

**CITYGEM INVESTMENTS PTY LTD  
TERMS AND CONDITIONS OF STANDARD  
RENTAL AGREEMENT**

**Effective 7 MAY 2017**

**OUR COMMITMENT TO YOU**

The Citygem Investments Pty Ltd Company is a privately owned Western Australian company which specializes in the rental of vans specifically for Wheel Chair personnel.

**CONSUMER RIGHTS STATEMENT**

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

Your Consumer Rights are not excluded, restricted or modified by this Rental Agreement. You can find out more about Your Consumer Rights from consumer organisations and bodies such as the Australian Competition and Consumer Commission and State/Territory fair trading authorities.

**YOUR FEEDBACK**

We welcome Your feedback. Please tell us where we are going wrong by contacting us through our website ([www.theCompany.com.au](http://www.theCompany.com.au)) at 'Customer Service' or by phone or mail. (We would also like to hear about what we are doing right).

If You have specific issues or concerns please email [gbarnes@iinet.net.au](mailto:gbarnes@iinet.net.au) or phone 0488054533 or 0429160967.

Damage or insurance related issues cannot be allocated a predetermined timeline because of the involvement of external parties over whom we have no time procedural control, but we aim for as prompt a resolution as possible.

**INTERPRETING YOUR RENTAL AGREEMENT**

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

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

'**The Company Insurance Policy**' means a policy of liability insurance held by The Company for Your and an Authorised Driver's liability to a third party for damage to the property of that third party which is caused by the legal use of the Vehicle by You or an Authorised Driver;

'**Authorised Driver**' means:

- an additional driver who signs the Additional Drivers Form or Rental Document;
- Your spouse; or
- Your employer or a fellow employee, if either is engaged in activities that are incidental to Your business duties;

'**The Company**' means The Company Citygem Investments Pty Ltd ABN81806395386.

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

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

'**Excess Reduction**' means the product called 'Excess Reduction' that You may purchase before the rental commences to reduce any excess amount payable;

'**Late Return Charge**' means a charge of \$40 (incl GST) payable by You if You do not return the Vehicle on the date and by the time shown on the Rental Document or an alternative return date and time as agreed with The Company under clause 6.1(a);

'**Loss Damage Waiver**' means the loss damage waiver described on the Rental Document as LDW which reduces Your financial responsibility for loss or damage to the Vehicle to the Excess Amount;

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

'**Overhead Damage**' means damage (excluding hail damage) to the Vehicle above the top of the door seal or the top of the front and back windscreens, or damage to third party property, caused by the Vehicle coming into contact with any thing overhanging or obstructing its path, objects being placed on the roof of the Vehicle, or You or any person standing or sitting on the roof of the Vehicle;

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

'**Rental Period**' means the period commencing on the date shown on the Rental Document and ending on the date that You return the Vehicle to The Company;

'**Roadside Assistance Cover**' means, subject to clause 5.4, the provision of the following services for the payment of the Roadside Assistance Cover fee specified in the Rental Document: refuelling up to 6 litres where You run out of fuel, changing flat tyres, provision of spare keys where You lose the keys to the Vehicle, unlocking the Vehicle when You lock the keys in the Vehicle, and provision of a replacement battery or 'jump start' where You have a flat battery if You leave the lights, air conditioning, entertainment system(s) or other electrical equipment running while the ignition is off.

'**Roadside Assistance Fee**' means a minimum charge of \$198 (incl GST), or such other amount as reasonably determined by The Company having regard to the roadside assistance callout event (for example: a lost key can cost up to \$670 incl GST to replace).

'**Underbody Damage**' means damage to the Vehicle during the Rental Period caused by the Vehicle coming into contact with anything below the bottom of the door seal and the bottom of the front and rear bumper bars where The Company considers, acting reasonably, that the driver of the Vehicle is reasonably at fault for that damage; '**Vehicle**' means the vehicle described on the Rental Document (or any substitute vehicle), and includes its parts, components, keys, remote opening devices, any tag or device for paying electronic tolls, all Accessories and contents supplied by The Company; and

'**You**' or '**Your**' refers to the person(s) with whom the Rental Agreement is made; '**Your Account**' means Your debit card, credit card or The Company charge account to which Your Rental Charges are to be debited.

