



Terms and Conditions of Rental

Effective October 2006

OUR COMMITMENT TO YOU

Budget is a global car rental company servicing the car and truck rental needs of the leisure and business traveller. Within Australia we operate in more than 230 Corporate and Licensee owned locations. We are committed to providing you with a high level of customer service and value for money. In particular:

- we provide only current model vehicles;
- our vehicles are serviced and maintained in accordance with manufacturers' recommendations;
- if You consider that Your vehicle has become in any way defective, or if You have any other problem in relation to the service Budget provides, please contact us immediately on our toll free customer hotline number 1800 150 278, option 1 and we will endeavour to provide a solution at no cost to You;
- we respect Your Consumer Rights (as defined below); and
- we welcome Your feedback. Please tell us where we are going wrong by sending us an email through our web site, budget.com.au or by post to P.O. Box 876, Mascot NSW 1460. (We would also like to hear about what we are doing right).

CONSUMER RIGHTS STATEMENT

Your Consumer Rights (as defined below) include the right to receive services from Budget which are rendered with due care and skill. 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.

As indicated in Budgets Commitment Statement above, nothing in this Rental Agreement is intended to reduce or prejudice Your Consumer Rights. See also clause 9.2 (below).

Several provisions of the Rental Agreement expressly refer to **Your Consumer Rights**. These are intended to be reminders to You. The fact that a clause does not include a reference to Your Consumer Rights does not mean that the clause in question affects Your Consumer Rights. Rather, they are simply places where we do not think it is necessary to include a reminder.

INTERPRETING YOUR RENTAL AGREEMENT

1 The Rental Agreement ("**Rental Agreement**") between Budget 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:

"**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;

"**Budget**" means Budget Rent a Car Australia Pty Limited ABN 89 007 348 021 or Budget Rent a Car Operations Pty Limited ABN 55 054 583 925 trading as Budget or, where applicable, an independent Budget Rent a Car System Licensee;

"**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 Budget;

"**Substitute Vehicle Insurance**" means a policy of motor vehicle insurance held by You or an Authorised Driver which covers You or the Authorised Driver while You or the Authorised Driver use the Vehicle as a substitute for the vehicle insured under that policy;

"**Vehicle**" means the vehicle described on the Rental Document (or any substitute vehicle), and includes its parts, components, accessories and contents supplied by Budget;

"**You**" or "**Your**" refers to the person(s) with whom the Rental Agreement is made.

"**Your Consumer Rights**" means Your rights as a consumer under applicable consumer protection legislation, including the Trade Practices Act 1974 (Cth), which cannot be excluded, restricted or modified by this Rental Agreement.

DRIVER

- 2 You agree and acknowledge that:
- (a) only You or an Authorised Driver will drive the Vehicle; and
 - (b) You and any Authorised Driver are currently licensed to drive the Vehicle and have been so licensed for a period of 12 months or longer (excluding any time under a learner's permit or a provisional licence).

WHERE YOU CAN AND CANNOT DRIVE THE VEHICLE

- 3.1 You and any Authorised Driver must only use the Vehicle on a road, which is properly formed and constructed as a sealed, metalled or gravel road.
- 3.2 You and any Authorised Driver must **not**, unless authorised in writing by Budget, drive or take the Vehicle:
- (a) to Kangaroo Island, Fraser Island, Stradbroke Islands or Moreton Island;
 - (b) into or out of the Northern Territory, Tasmania or to any points in Western Australia north of Carnarvon;
 - (c) in Queensland:
 - (1) Highway No.27: Beyond Chillagoe in a Westerly direction;
 - (2) Highway No1: Beyond Normanton in a Southerly direction and no further North than Karumba;
 - (3) If the vehicle is a Passenger vehicle or truck, beyond Cooktown to the North or Lakeland to the West and no further north than Cape Tribulation on the coast road;
 - (4) On the coast Road from Helenvale to Cape Tribulation, or from Laura to Lakeland, unless the vehicle is a Group W, 4WD;
 - (d) above the snow line in Tasmania, New South Wales and Victoria (being Jindabyne in New South Wales and Bright in Victoria) from the beginning of June until the end of September;
 - (e) in the Northern Territory and Western Australia, outside any city limits between dusk and dawn;
 - (f) on beaches or through streams, dams, rivers or floodwaters.

