to receive premium roadside assistance cover, and unlimited KM travel allowance (subject to the terms and conditions of this Rental Agreement)

Potential Additional Fees

Fuel

- **Refueling fee:** if you don't fill up the vehicle fully on return, we will charge you the price per litre (at the local Service Station) to fill the fuel tank with the manufacturer's recommended fuel type, plus a refueling fee of \$55 to cover the cost of labor and administration.

Vehicle Condition

- **Claims Management Fee:** fixed charge of \$500 to cover our costs for administration and management following damage caused to the vehicle because of an accident.
- **External Damage Assessment Fee** – a fee charged by Us to You when an external assessor is appointed to produce an independent 'assessment of damage'. You will be advised of this fee, when applicable or requested by you.
- **Cleaning Fee** – A charge imposed in respect of an excessively dirty vehicle which requires cleaning beyond GoCarz's standard cleaning practice.
- **Rubbish Disposal Fee** – a fixed charge to recover the costs associated with the disposal of rubbish or items left in the hire vehicle in a safe and environmentally friendly way. This cost varies depending on the items which require disposal and any tipping, recycling fees or storage which may be applicable.

Vehicle Use

- **Tolls,** a fee of \$6 plus the cost of the toll (for each toll charge) will be charged to cover administrative functions GoCarz undertakes including the payment of, or handling of any claim for charges and penalties related to the use of toll road. Such as toll way use.
- **Infringement Administration Fee,** the amount payable for administrative functions GoCarz 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, is charged at \$33 per fine notice.

Where a Statutory Declaration is required to be signed by a Justice of the Peace or equivalent, further charges may apply.

- **Roadside Assistance** – If the driver is proven to be at fault and roadside assistance is required (i.e. vehicle running out of fuel, lights being left on, and battery going flat, requiring a jumpstart etc.) a call out fee of \$199 plus the cost of any parts used by the Roadside Assistance provider will apply.

Additional Rental Days. You may be charged an extra day's rental at the then current rates for each 24-hour period entered following the return time at then current rental rates, although you are allowed a 'grace period' of

- 0 to 59 minutes late: no charge
- 60 to 119 minutes late: 1/2 of daily rental charge for that vehicle
- 120 minutes to one day late: daily rental charge for that vehicle

The Daily rental charge for that vehicle for each additional day (or any part thereof) vehicle is returned late, plus the cost of any optional protection cover such as GPC,

Late Payment

- **Charge of and Interest on Amounts Due:** If you do not pay the amounts due to GoCarz under the Agreement (including any credit provided to you) in accordance with the Agreement, you will be required to pay interest calculated daily from the next day after the due date up to and including the date of payment at the rate equal to Commonwealth Banking Corporation standard business overdraft rate plus 2%. You will also be required to reimburse GoCarz for its expenses and costs incurred in collecting from you the charges payable under the Agreement and in enforcing our rights.

All fees are calculated in accordance with our current rates and subject to final calculation at the end of the rental.

Annexure 2– Damage Policy

Your responsibility for damage to the vehicle is set out in **Section 18, Damage and Loss** of the Rental Terms. This policy covers how we assess and charge for damage and how we deal with any dispute relating to damage assessed.

Checking the vehicle

Please check the condition of the vehicle when you collect it and take date and time stamped condition photographs. This establishes the condition of the vehicle at the time of collection. When the vehicle is returned, another set of photographs are required to show the condition of the vehicle when you return it to Us.

We visually inspect the vehicle on your return for any signs of damage and review your two sets of condition photographs submitted for any new signs of damage, which will not include any fair wear and tear.

Important: Fair Wear and Tear means ‘ordinary wear due to reasonable use’ and includes minor scratches and chips, small dents and normal wear on tyre treads and wiper blades. Review our Fair Wear & Tear policy contained in Annexure 3 of this rental agreement or visit our website at www.GoCarz.com.au/fair-wear-and-tear/ for more detail on what damage goes beyond fair wear and tear.

Damage assessment and charging

There are three (3) common scenarios:

i. Damage – agreed on return.

For damage agreed with you on return, we will take the relevant photos, create a Vehicle Incident Report (VIR), and organize a damage cost assessment through a third party repairer.

ii. 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 team will inspect the vehicle, and review both sets of condition photographs (pick up and return), submitted for any signs of new damage to the vehicle. When GoCarz believes there is new damage, we will create a Vehicle Incident Report (VIR) and organize a damage cost assessment through a third party.

iii. 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.

Important: We aim to deal with damage assessment in a quick and practical way by using a third-party repair assessment system. The damage assessment will ensure that you are accurately charged the relevant damage cost assessment.