**DRIVER**

2.1 You agree and acknowledge that:

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

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

**WHERE YOU CAN AND CANNOT DRIVE THE VEHICLE**

3.1 You and any Authorised Driver must only use the Vehicle:

- (a) on a road which is properly formed and constructed as a sealed, metalled or gravel road (unless the Vehicle is a 4 wheel drive Vehicle and in Western Australia where it may only be used on graded, unsealed roads unless approved in writing);

- (b) In Western Australia you and any Authorised Driver must not use the vehicle off road (e.g. on a fire trail, beach, track, grassed area or to cross streams or any other body of water) unless you have authorisation from The Company in writing.
- 3.1 You and any Authorised Driver must not, unless authorised in writing by The Company, drive or take the Vehicle:
- (1) Outside the Western Australia Border
  - (2) to any parts North of Carnarvon;
  - (3) on the Gibb River Road, Cape Leveque Road, Widdjana Gorge, Canning Stock Route, Gunbarrel Highway and Holland Track;
  - (4) On any unsealed roads

## USE OF THE VEHICLE

- 4.1 You and any Authorised Driver must:
- (a) not use, or allow the Vehicle to be used, for any illegal purpose, race, contest or performance test of any kind;
  - (b) not, without The Company's prior written consent, use, or allow the Vehicle to be used, to push anything;
  - (c) not carry, or allow the Vehicle to carry, more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle;
  - (d) not be under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit in the State or Territory in which the Vehicle is driven;
  - (e) not, without The Company's prior written consent, use or allow the Vehicle to be used to carry passengers for payment of any kind;
  - (f) not use the Vehicle when it is damaged or unsafe;
  - (g) provided it is reasonable in the circumstances to do so, not drive the Vehicle after an accident or hitting an object (including an animal) until You have obtained The Company's approval to do so;
  - (h) not use the Vehicle to transport goods, except in compliance with all necessary approvals, permits, licences and government requirements (to be obtained at Your cost) and in accordance with the Manufacturer's Specifications and The Company's recommendations;
  - (i) not smoke within the Vehicle or allow any other person to smoke within the Vehicle at any time;
  - (j) not, without The Company's prior written consent, use the Vehicle to carry any inflammable substance which has a flash point under 22.8°C or any other explosive or corrosive substances;
  - (k) not use the Vehicle for the conveyance or towing of any load unless You have The Company's prior written consent; the load is correctly loaded and secured and not in excess of that for which the Vehicle was manufactured; for towing, the Vehicle is fitted with a tow bar; and the conveyance or towing is undertaken in accordance with the Manufacturer's Specifications and The Company's recommendations; and
  - (l) not use the Vehicle in contravention of any law.
- 4.2 The vehicle is covered by 24hr emergency road side assistance which covers basic break down at no extra cost. Roadside assistance does not cover professional cleaning or odour extraction required because You or another person has been smoking within the Vehicle and for all parking, speeding and traffic infringements in respect of the Vehicle during the Rental Period.

## MAINTENANCE, SECURITY AND SAFETY

- 5.1 You and any Authorised Driver must:
- (a) maintain all of the Vehicle's engine oils and engine coolant levels to the Manufacturer's Specifications, provided that The Company has provided the Vehicle to You with engine oils and engine coolant at levels which reflect the Manufacturer's Specifications;
  - (b) fill the Vehicle with only the fuel type specified in the Manufacturer's Specifications;
  - (c) keep the Vehicle locked when it is unattended and the keys under Your or the Authorised Driver's personal control at all times; and
- comply with all applicable seat belt and child restraint laws
- 5.2 The Company will provide 24 hour roadside assistance for all inherent mechanical faults (as reasonably determined by The Company or its authorised repairer) at no additional cost provided that the fault does not arise as a result of any unauthorised use of the Vehicle in breach of clauses 3 or 4.1 (save, in respect of clause 4.1(l), for minor infractions).