USE OF THE VEHICLE

- 4.1 You and any Authorised Driver must:
- (a) not allow the Vehicle to be used for any illegal purpose, race, contest or performance test of any kind;
 - (b) not allow the Vehicle to be used to tow or push anything, unless authorised by Budget;
 - (c) not carry more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle, or carry a greater load than that for which it was built;
 - (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 allow the Vehicle to be used to carry passengers for payment of any kind;
 - (f) not use the Vehicle when it is damaged or unsafe;
 - (g) not 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 Vehicle manufacturer's and Budget's recommendations;
 - (h) not use the Vehicle for the conveyance or towing of any load which is incorrectly loaded or secured or is in excess of that for which the Vehicle was constructed;
 - (i) not, without Budget'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; and
 - (j) not use the Vehicle in contravention of any law.

4.2 You must pay for any unauthorised repairs to the Vehicle and for all parking 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, as set out in the Vehicle's operations manual located in the glove box;
 - (b) keep the Vehicle locked and the keys under Your or the Authorised Driver's personal control at all times; and
 - (c) comply with any applicable seat belt and child restraint laws.
- 5.2 You must not have repairs to the Vehicle carried out unless Budget authorises You to do so. Budget requires verification of the cost of repairs for audit and GST purposes. You should obtain an original tax invoice/receipt to assist Budget. Budget 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 Budget cannot verify the cost of repairs, Budget will not reimburse You.

RETURN OF VEHICLE

- 6.1 You must return the Vehicle to Budget:
- (a) to the place, on the date and by the time shown on the Rental Document;
 - (b) in the same condition as it was at the commencement of the Rental Period, fair wear and tear excepted.

6.2 If You return the Vehicle to a location other than that shown on the Rental Document, a “one-way fee” of up to \$2 per kilometre (depending on the nature of the Vehicle and the distance involved) may apply. If a “one-way fee” applies, You must pay it at the end of the Rental Period.

6.3 You must return the Vehicle to a Budget location during normal business hours. If You return the Vehicle later than the time shown on the Rental Document, You must pay all additional rental charges.

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) any special conditions set out in the “Rates” section on the Rental Document are breached,

the rates shown on the Rental Document will not apply and You must pay the Budget standard rate for the Vehicle for the Rental Period.

6.5 Budget may request the immediate return of the Vehicle, or Budget may re-take the Vehicle without notice, if Budget reasonably suspects that:

- (a) You have breached a term or condition of the Rental Agreement;
- (b) damage to the Vehicle, or injury to persons or property is likely to occur; or
- (c) the Vehicle will be involved in an industrial dispute; and
- (d) The Vehicle may be used for an unlawful purpose;

You must also pay Budget any cost it incurs as well as all costs and charges under the Rental Agreement for the period up to return/repossession of the Vehicle.

FUEL

7 If You do not select the Prepaid Fuel Option (where available), and You return the Vehicle with less fuel than it had when You rented it, You must pay the Fuel Service Charge per litre as set out on the Rental Document.

LOSS DAMAGE WAIVER, DAMAGE AND LOSS OF PROPERTY

8.1 Subject to this clause 8, You are liable:

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

This clause 8 does not apply to any damage or loss for which Budget is liable to You under this Rental Agreement.

Remember that references to the “Vehicle” include all of its parts, components, accessories and contents (see the definition of “Vehicle” in clause 1).

8.2 Subject to clause 8.3, if:

- (a) You accept the Loss Damage Waiver option on the Rental Document at the commencement of the Rental Period (or it is included in Your rate); and
- (b) where applicable, You pay the excess shown on the Rental Document for each separate event involving damage to or loss of the Vehicle or for each separate event involving damage to the property of any third party which is caused by the use of the Vehicle by You or an Authorised Driver,

Budget:

- (a) waives Your liability under clause 8.1 for damage to the Vehicle or loss of the Vehicle; and
- (b) will ensure that You and any Authorised Driver are entitled to be indemnified under a policy of liability insurance provided by a registered insurer for You and an Authorised Driver’s legal liability to a third party for damage to the property of that third party which is caused by the use of the Vehicle by You or an Authorised Driver.

