

LINK DRIVE AUSTRALIA

VEHICLE RENTAL AGREEMENT

Vehicle Rental Terms & Conditions

Link Drive Australia
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VERSION INFORMATION

Version: 2.0
Effective Date: 01 July 2026

This Rental Agreement applies to all rentals commencing on or after the Effective Date above and supersedes any previous versions.

IMPORTANT NOTICE

This Rental Agreement governs the rental of vehicles from Link Drive Australia.

Customers must read this Agreement carefully before entering into a rental.

If you do not understand any part of this Agreement, please contact Link Drive Customer Support before proceeding.

Nothing in this Rental Agreement excludes, restricts, or modifies any consumer guarantee or right that cannot be excluded under the **Australian Consumer Law**.

ELECTRONIC ACCEPTANCE

This Rental Agreement may be accepted electronically through:

- online booking systems
- electronic signature
- digital acknowledgement
- other electronic acceptance methods

Electronic acceptance is legally binding.

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SECTION 1 – DEFINITIONS & INTERPRETATION

Key definitions used throughout this Agreement.

Agreement

means this Rental Agreement including all appendices.

Company

means Link Drive Australia.

Renter

means the person or entity entering into the rental.

Vehicle

means the motor vehicle provided by Link Drive including keys and accessories.

Rental Period

means the period from vehicle collection to vehicle return.

Authorised Driver

means the renter and any driver approved and listed on the rental agreement.

Fair Wear and Tear

means reasonable deterioration caused by normal use.

Incident

means any accident, theft, damage or event affecting the vehicle.

Overhead Damage

means damage above the windscreen level including roof damage.

Underbody Damage

means damage to the underside of the vehicle.

Excess

means the maximum financial liability per incident.

SECTION 2 – RENTAL PERIOD & EXTENSIONS

The Rental Period begins when the vehicle is collected and ends when the vehicle is returned.

Extensions must be approved before the scheduled return time.

Failure to obtain approval may result in late return charges or unauthorised use.

Early return does not guarantee a refund unless required by law.

SECTION 3 – DRIVERS & DRIVER ELIGIBILITY

Only authorised drivers may operate the vehicle.

All drivers must:

- be at least 25 years old
- hold a valid driver licence
- have held a licence for at least 36 months.

The renter is responsible for all drivers using the vehicle.

Use by an unauthorised driver may void protection.

SECTION 4 – USE OF VEHICLE

The vehicle must be used lawfully and responsibly.

The renter must:

- secure the vehicle when unattended
- keep keys under personal control
- prevent misuse or damage.

The vehicle must not be used in an unsafe or reckless manner.

SECTION 5 – PROHIBITED USE

The vehicle must not be used for:

- rideshare services
- passenger transport for reward
- food delivery or courier services
- racing or driver training
- towing vehicles
- off-road driving
- illegal activities
- driving through floodwater.

Prohibited use may void protection.

SECTION 6 – VEHICLE TRACKING & TELEMATICS

Vehicles may be equipped with GPS tracking or telematics systems.

These systems may collect vehicle location and operational data.

Such information may be used for:

- vehicle recovery
- theft prevention
- accident investigation
- operational safety.

Tampering with tracking systems is prohibited.

SECTION 7 – DAMAGE & LIABILITY

The renter is responsible for damage occurring during the rental period.

Damage may include:

- body damage
- glass damage
- wheel damage
- interior damage
- accessory damage.

Repair costs may include labour, parts, materials and associated costs.

Loss of Use charges may apply where the vehicle is unavailable for rental.

SECTION 8 – EXCLUSIONS & DAMAGE TYPES

The renter remains liable for damage including:

- Overhead Damage
- Underbody Damage
- Damage caused by prohibited use

Damage caused by unauthorised drivers
Damage caused by negligence.

Protection products do not apply to excluded damage.

SECTION 9 – INSURANCE, PROTECTION & EXCESS

All rentals include Standard Protection.

Standard Protection limits liability to the applicable Excess per incident.

Optional protection products may reduce the Excess.

Protection products are not insurance policies.