- 5.3 Roadside Assistance Cover does not apply if the Vehicle has been used in breach of clauses 3 or 4.1 or in respect of any additional amount(s) payable under **clause 8.5** (save, in respect of clause 4.1(l), for minor infractions).
- 5.4 You must not have repairs to the Vehicle carried out unless The Company authorises You to do so. The Company requires verification of the cost of repairs for reimbursement and GST purposes. You should obtain an original tax invoice/receipt to assist The Company. The Company will reimburse You for any repairs to the Vehicle authorised by it, provided that the cost of those repairs is verified. To the extent that The Company cannot verify the cost of repairs, The Company will not reimburse You.

## RETURN OF VEHICLE

- 6.1 You must return the Vehicle to The Company:
- (a) to the place, on the date and by the time shown on the Rental Document unless you have informed The Company of a change prior to the return date and The Company has agreed to the change; and
  - (b) in the same condition as it was at the commencement of the Rental Period, fair wear and tear excepted.
- 6.2 If You tell The Company that You wish to return the Vehicle to a location other than that stated on the Rental Document, The Company will advise You of the amount of the 'one-way fee' that You will incur (unless clause 6.5(a) applies to You). If You do not tell The Company in advance, You must pay a 'one-way fee' of up to \$2 per kilometre (depending on the type of Vehicle and the distance travelled) to be determined and paid at the end of the Rental Period. You will also be liable for any Rental Charges calculated under clause 6.4.
- 6.3 Despite clauses 6.1 and 6.2, You must return the Vehicle to a The Company location during normal operating hours.
- 6.4 If:
- (a) You return the Vehicle on a date, or at a time, or to a place other than that shown on the Rental Document; or
  - (b) You do not comply with any special conditions set out in the 'Rates' section on the Rental Document,
- then the rates shown on the Rental Document will not apply and You must pay the rate that in the circumstances is reasonably applicable for the Vehicle for the Rental Period (which is likely to be higher than the rates shown on the Rental Document) plus the Late Return Charge.
- 6.5 The Company may request the immediate return of the Vehicle, or The Company may recover the Vehicle without notice, if:
- (a) the credit limit on Your method of payment would be exceeded by the debiting of the Rental Charges for a requested extension of the rental of the Vehicle or if a 'one-way fee' becomes payable by You;
  - (b) the Rental Period expires without satisfactory arrangements having been made by You with The Company; or
  - (c) The Company reasonably suspects that:
    - (1) the Vehicle may be used for an unlawful purpose;
    - (2) damage to the Vehicle, or injury to persons or property, is likely to occur; or
    - (3) the Vehicle will be involved in an industrial dispute.
- 6.6 If You do not return the Vehicle on the date and by the time shown on the Rental Document (or any extended date or time agreed with The Company) then:
- (a) after written notice to You and if the location of the Vehicle is unknown, The Company may report the Vehicle as stolen to the Police; and
  - (b) You must pay The Company all Rental Charges (including additional Rental Charges) and compensate The Company in accordance with clause 8 for any loss The Company suffers (including all reasonably additional costs The Company incurs in recovering the Vehicle) up to the time that the Vehicle is recovered by The Company.

## FUEL

- 7.1 You must fill the Vehicle only with the fuel type specified in the Manufacturer's Specification. You must pay the Fuel Service amount per litre as set out on the Rental Document. This amount reflects the cost of fuel per litre plus The Company's costs associated with arranging to fill the Vehicle with fuel if the vehicle is returned without a full tank.
- 7.2 For the purpose of clause 7.1 the fuel level of the Vehicle at the time You rent it and at the time You return it to The Company is determined by visual inspection by The Company of the Vehicle's fuel gauge.