8.3 Subject to Your Consumer Rights, You must always pay, and clause 8.2 does not cover:

- (a) the excess shown on the Rental Document if there is damage to or loss of the Vehicle or if there is damage to the property of any third party;
- (b) the cost of rectifying any tyre damage not attributable to normal wear and tear;
- (c) the cost of repairing any damage caused deliberately or recklessly by:
 - (i) You;
 - (ii) any other driver of the Vehicle; or
 - (iii) any passenger carried during the Rental Period;
- (d) the cost of repairing any damage to the Vehicle or to third party property caused by You using, or permitting the Vehicle to be used, in any area prohibited by the Rental Agreement;
- (e) the cost of repairing any damage to the Vehicle or to third party property caused by contact between the Vehicle and anything overhanging the roadway or the Vehicle; or
- (f) the cost of repairing any water damage to the Vehicle or any underbody damage, and any resulting damage from that underbody damage, to the Vehicle.

8.4 Where you are required to pay Budget under this clause 8, the amount You must pay for any damage or repair that may be reasonably determined by Budget and includes:

- (a) the cost of repairs to the Vehicle or the market value of the Vehicle at the time of the loss or damage, whichever is the lesser;
- (b) appraisal fees;
- (c) towing, storage and recovery costs;
- (d) a reasonable administrative fee reflecting the cost of making arrangements for repairs and towing and other administrative activities; and
- (e) a per day loss of use fee based on the estimated downtime of the Vehicle.

If the amount determined by Budget and paid by You under this clause 8.4 exceeds the final cost of the damage or repair, Budget will refund the difference to You.

LIABILITY OF BUDGET

9.1 Unless Budget or a Budget employee acting in the course of their employment is negligent, and subject to Your Consumer Rights, Budget is not liable to any person, and You indemnify Budget for any loss of or damage to, any property:

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

9.2 Neither clause 9.1 nor any other provision of the Rental Agreement affects Your Consumer Rights.

CLAIMS AND PROCEEDINGS

10 Where the use of the Vehicle by You, an Authorised Driver, or any other person results in an accident or claim, or where damage or loss is sustained to the Vehicle or any third party property, You and/or any Authorised Driver must:

- (a) promptly report such incident to the local police;
- (b) promptly report such incident in writing to Budget;
- (c) not, without Budget’s written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability;
- (d) permit Budget or its insurer at its own cost to bring, defend, enforce or settle any legal proceedings against a third party in Your name;
- (e) permit or ensure that Budget 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, Budget in making such a claim, including assigning any right to claim under any Substitute Vehicle Insurance to Budget;
- (f) complete and furnish to Budget within a reasonable time any statement, information or assistance which Budget or its insurer may reasonably require, including attending at a lawyer’s office and at Court to give evidence.

Budget will meet Your reasonable out-of-pocket expenses in complying with clause 10(e) or 10(f).

PAYMENT

11.1 At the end of the Rental Period, You must pay Budget on demand:

- (a) all charges specified on the Rental Document and all charges payable under the Rental Agreement;
- (b) any amount paid or payable by Budget or You to any person arising out of Your use of the Vehicle or imposed on You or Budget by any governmental or other competent authority (such as speeding, parking and traffic fines); and
- (c) any amount for which You are liable to Budget under the Rental Agreement, in respect of a breach of the Rental Agreement or otherwise. Budget will provide details to You of any amount payable under this clause 11.1 (c).

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

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

11.3 Distance charges are measured from the Vehicle’s odometer.

11.4 You authorise Budget to charge all moneys payable to Budget under the Rental Agreement to Your credit card or charge account.

11.5 Budget will pay, within a reasonable time, any refund due to You by such method as Budget may reasonably choose.

TERMINATION

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

12.2 You may terminate the Rental Agreement at any time for any other reason.

12.3 If the Rental Agreement is terminated early for any reason other than a breach by Budget, You agree to pay rentals charges that reflect the actual duration of the rental. Such charges may be higher than those that apply for a longer rental period.



Privacy Policy

BUDGET RENT a CAR AUSTRALIA PTY LTD PRIVACY POLICY

We at Budget Rent a Car Australia recognise the importance of protecting your personal information.

