

NATIONWIDE MANAGEMENT SOLUTIONS PTY LTD

t/as NATIONWIDE CAR RENTALS

TERMS AND CONDITIONS

1. REPLACEMENT VEHICLE HIRE INFORMATION

By agreeing to this service offered by Nationwide Management Solutions Pty Ltd t/as Nationwide Car Rentals ('NCR'), you acknowledge and agree;

- 1.1 the replacement rental vehicle is not a 'Free or Courtesy' car;
- 1.2 NCR will be pursuing a recovery from the at fault driver's insurance company for the payment of the vehicle rental hire costs and related charges;
- 1.3 the replacement rental vehicle has been hired to you on the basis that you are the 'Not at Fault' owner or agent of the owner of the damaged vehicle in the collision and you have been truthful and honest in disclosing all the relevant facts regarding the accident;
- 1.4 you have a demonstrable need for the replacement vehicle with no other reasonable options;
- 1.5 you have been given the option to reduce the at fault accident rental excess by nominating the at fault insurance company to pay the daily excess reduction rates as specified in 3.4;
- 1.6 you will promptly provide all relevant documents to NCR on request, which may include
 - Current drivers' licences for both the owner of the damaged vehicle and the driver;
 - Current registration and any insurance certificates for the damaged motor vehicle;
 - Current valid driver's licence of any other nominated driver on the rental agreement;
 - Current valid credit/debit card;
- 1.7 to notify NCR immediately if your damaged vehicle is moved from one repairer to another or assessed as a total loss and otherwise keep NCR apprised of the status;
- 1.8 you will return the hire vehicle within 30 days or whichever date is sooner immediately
 - on completion of repairs to your vehicle,
 - on receipt of total loss funds or within 14 days from commencement of the rental regardless of any settlement or payment.

2. REPLACEMENT VEHICLE HIRE OPERATION

By operating this service offered by NCR you acknowledge and agree that;

- 2.1 you are responsible for all fuel costs while operating the rental vehicle and which must be returned with fuel no less than the level at the beginning of the hire period. This fuel level is recorded on the rental agreement. A \$20.00 re-fuel fee together the cost of the replacement fuel will be payable to NCR in the event the rental vehicle is returned with a fuel less than the level at the hire commencement;
- 2.2 'no smoking' or 'uncaged pets' are allowed in the hire vehicle. A breach shall result in a \$100.00 cleaning fee if there is any evidence of smoking or uncaged pets in the vehicle;
- 2.3 the hire vehicle must be returned in a reasonably clean condition. A cleaning fee no less than \$40 will be payable if the vehicle is not returned in a reasonably clean condition;
- 2.4 you shall use the vehicle lawfully and carefully and strictly abide by the Road Safety Road Rules 2017 (Victoria) and you will take all reasonable care in maintaining the condition of the vehicle;
- 2.5 Save without written prior agreement, the rental vehicle may only be driven within a radius of no more than 200km of the rental pick up address and on bitumen public roads. It's prohibited to use the vehicle off road, on bush tracks or on beaches. Any breach of these restrictions, and you'll be liable for ALL damage to the vehicle and will not be provided with a replacement vehicle;
- 2.6 you are responsible for all usage and compliance costs while operating the vehicle including road tolls, traffic infringements and parking fines. A \$25.00 administration fee from NCR for processing every notice for any of these items will be applicable together the impost itself;
- 2.7 you will notify NCR immediately if the vehicle is damaged or breaks down. Do not arrange to have the vehicle moved unless authorised by NCR to do so;
- 2.8 Any breaches and additional charges referred to above in paragraphs 2.1 to 2.6 will be payable to NCR and charged to the supplied credit/debit card without further notice from NCR.

3. REPLACEMENT VEHICLE ACCIDENT DAMAGE/INSURANCE COVER AND EXCESS

If any damage occurs to the NCR vehicle during your rental, you acknowledge and agree that;