## LOSS DAMAGE WAIVER, DAMAGE AND LOSS OF PROPERTY

- 8.1 Subject to this clause 8, You are liable:
- for the loss of, and all damage to, the Vehicle during the Rental Period; and
  - for all damage to the property of any person:
    - which is caused or contributed to by You or any person You allow to drive the Vehicle; or
    - which arises from the use of the Vehicle by You or any person You allow to drive the Vehicle.
- Remember that references to the 'Vehicle' include all of its parts, components, Accessories and contents (see the definitions of 'Vehicle' and 'Accessory' in clause 1).*
- 8.2 Subject to clauses 8.5 and 8.6, The Company waives Your liability under clause 8.1 for damage to, or loss of, the Vehicle and will ensure that You and any Authorised Driver are entitled to be indemnified under the The Company Insurance Policy, if:
- You accept and pay for the Basic Excess waiver option on the Rental Document.
- 8.3 In the event of an unintended collision between the Vehicle and any other object, including another vehicle, during the Rental Period that results in damage to the Vehicle or to the property of any third party, The Company waives Your liability under clause 8.1 and will ensure that You are entitled to be indemnified under The Company Insurance Policy, provided that, The Company agrees that You or an Authorised Driver were not at fault and:
- You and any Authorised Driver hold a current drivers licence;
  - You have provided The Company with any details of the incident that The Company reasonably requests including:
    - the name, residential address, contact phone and licence number of any person involved;
    - the registration numbers of all vehicles involved;
    - an accurate description of the incident and location; and
    - the names of any attending police officers and the stations at which they are based; and
  - You have supplied or The Company has established the name of the insurer of any third party You believe was at fault and The Company reasonably believes that the insurer will pay The Company for the loss or damage.

8.4 If clause 8.3 applies, The Company will debit Your Account with the Excess Amount at the time of loss of, or damage to, the Vehicle.

8.5 **Additional amounts payable: Even if You accept the Basic excess waiver option on the Rental Document, You must always pay to The Company the full amount of the following costs and fees:**

- the cost of repairing any:
  - Overhead Damage or Underbody Damage (including, without limitation, damage which occurs if You drive the Vehicle into a bridge, a tunnel, a tree or the roof or boom gate of a car park; or damage to the exhaust systems, suspension and chassis caused by carelessly driving over gutters or kerbs or driving along poor quality roads at excessive speeds);
  - water damage to the Vehicle caused by total or partial inundation or immersion of the Vehicle in water or exposure of the Vehicle to salt water (including, without limitation, damage which occurs if You drive the Vehicle through floods, creeks or rivers);
  - damage to the Vehicle or to the property of any third party caused by a breach of clause 3, 4.1, 5.1 or 5.5 (save, in respect of clause 4.1(i), for minor infractions);
  - damage to a tyre or an Accessory not attributable to normal wear and tear; and
  - damage to the Vehicle or to the property of any third party caused deliberately or recklessly by You, any other driver of the

- Vehicle or any passenger carried during the Rental Period;
  - the cost of replacing, if lost or stolen, an Accessory; and
  - the cost of any professional cleaning or odour extraction reasonably incurred by The Company because You or another person has been smoking in the Vehicle during the Rental Period in breach of clause 4.1(i);
  - a reasonable administrative fee reflecting the cost of making arrangements for professional cleaning or smoke extraction in clause 8.5(c); and
  - if you have breached the Rental Agreement, a per day loss of revenue fee based on the actual downtime of the Vehicle (or, where the actual downtime of the Vehicle is not known, a reasonable estimate of that downtime), provided that Your breach of the Rental Agreement has caused the downtime of the Vehicle.
- 8.6 (a) For the purposes of this clause 8.6, 'Recovery Costs' means, in relation to the loss, of, or damage to, the Vehicle;
- any appraisal fees actually and reasonably incurred;
  - any towing, storage and recovery costs actually and reasonably incurred; and
  - a reasonable administrative fee reflecting the cost of making arrangements for repairs and towing and other administrative activities.
- 8.7 If clause 8.1, 8.2, or 8.5 applies, You must pay to The Company, or The Company will debit Your Account with, the Excess Amount at the time of loss of, or damage to, the Vehicle pending The Company's assessment of the loss and damage and, if applicable, the repair of the Vehicle, subject to Your right to a refund under clause 8.7(b).
- For the purposes of calculating any refund under clause 8.7(b), The Company will add the Recovery Costs to the amount of the costs of damage and repair to the Vehicle.
  - If clause 8.5 applies, and if the total of the Recovery Costs and the costs and fees that You must pay under clause 8.5 is greater than the Excess Amount (with the difference being the 'Gap Amount'), You must pay to The Company, or The Company may debit Your Account with, the Gap Amount.
- 8.8 (a) Where You are required to pay The Company under this clause 8, the amount You must pay for any loss, damage, repair, cost or fee:
- may be reasonably determined by The Company; and
  - in relation to damage to the Vehicle, is the lesser of the cost of repairs to the Vehicle or the market value of the Vehicle at the time of the damage.
- If the amount determined by The Company and paid by You under this clause 8.7 exceeds the final cost of the loss, damage or repair, The Company will refund the difference to You within a reasonable period of time.
  - The Company will provide details to You of the final cost of the loss, damage or repair on request by You and within a reasonable period of time.