The Commonwealth *Privacy Act* 1988 (**Privacy Act**) regulates the handling of personal information (for example, name and address details) by Australian private sector organisations. This policy explains how Budget Rent a Car Australia protects your privacy and summarises how we collect, use and disclose personal information that you might provide us.

When you make an application to use our service, you consent to us using and disclosing your personal information consistent with this policy. Please refer to the section in this policy titled "What you consent and agree to".

This policy is applicable to personal information that we hold about you in Australia. Because Budget (as to which see below) operates a vehicle rental system in many countries, your personal information will also be held in and accessible by Budget staff or franchise and licensee operators located in other countries. This privacy policy does not apply to information held by Budget outside Australia. Some of the countries that Budget operates in have privacy or data protection laws for private sector organisations similar to the law in Australia, other countries that Budget operates in do not.

In this policy we also explain how you can contact us if you have a query about any personal information that Budget Rent a Car Australia may be holding about you.

We recommend that you take the time to read this privacy policy and retain it for future reference.

ABOUT BUDGET

"Budget Rent a Car" is the trading name of Budget Rent a Car Australia Pty Limited ABN 89 007 348 021 which is a subsidiary of Budget Rent a Car System, Inc., located in the United States.

Budget Rent a Car System, Inc., its subsidiaries and related companies operate one of the world's best known general-use car and truck rental companies, with over 1,800 locations in the United States, Canada, Latin America, Caribbean, Australia and New Zealand.

Budget Rent a Car System, Inc. has marketing arrangements with Zodiac Europe Limited, a separately owned UK-based company trading as Budget Rent a Car through owning or franchising additional locations in Europe, the Middle East, and Africa.

WHAT PERSONAL INFORMATION DOES BUDGET RENT A CAR AUSTRALIA COLLECT ABOUT ME AND HOW DOES IT COLLECT IT?

When you rent a vehicle from Budget Rent a Car Australia, we need to collect certain information from you. The service that you use will determine exactly what information we collect from you. That information may include your:

- name;
- address;
- contact telephone number(s);
- contact facsimile number(s);
- date of birth;
- drivers licence number;
- frequent traveller program number;
- vehicle preference;
- credit card number and expiry date;
- e-mail address;
- company name and employee number; and
- contact details of individuals who can provide professional references.

In certain circumstances, we may collect sensitive information about you. For example, we may collect information about your membership of a professional association in order to provide you with the correct discount for our services. Sensitive information under the Privacy Act includes information about an individual's membership of a professional or trade association. We will only collect sensitive information about you with your consent or otherwise in accordance with the law.

We will also record information about where you collected the vehicle and the date, time and location of its return.

HOW WE COLLECT THE INFORMATION WILL DEPEND ON HOW YOU USE OUR SERVICES

We may collect information directly from you by telephone, fax, e-mail, over the counter, your completion of an application or enrolment form, or through our Internet based service. We may also collect information about you indirectly through a travel agent, a corporate program or through one of our partner programs.

You can choose not to provide some of your personal details but this may prevent us from providing our services to you or limit our ability to provide you with the level of service that you would normally expect from us.

THE USE OF COOKIES

We may send cookies (pieces of programming) to your computer when you visit our site. Cookies can be stored on your hard drive (persistent cookies) or in memory (session cookies). Cookies enable us to enhance the web offerings to you and to optimise your online experience. We will not collect any of your personal information with our cookies.

Persistent cookies identify pages accessed and provide personalised features, for example choosing which page you would like to make your start page. They are used to help us develop the design and layout of the web site, improve applications and measure their effectiveness.

Session cookies are used for security purposes as part of our customer identification process. These cookies allow you to be recognised once you have logged in and provide you with confidential access to your rental records.

We may also allow third parties to collect statistical data from our site using their persistent cookies. However these cookies do not capture information that can personally identify you. They are simply used to measure the effectiveness of our site.

HOW IS MY PERSONAL INFORMATION USED OR DISCLOSED BY BUDGET RENT a CAR AUSTRALIA?