- 3.1 you will report all damage, when it is immediately safe to do so, by either emailing admin@nmsco.com.au or calling 0499 982 743 and reporting the details to NCR;
- 3.2 in the event of any accident with another vehicle or other property you will use your best endeavours to secure and provide to NCR;
- the name, address and telephone numbers of both the other driver and vehicle owner
 - a copy of the front and rear of the other driver's licence
 - the other driver's insurance company's name
 - photographs of the other driver's vehicle's registration number and accident damage
 - full contact details of any witnesses
- 3.3 in the event of any accident and the responsible driver neglects or refuses to provide to you the full name, address and telephone numbers of the driver and vehicle owner, you shall immediately report the breach to the Victoria Police and provide to NCR details as to the collision report and police officers details;
- 3.3 you and all authorised drivers;
- Hold a valid and current licence for the class of vehicle being hired under this agreement
 - Have not had any insurance declined, an insurance policy cancelled or had special conditions imposed by an insurance company in the last five (5) years
 - Have not been convicted of an alcohol or drug related traffic offence or had a licence suspended or cancelled in the last five (5) years
 - Does not suffer from any physical or medical condition that may interfere with their ability to control and drive the vehicle
- 3.4 if you are at fault for any accidental damage, there is a standard excess of \$2000 for regular hatches, sedans and SUVs and \$3500 for all prestige and commercial vehicles. You may agree to reduce this excess by NCR seeking to recover from the at fault other driver's insurance company, a daily excess reduction charge as set out in the table below;

	Driver over 25 years with 5 years plus driver's experience excess reduction to \$500	Driver under 25 years or less 5 years driver's experience excess reduction to \$800
Regular hatches, sedans & SUVs	\$24.95/day	\$34.95/day
Prestige & commercial vehicles	\$34.95/day	\$44.95/day

- 3.5 if you are at fault and the repair total for the damage value is less than the reduced excess, you will pay this amount to NCR within seven (7) days of returning the vehicle. If not paid within this time, the amount will be charged to the supplied credit/debit card without further notice from YouDrive.

4. REPLACEMENT VEHICLE DISCLAIMER INFORMATION

By signing the rental agreement, you acknowledge and agree that;

- 4.1 you authorise NCR to recover as your agent in your name all reasonable costs associated with this hire vehicle, including retaining a law firm, if necessary, to act and litigate on your behalf;
- 4.2 if you as the owner of the damaged vehicle are registered for GST, to the extent only that you are entitled to any input tax credits on the supply, you must pay the GST component of the total hire invoice however you should be entitled to a matching credit and not be out of pocket. This GST amount must be paid within seven (7) days of returning the vehicle or will be charged to the supplied credit/debit card;
- 4.3 all otherwise outstanding monies owing on this vehicle hire is to be paid directly to NCR;
- 4.4 you must contact NCR IMMEDIATELY if an insurer or representative of the other driver attempts to contact you regarding the hire or payment of any outstanding amount for the hire, and must not receipt any purported payment received directly and alert NCR forthwith;
- 4.5 you will not sign any release or documents from an at fault other driver's insurance company regarding the vehicle hire or do anything to prejudice NCR's interest without first disclosing

such information to NCR and without their written consent . A breach will inevitably result in you being responsible for all associated costs that NCR may incur endeavouring to recover such amounts.

- 4.6 NCR may terminate the hire at any time, if we reasonably believe that you have breached the terms and conditions. If you are in breach, you must pay the cost of any repossession, outstanding hire costs and any other reasonable charges associated with terminating the hire due to your negligence.

5. YOUR PRIVACY AND PERSONAL INFORMATION

NCR is committed to providing quality services to you and this policy outlines our ongoing obligations to you in respect of how we manage your Personal Information.

We collect your Personal Information for the primary purpose of providing our services to you and providing information to the other driver's representatives. NCR will only release information to the other driver's representatives that is strictly relevant and necessary.

Your Personal Information is stored in a manner that reasonably protects in from misuse and loss from unauthorised access, modification or disclosure. When your Personal Information is no longer needed for the purpose for which it was obtained, we will take reasonable steps to destroy or permanently de-identify your Personal Information.

NCR's commitment to you and your promise to NCR
NCR strives to deliver its service to you without any ultimate direct financial exposure, except for standards adds on and any breaches and will exhaust attempts to have paid all legally recoverable costs from the at fault other driver's insurance company. If negotiations with the at fault other party are not successful, NCR may be required to commence legal proceedings, in your name, against the at fault party to recover these costs. This will require your co-operation with NCR and its lawyers. Your promise to NCR is to simply assist and cooperate in this process by being responsive, supplying requested paperwork, addressing queries and not to undermine NCR's interests by communicating with the other party or signing any documents. Your assistance to NCR may need to include, in some cases the swearing of affidavits and in rare cases attending Court to give evidence of the accident details. If you fully co-operate with NCR and its lawyers, this process and associated legal costs will be entirely funded and or recovered from the at fault other driver's insurance by NCR. You will also be reimbursed, for your provable and certified losses and time, if you are required to attend Court.