## CLAIMS AND PROCEEDINGS

- 9.1 Where the use of the Vehicle by You, an Authorised Driver, or any other person results in an accident or claim ('Incident'), or where damage or loss is sustained to the Vehicle or the property of any third party, You must ensure that You or any Authorised Driver:
- promptly reports the Incident to the local police (if required by law);
  - promptly reports the Incident in writing to The Company;
  - not, without The Company's prior written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability in relation to the Incident, except to the extent that You are required to provide a statement to the Police;
  - permits the Company or its insurer at its own cost to bring, defend, enforce or settle any legal proceedings against a third party in Your name in relation to the Incident;
  - permits or ensures that the Company may claim in Your name or that of the Authorised Driver under any applicable Substitute Vehicle Insurance, and assist, and cause the Authorised Driver to assist, The Company in making such a claim, including assigning any right to claim under any Substitute Vehicle Insurance to The Company; and
  - completes and furnishes to The Company within a reasonable time any statement, information or assistance which The Company or its insurer may reasonably require, including attending at a lawyer's office and at Court to give evidence.
- 9.2 The Company will meet Your reasonable out-of-pocket expenses in complying with clause 10.1(e) or 10.1(f).
- 9.3 If you do not comply with clause 10.1(b), and the Company is unable to investigate the Incident, The Company will, if it is reasonable to do so, debit all Rental Charges to Your Account pending receipt of Your report about the Incident.

## PAYMENT

- 10.1 At the end of the Rental Period, You must pay The Company:
- all Rental Charges;
  - any amount paid or payable by The Company or You to any person arising out of Your use of the Vehicle or imposed on You or The Company by any government or other competent authority;
  - the replacement cost (as reasonably determined by The Company) for a lost or stolen Accessory; and
  - any amount which You reasonably owe to The Company under the Rental Agreement, in respect of a breach of the Rental Agreement or otherwise. The Company will provide details to You of any amount payable under this clause 11.1.
- 10.2 Each Rental Charge calculated and invoiced to You at the time of the return of the Vehicle is subject to subsequent verification by The Company. If The Company reasonably determines that a Rental Charge should be adjusted, The Company will provide details to You if The Company has Your contact details.
- 10.3 The minimum charge You must pay for the rental of the Vehicle is an amount equivalent to:
- 10.3.1 The applicable total daily rental fee for the period of the rental agreement together with any excess liable as specified in the Rental Agreement.
- 10.4 If You fail to pay any amount due under or in connection with the Rental Agreement within 14 days of the date by which You were required to pay the amount, You must also pay The Company:
- 10.4.1.1 Interest at 10% per annum (compounded daily) on the amount from the expiry of 14 days from the date on which You were required to pay the amount to the date of payment; and
- 10.4.1.2 On and as demanded, The Company's Collection Costs including interest on The Company's Collection Costs calculated in accordance with clause 11.8(a) from the date of demand.