Notification and evidence of damage

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

- A system generated letter detailing the damage to the vehicle.
- Photos evidence of the damage to the vehicle
- The Rental Agreement listing the date, time and return location and evidence of the condition of the vehicle at pick up (your photos submitted at the time of collection, or our photos taken prior to the hire commencing).
- The final tax invoice/statement of charges 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 Credit Card with the amount set out in the final tax invoice that we have sent to you within 90 days of the date you returned the vehicle. If we have charged your Credit Card with an estimated amount (or ADE), and the amount of final invoice is less than the amount charged, we will reimburse you for the difference.

Damage disputes

Damage claims are unique and resolution time frames for each claim varies as we are required to liaise with outside parties and arrange repair of vehicles.

If you wish to dispute our assessment of damage, please contact our Claims Team.

Important: If the vehicle has been damaged during your rental, the following sections of the Rental Agreement can be referenced for clarity: **Section 11 – Prohibited Use, Section 17 – Accidents, Section 18 – Damage and Loss and Annexure 3 – Fair Wear & Tear**

Annexure 3 – GoCarz Fair Wear & Tear Policy

At GoCarz, we want your rental experience to be a smooth and enjoyable as possible; and we want to eliminate any nasty surprises when it comes to accidental damage or disputes over fair wear and tear interpretation. Damage caused intentionally or by gross negligence is never fair wear and tear and is excluded from any pre-purchased Go Protection Cover or third-party insurance.

Exterior Dents

Fair Wear & Tear includes

Dents of no more than 25mm in diameter (excluding bonnet and roofs) where the paint surface has not been broken and there is no paint removal, paint cracking or flaking.

Fair Wear & Tear excludes

Hail damage. Dents of any diameter on bonnets, roofs, wheel arches, style lines, door sills or door edges. Multiple dents within a specific local area (regardless of size). Any damage affecting or penetrating the paintwork.

Stone Chips

Fair Wear & Tear includes

Isolated stone chips to any panel up to 2mm in diameter.

Fair Wear & Tear excludes

More than 5 stone chips to an isolated area.

Scratches

Fair Wear & Tear includes

Not more than 25mm in length and not more than 1mm wide, with no paint surface penetration and can be polished out.

Fair Wear & Tear excludes

Any scratch where the metal, plastic or undercoat is exposed.

Bumpers and Trim

Fair Wear & Tear includes

Scratches/Scrapes under the front bumper that are not visible when standing 2 metres back from the vehicle. Or, light scuffing or scratches where there is no paint penetration and which can be polished out. Or isolated stone chips up to 2mm in diameter, or light scratches and scuffing up to 20mm in length.

Fair Wear & Tear excludes

Any broken paint, multiple scratches of any size, dents of 25mm in length or more in diameter and any damage to textured bumper, or more than 5 stone chips to an isolated area.

Wheels, Wheel Trim & Tyres

Fair Wear & Tear includes

Light scratches up to 20mm in length.

Fair Wear & Tear excludes

Wheel trims or hubcaps that are cracked, broken, missing or mismatched, or not the original wheel trim or hub cap. Alloy rims that are cracked, buckled, gouged, or mismatched, or not the original rim.

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. Replacement tyres that differ from those originally supplied.

Windows, Windscreen, Lamps & External Mirrors

Fair Wear & Tear includes

No damage to windows, windscreen, lamps, or external mirrors is fair wear and tear.

Fair Wear & Tear excludes

Scratches, chipping, cracks, holes, or damage to, the windscreen, windows, lamps and external mirror lens and any damage that may affect the roadworthy status of the vehicle; and may subsequently worsen over time from the vehicle continuing to be driven.

Upholstery, Floors, Carpets, Dashboard, Fascia, Trim Interior and Vehicle cleanliness.

Fair Wear & Tear includes

light marks that can be removed by standard vacuuming or cleaning, or light scuffing or smears or regular day to day debris that is removable by standard cleaning.

Fair Wear & Tear excludes

Any general permanent damage caused by harsh or corrosive materials. Tears, cuts, scratches, holes, and burns. Any damage to the structure, shape or positioning of a seat. Hair from pets, excessive soil, mud, or sand (other than from regular day to day use). Evidence of smoking or vaping inside the vehicle, or Odors or foreign matter, stains or marks that cannot be removed by general cleaning – or that require steam cleaning.

Keys, Accessories and Equipment

Fair Wear & Tear includes

Minor cosmetic damage that does not in any way effect the functionality of the keys, accessories, or equipment.