SECTION 10 – FEES, CHARGES & SECURITY BOND

The renter is responsible for charges including:

- rental charges
- excess amounts
- cleaning fees
- damage repairs
- tolls and fines
- administration fees
- downtime or loss of use.

A security bond may be pre-authorized.

The bond may be used for any amounts payable under this Agreement.

SECTION 11 – VEHICLE CONDITION, CLEANING & RETURN

Vehicles are provided clean and roadworthy.

The renter must return the vehicle:

- clean
- with the same fuel level
- at the agreed location and time.

Cleaning fees may apply for excessive dirt, odours, or contamination.

Smoking inside the vehicle is prohibited.

SECTION 12 – ACCIDENTS, INCIDENTS & REPORTING

The renter must notify Link Drive as soon as practicable after any accident.

The renter must:

- ensure safety
- obtain third-party details
- not admit fault
- follow instructions from Link Drive.

Failure to report incidents may affect protection.

SECTION 13 – ROADSIDE ASSISTANCE

Roadside assistance may be available for mechanical breakdowns.

Roadside assistance does not apply to incidents caused by:

- misuse
- prohibited use
- driver negligence.

Repairs or towing must not be arranged without approval.

SECTION 14 – VEHICLE RECOVERY

Link Drive may recover the vehicle where:

- the rental period has expired
- the agreement is breached
- the vehicle is at risk.

Recovery costs may be charged to the renter.

SECTION 15 – PRIVACY & DATA

Vehicle data may be collected through telematics systems.

Information may be used for operational purposes in accordance with privacy laws.

SECTION 16 – GENERAL TERMS

This Agreement is governed by the laws of New South Wales, Australia.

This Agreement represents the entire agreement between the parties.

If any provision is invalid, the remaining provisions remain valid.

Variations must be made in writing.

APPENDIX A – FEES & CHARGES

This Appendix forms part of the Rental Agreement.

1. General

The Renter is responsible for all fees and charges arising from the rental of the Vehicle, to the extent permitted by law and in accordance with the Rental Agreement.

Fees and charges may arise during or after the Rental Period.

2. Types of Fees and Charges

Without limitation, charges may include:

- rental charges and approved rental extensions
 - the applicable Excess per Incident
 - cleaning fees where applicable
 - repair and damage assessment costs
 - towing, recovery or roadside assistance charges not covered by the Agreement
 - toll road charges
 - traffic fines or infringement notices
 - administration fees
 - downtime or Loss of Use charges
 - key replacement costs
 - any other costs arising from breach of the Rental Agreement.
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3. Cleaning Fees

Cleaning fees may apply where the Vehicle is returned requiring cleaning beyond fair wear and tear.

Examples include:

- excessive mud or sand
- smoking or vaping odours
- pet hair contamination
- food or drink spillage
- biohazard contamination.

Cleaning fees will be determined by Link Drive acting reasonably.

4. Tolls and Traffic Infringements

The Renter is responsible for all toll road charges incurred during the Rental Period.

Where Link Drive receives a toll or infringement notice:

- the amount may be charged to the Renter
 - an administration fee may apply.
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5. Loss of Use

Where the Vehicle is unavailable for rental due to damage attributable to the Renter, Link Drive may charge Loss of Use or Downtime costs.

Loss of Use is calculated based on the reasonable daily rental rate for the vehicle class.

6. Authority to Debit

The Renter authorises Link Drive to debit the Security Bond or any payment method provided for any charges payable under the Rental Agreement.

Charges may be processed during or after the Rental Period.

APPENDIX B – PROTECTION & EXCESS

This Appendix outlines the protection arrangements available during the rental.

1. Standard Protection

All rentals include Standard Protection.

Standard Protection limits the Renter's liability to the applicable Excess per Incident.

However:

- exclusions apply
 - protection does not apply in all circumstances.
-

2. Excess

An Excess is payable per Incident.

The Excess may apply even where:

- the Renter is not at fault
 - a third party is involved
 - damage appears minor.
-

3. Optional Protection Products

Optional protection products may be offered including:

Excess Reduction
Premium Protection

These products may reduce the Excess amount but do not remove all liability.