## TERMINATION

- 11.1 Either party may terminate the Rental Agreement at any time if the other party commits a material breach of the Rental Agreement.
- 11.2 Subject to clauses 6.2 to 6.6 (inclusive) and 11.3, You may terminate the Rental Agreement at any time by returning the Vehicle to The Company.

## PROPERTY IN VEHICLE

- 12 Unless The Company or a The Company employee acting in the course of their employment is negligent, or fraudulent, The Company is not liable to any person

for any loss of, or damage to any property:

- left in the Vehicle after its return to The Company; or
- stolen from the Vehicle or otherwise lost during the rental.

## PERSONAL PROPERTY SECURITIES LAW

- 13.1 The following terms have their respective meanings in the Personal Property Securities Act 2009 (Cth) ('PPSA') – **financing statement, interested person, register, proceeds, security agreement and security interest.**
- 13.2 You acknowledge that:
- 13.2.1 by renting the Vehicle from The Company, You may be granting a security interest in the Vehicle (and any proceeds) to The Company, and that this Rental Agreement may constitute a security agreement;
- 13.2.2 any security interest arising under this Rental Agreement attaches to the Vehicle when You obtain possession of the Vehicle and not at any other time; and
- 13.2.3 The Company may perfect its security interest by lodging a financing statement on the PPSA register.
- 13.3 The Company does not need to give You any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and that requirement cannot be excluded.
- 13.4 You must do anything reasonably required by The Company to enable The Company to register its security interest, with the priority it requires, and to maintain the registration.

## Privacy Notice

### CITYGEM INVESTMENTS PTY LTD

We recognise the importance of protecting your personal information. This notice explains how the company protects your privacy and summarises how it collects, uses and discloses personal information about you. For our full Privacy Policy please see [www.theCompany.com.au](http://www.theCompany.com.au) or contact us to request a copy.

This notice applies to personal information we hold about you in Australia only.

### ABOUT THE COMPANY

The Company Citygem Investments Pty Ltd (**THE COMPANY**) is a privately owned company which specializes in the rental of van specifically for wheelchair personnel.

### WHAT PERSONAL INFORMATION DOES THE COMPANY COLLECT ABOUT ME AND HOW DOES IT COLLECT IT?

When you rent a vehicle from The Company, we need to collect certain information from you. The service you use will determine what information we collect from you. That information may include your name, contact details, date of birth, driver's licence number, payment details, referees, company name and employee number.

We may collect information about you from you or through a travel agent, a corporate program, your representatives, one of our partner programs or a credit reporting body. We may also use electronic tools to monitor the location, usage and servicing of your vehicle, including your speed, time, fuel consumption, distances travelled and current and previous locations visited. We are required or authorised to collect some personal information under the Road Traffic Act (WA).

If we are unable to collect your personal information, this may prevent us from providing our services to you or limit our ability to provide you with the level of service that you would normally expect from us.

Where you provide us with personal information about someone else you must have their consent to provide their personal information to us based on this notice.

### HOW IS MY PERSONAL INFORMATION USED OR DISCLOSED BY Citygem Investments Pty Ltd?

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

#### General purposes

We use your personal information to:

- provide the services that you request;
- do all things necessary to administer those services;

- research, develop, manage, protect and improve our services and vehicles;
- communicate with you regarding your vehicle, safety, arrangements with us and other matters;
- investigate, prevent and deal with fraud, unlawful activity and breaches of our agreement with you;
- conduct customer satisfaction surveys and inform you of improvements to our services; and
- maintain and develop our software and other business systems.

## Disclosure to third parties

We may disclose your personal information to third parties around the world including:

- other members of the The Company Group;
- your company or organisation if you use our services under a corporate account;
- one of our program partners if you are a member of their frequent traveller program and you have asked us to send them details of your Rental Agreement with us;
- our contracted service providers (including our market research company, mail house and the other service providers described in our Privacy Policy);
- credit card providers;
- credit reporting agencies (see 'Payment default' below) and fraud checking agencies;
- debt collection agencies, if you default in payment of amounts owed to us;
- councils, government and private organisations responsible for the processing of traffic related infringements or the payment of road and traffic tolls;
- in relation to an accident or claim, insurers, the police and other persons involved in the accident or claim;
- driver licensing authorities; and
- government, regulatory and law enforcement agencies where the disclosure is required or authorised by law.