We strive to ensure a stress-free rental experience and we are dedicated to building a rewarding and lasting relationship with every customer. In order to provide the level of service we believe you expect from us, we may use and disclose your personal information for the following purposes:

GENERAL PURPOSES

We use your personal information to:

- provide the services that you request;
 - do all things necessary to administer those services;
 - research, develop, manage, protect and improve our services;
 - conduct customer satisfaction surveys and inform you of any improvements that we have made to our services; and
 - maintain and develop our software and other business systems.
- We may disclose your personal information to other related and non-related organisations including:
- Budget Rent a Car System, Inc., Zodiac Europe Limited, doing business as Budget Rent a Car EMEA and franchises or licensees of Budget;
 - your company or organisation if you use our services under a corporate account;
 - to 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 and our mail house);
 - credit card providers;
 - credit reporting and fraud checking agencies;
 - debt collection agencies, in the event of your default in payment of monies owed to us;
 - city councils and government or private organisations responsible for the processing or handling of traffic related infringements;
 - 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 Budget Rent a Car Australia, Budget Rent a Car System, Inc., Zodiac Europe Ltd, and franchisees or licensees of Budget. We may also use (but not disclose) your personal information to offer you products and services provided by companies participating in Budget Rent a Car partner programs.

You can choose not to allow us to use or disclose your personal information for direct marketing purposes by indicating your preference on the rental document or by contacting us (see "Whom can I contact for further information?" below).

DISCLOSURES OUTSIDE OF AUSTRALIA

When you provide us with your personal information, we will enter your details into the centralised Budget databases, which are located and maintained in the United States. Depending on how you use our services, your personal information may be accessed by Budget personnel, as well as franchisees and licensees of Budget located in other countries. Some of the countries that we operate in have privacy or data protection laws with general application to the private sector, other countries, including the United States, do not.

HOW DOES BUDGET RENT A CAR AUSTRALIA PROTECT MY INFORMATION?

We take reasonable steps to protect all of the personal information we hold from misuse and loss and from unauthorised access, modification or disclosure. This protection applies in relation to information stored in both electronic and hard copy form.

CAN I ACCESS PERSONAL INFORMATION THAT BUDGET RENT A CAR AUSTRALIA HOLDS ABOUT ME?

You may access any personal information that we hold about you subject to certain exceptions. We will normally provide access without charge unless you request access to a large volume of information or we have to access our archived records to obtain the information. In these circumstances, we may impose a fee to recover our reasonable costs. Details of how to contact us are set out below.

TELL US IF WE NEED TO UPDATE YOUR PERSONAL INFORMATION OR PREFERENCES

If you believe that any of the information that we hold about you is not current or incomplete, please let us know and we will update your details. We take reasonable steps to ensure that we hold current information about you but it is very helpful if you can pass on to us any changes to your personal details or preferences. Details of how to contact us are set out below.

WHOM CAN I CONTACT FOR FURTHER INFORMATION?

If you have any questions about how we handle your personal information or if you believe that we have handled your personal information inappropriately, you can contact us in any of the following ways:

By mail: The Privacy Officer
Budget Rent a Car Australia Pty Ltd
Level 2
15 Bourke Road
Mascot NSW 2020

By fax: The Privacy Officer
Budget Rent a Car Australia Pty Ltd
Facsimile no: 02 9353 9017

By telephone: The Privacy Officer
Budget Rent a Car Australia Pty Ltd
Telephone no: 02 9578 1000

By e-mail: custserv@budget.com.au

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

WHAT YOU CONSENT AND AGREE TO

When you provide us with your personal information you consent and agree to our use and disclosure of your personal information in accordance with this policy including, in particular to:

- our use and disclosure of that information in order to provide the service you have requested and for any other compatible purpose including the management, protection and development of our business;
- the disclosure of your personal information to entities located outside of Australia. This may include disclosure to Budget Rent a Car System, Inc. located in the United States, Zodiac Europe Ltd and franchisees or licensees of Budget, our service providers and program partner organisations. You should understand that once your information is held outside of Australia it may not receive the same level of protection that the Privacy Act requires; and
- our use and disclosure of your personal information for direct marketing purposes. If you do not wish us to use or disclose your personal information for direct marketing purposes, you can indicate your preference on the rental document or by contacting us (as to which see above).

CHANGES TO THIS POLICY

This is our current privacy policy outlining our personal information management practices. It replaces any other privacy policy published by us to date.

We may vary this policy at any time. To obtain an up to date copy of the policy, please contact Budget Rent a Car Australia (see "Whom can I contact for further information?" above) or visit our website www.budget.com.au.

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