Protection products are not insurance policies.

4. Exclusions

Protection does not apply to damage caused by:

- prohibited use
 - breach of the Rental Agreement
 - unauthorised drivers
 - negligent or reckless driving
 - failure to report incidents.
-

APPENDIX C – PROHIBITED USE

The Vehicle must not be used in any of the following circumstances.

1. Commercial Passenger Transport

The Vehicle must not be used for:

- ridesharing services
- ride-hailing platforms
- passenger transport for reward.

Examples include Uber, DiDi, Ola and similar services.

2. Delivery Services

The Vehicle must not be used for:

- food delivery
 - courier services
 - parcel delivery
 - on-demand delivery platforms.
-

3. Off-Road Driving

The Vehicle must not be driven:

- on unsealed roads
- on beaches or sand
- on fire trails
- on off-road tracks.

Unless approved in writing by Link Drive.

4. Unsafe Driving

The Vehicle must not be used for:

- racing
 - speed testing
 - driver training
 - stunt driving.
-

5. Floodwater

Driving through floodwater or water crossings is prohibited.

6. Towing

The Vehicle must not be used to tow vehicles or trailers unless approved by Link Drive.

7. Illegal Use

The Vehicle must not be used for unlawful purposes.

APPENDIX D – ACCIDENTS & INCIDENT PROCEDURES

This Appendix outlines procedures following accidents or incidents.

1. Definition

An Incident includes any accident, damage, theft, or event affecting the Vehicle.

2. Immediate Safety

The Renter must:

- ensure safety
 - contact emergency services where required.
-

3. Notification

Link Drive must be notified as soon as practicable.

4. Information Collection

The Renter should obtain the following where possible:

- driver name
 - contact details
 - driver licence details
 - vehicle registration
 - insurance information.
-

5. Cooperation

The Renter must cooperate with investigations and claims processes.

6. No Admission of Fault

The Renter must not admit fault or liability.

7. No Repairs Without Approval

Repairs or towing must not be arranged without approval from Link Drive.

APPENDIX E – OPTIONAL PROTECTION PRODUCTS

Optional protection products may be available to reduce financial exposure.

1. Excess Reduction

Reduces the applicable Excess amount.

A daily fee applies.

2. Premium Protection

Provides the lowest available Excess.

May include additional protection for tyres or windscreen where stated.

3. Key Conditions

Optional protection:

- must be selected before or at pickup
 - applies for the entire rental period
 - does not remove duty of care.
-

4. Exclusions

Optional protection does not cover:

- prohibited use
- unauthorised drivers
- breaches of the Rental Agreement
- mechanical failure not caused by an incident.

APPENDIX F – CANCELLATION & NO-SHOW POLICY

Cancellation requests must be submitted via email or booking platform.

Cancellation Fees

More than 48 hours before pickup
No charge

24–48 hours before pickup
One day rental charge

Less than 24 hours before pickup
Two days rental charge

After scheduled pickup
No-Show

No-Show

A booking is considered a No-Show where:

- the customer fails to arrive
- no cancellation notice is provided.

A No-Show fee of up to two days rental charge may apply.

APPENDIX G – ADDITIONAL DRIVERS & CHILD PASSENGERS

Additional Drivers

Additional drivers must:

- meet eligibility requirements
- be declared before driving
- be listed on the rental agreement.

Additional driver fee may apply.

Child Passengers

Child restraints must comply with Australian road safety laws.

The renter is responsible for correct installation and use.

APPENDIX H – DRIVER ELIGIBILITY REQUIREMENTS

Minimum Age

All drivers must be at least **25 years old**.

Licence Requirements

Drivers must hold a:

- full unrestricted licence
- licence valid for the entire Rental Period.

Learner or provisional licences are not accepted.

Overseas Licences

Overseas licences must:

- be valid
- be in English or accompanied by translation.

Link Drive may refuse licences where validity cannot be verified.

APPENDIX I – DAMAGE ASSESSMENT GUIDE

This Appendix forms part of the Rental Agreement and must be read together with the Rental Agreement.