## Use or disclosure for direct marketing purposes

- We may use and disclose your personal information to offer you products and services provided by the The Company Group. We may also use your personal information to offer you products and services provided by companies participating in The Company partner programs. We may continue to provide these offers to you by email, telephone, fax or any other form of communication until you opt out. You can opt out by indicating your preference on the Rental Document or by contacting us.

## Payment default

If you default in the payment of any rental fees or charges to us, we may give information about you to a credit reporting body for some or all of the following reasons: to obtain a credit report about you; to allow the credit reporting body to create or maintain a credit information file about you; and to list your default and the debt on that credit information file. The information may include information about payment defaults over 60 days in certain circumstances and other information as described in our Privacy Policy.

## WHO CAN I CONTACT FOR FURTHER INFORMATION?

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

By mail: PO Box 1008 Mandurah 6210

By telephone: 0488054533

By e-mail: gbarnes@iinet.net.au

Please see our Privacy Policy for further details about personal information we collect, what we do with it, where we send it, website privacy, the credit reporting bodies we use and your access, correction, complaint and opt-out rights in respect of information held by us and by credit reporting bodies. Last updated 10 March 2014.

## Definitions

'**Authorised Driver**' has the same meaning given to that term in Your Rental Agreement.

'**Authorised Representative**' means an individual who is 18 years or older and who is authorised by You

'**THE COMPANY**' means Citygem Investments Pty Ltd

'**Credit Reporting Agency**' means a corporation that carries on a credit

reporting business.

'**Dishonour Fee**' means:

- (a) in relation to payment by a Nominated Card, a fee of \$1.15;
- (b) in relation to payment by cheque, a fee of \$20.00; and
- (c) in relation to payment by money order, a fee of \$25.00.

'**Fees**' means each of the fees and costs (and any taxes applicable to them) described in clauses 2(a)(iii)-2(a)(v) inclusive of these RMS Terms and Conditions.

'**GST**' has the same meaning as in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

'**Nominated Card**' means a valid credit card or debit card nominated by You as the source of payment for all Tolls and Fees.

'**Nominated Card Holder**' means a person other than You who holds a Nominated Card.

'**Processing Fee**' means in relation to a Transaction Summary delivered:

- (a) by mail, a fee of \$5.00; or
- (b) by email, a fee of \$2.20.

'**Rental Agreement**' means the agreement entered into between You and the Company comprising the document titled 'Barnes Wheel Chair Van Rental Terms and Conditions of Rental' and the Rental Document.

'**Rental Document**' means the document titled 'Rental Document' which You signed in respect of the Vehicle which You have rented from the Company

'**Transaction Summary**' means a summary of the transactions

'**Trip**' means the driving of a Vehicle past a toll collection point.

'**Vehicle**' has the same meaning given to that term in Your Rental Agreement.

'**You**' or '**Your**' refers to the person(s) who have agreed to be bound to these RMS Terms and Conditions and with whom the Rental Agreement is made.

## 2. Interpretation

- (a) Headings are for convenience only and do not affect interpretation. Any use of the singular includes the plural and the converse applies. A gender includes all genders.
- (b) Any reference to 'dollars' and '\$' is to Australian currency.
- (c) The word **includes** in any form is not a word of limitation.
- (d) A reference to a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity.

'**Transaction Summary**' means a summary of the transactions

'**Trip**' means the driving of a Vehicle past a toll collection point.

'**Vehicle**' has the same meaning given to that term in Your Rental Agreement.

## 3. Interpretation

- (a) Headings are for convenience only and do not affect interpretation. Any use of the singular includes the plural and the converse applies. A gender includes all genders.
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**CITYGEM INVESTMENTS PTY LTD**