Fair Wear & Tear excludes

Loss or damage to keys and remotes. Damage caused by incorrect fitting of accessories (snow chains, roof racks etc). Damage to aerial, removal or damage to any item supplied with the vehicle, such as parcel shelves, cages, partitions, tools, spare tyres, wheel trims, first aid kits, vehicle monitoring systems, vehicle signage and brand marking etc.

Annexure 4 – Contact Information

If you need to discuss any aspect of your rental or, ultimately, are not happy with your rental experience, you have the following options.

You can contact us via email or via telephone to discuss your concerns with our Reservation Team. If you have any pre-hire concerns or questions about your hire agreement or disagree with any charges or a complaint about your rental, you should contact us at your earliest convenience.

Reservations Team:

Office Hours: 8am to 5pm Monday to Friday and 9am to 4pm on weekends and public holidays

Email: help@GoCarz.com.au

Annexure 5 – Privacy and Credit Notice

Privacy

GoCarz regards customer privacy as an important part of our relationship with our customers, partners, and merchants. We are committed to protecting your privacy and are bound by the *Privacy Act 1988 (as amended)*. Our privacy policy applies to all users and sets out the way in which we collect and use personal and corporate information, and other requirements as set out in the Privacy Law.

When you rent a vehicle with us, we need to collect, store, use and disclose personal information about you to provide the services you request and for related purposes described below. You agree that you have read and understood that we will process your personal information in accordance with our **privacy policy**. Our Privacy policy can be viewed at <https://GoCarz.com.au/privacy-policy/>

We may also collect the personal information of other authorised drivers and passengers and you agree you have the authority to provide GoCarz with their personal information and that you have informed them of this **privacy notice** and the GoCarz will also process their personal information in accordance with its **privacy policy**.

If we provide you with credit, our **Credit Policy** explains how we manage your credit related information (credit information and credit eligibility information) that we collect and hold about you and our Statement of Notifiable Matters explains disclosures we may make in relation to your credit information and certain rights you have. Please read the section below on credit-related information for further details.

If you do not provide us with the personal information this may impact on the service, we can provide you. If you have a privacy concern or query, please email help@GoCarz.com.au

How we collect our personal information

We collect personal information from you when you request our services to rent a vehicle, when you pick up and use a vehicle (through an In Vehicle Monitoring System), when you provide us with your payment details, when you provide us with Renter Identification, if the vehicle is in an accident or is reported lost or stolen, and when you return the vehicle and when you incur charges.

We may take photographs of the vehicle of the vehicle when you pick it up and return it and may operate CCTV cameras at our locations which may include images of you, authorised drivers, and passengers. We may also take a photograph of you person and a photo or photocopy of your (and any authorised drivers) driving licence and other rental identification to confirm the information provided when you request our service to rent a vehicle.

Uses and disclosures of your personal information.

We use your personal information for our legitimate interests and operations in connection with providing vehicle rental and related services including damage monitoring and reporting, responding to accidents and other incidents involving the vehicle, processing payments and charges, debt recovery, fraud prevention, insurance claims and credit management.

We may need to disclose your personal information to our related parties, franchises and agents, insurers, our service providers (including online) to authorities who collect toll charges, fines and other road related charges, to the police on their request, to credit reporting bodies to list commercial credit defaults on their commercial database, to our debt collection agencies and to other parties involved in an accident with the vehicle during the rental period or your Credit/Debit card provider in the event you default payment of any monies owing to GoCarz.

We may disclose your personal information to third parties who are located overseas, including insurance companies and our service providers.

Marketing

We may use and disclose your personal information for marketing purposes. We may with your consent, send you direct marketing by one or more methods (such as by email, text message or by post) depending on what you elect to receive and how, how you engage with us, and the contact details you provide. You can opt-out of receiving direct marketing at any time by following the subscribe function in the message we send or by updating your settings in the Book N Go application.

Privacy complaints

If you have a privacy concern or query, please email us on help@GoCarz.com.au

You have the right to access on request the personal information we hold about you, subject to certain exceptions. You can also ask us to correct that information.

Your credit related information

We may disclose your credit information to credit reporting agencies, including if you default on making overdue payments in connection with consumer credit, we have provided you. We may also disclose your credit information and eligibility information to our debt collectors and other credit providers.

You have the right to access on request the credit-related information we hold about you, subject to certain exceptions. You can

also ask us to correct that information.

Your Consumer Rights

Australian Consumer Law applies to the Rental Contract, and it provides You with rights that are not excluded, restricted or modified by the Rental Contract and any provision in this contract is subject to the specific protections and guarantees in that and any corresponding Federal, State or Territory legislation.