This guide explains how vehicle damage may be assessed following the return of a rental vehicle.

The examples below are provided for general guidance only.

In the event of any inconsistency, the **Rental Agreement prevails**.

1. Fair Wear and Tear

Fair wear and tear refers to minor deterioration caused by normal and lawful use of the vehicle.

Examples of fair wear and tear may include:

- minor stone chips
- small surface scratches
- normal tyre wear
- light interior marks from normal use.

Fair wear and tear does not include damage caused by impact, negligence, misuse, or accidents.

Damage beyond fair wear and tear may result in repair charges.

2. Types of Vehicle Damage

Damage may include, but is not limited to:

- body panel damage
- bumper damage
- glass damage
- wheel or tyre damage
- interior damage
- accessory damage
- underbody damage
- overhead damage.

Damage may result from accidents, impacts, improper use, or failure to exercise reasonable care.

3. Body and Exterior Damage

Exterior damage may include:

- dents
- deep scratches
- cracked panels
- broken trim components
- damaged mirrors.

Damage caused by impact with other vehicles, objects, or structures may require repair or replacement.

4. Overhead Damage

Overhead damage refers to damage above the windscreen or roofline of the vehicle.

Examples include:

- contact with car park height barriers
- impact with low structures
- damage caused by tree branches
- objects placed on the roof of the vehicle.

Overhead damage is often caused by entering car parks or structures with insufficient clearance.

Overhead damage is excluded from protection products and the renter may be fully liable for repair costs.

5. Underbody Damage

Underbody damage refers to damage to the underside of the vehicle.

Examples include damage to:

- suspension components
- exhaust system
- chassis

- engine sump
- undercarriage.

Underbody damage may occur from:

- driving over kerbs
- hitting road obstacles
- off-road driving
- driving on unsealed or rough surfaces.

Underbody damage is excluded from protection products.

6. Tyre and Wheel Damage

Tyre and wheel damage may include:

- punctured tyres
- damaged sidewalls
- bent rims
- cracked alloy wheels.

Common causes include:

- striking kerbs
- driving over sharp objects
- improper driving conditions.

The renter may be responsible for the cost of tyre repair or replacement.

7. Glass Damage

Glass damage may include:

- cracked windscreens
- broken windows
- damaged mirrors
- stone chip damage.

Minor stone chips may occur during normal driving.

However, larger cracks or broken glass may require replacement.

8. Interior Damage

Interior damage includes damage inside the vehicle such as:

- torn seats
- stains
- burns
- broken interior components
- strong odours.

Smoking or vaping inside the vehicle is prohibited.

Where interior restoration is required, cleaning or repair costs may apply.

9. Cleaning Requirements

Vehicles should be returned in reasonably clean condition.

Cleaning charges may apply where the vehicle is returned with:

- excessive mud or sand
- pet hair
- food contamination
- strong odours
- biohazard contamination.

Cleaning requirements will be assessed by Link Drive acting reasonably.

10. Damage Inspection

Vehicle inspections may be conducted:

- at vehicle return
- after vehicle cleaning
- during maintenance checks.

Damage may be documented using:

- photographs
 - inspection reports
 - repair assessments.
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11. Repair Assessment

Repair costs may include:

- parts
- labour
- paint and materials
- diagnostic work
- associated repair costs.

Repair estimates or invoices obtained from repair providers may be used to determine the cost of repair.

12. Loss of Use

Where the vehicle is unavailable for rental due to damage attributable to the renter, Link Drive may charge **Loss of Use or Downtime costs**.

Loss of Use is calculated based on the reasonable daily rental rate for the vehicle class.

13. Important Notice

This guide provides general information only.

All rentals remain subject to the **Link Drive Rental Agreement**.

In the event of any inconsistency, the Rental Agreement prevails.

APPENDIX J – VEHICLE USE & RISK POLICY

This Appendix forms part of the Rental Agreement and must be read together with the Rental Agreement.

This Appendix outlines the operational rules and risk management requirements applicable to the use of vehicles rented from Link Drive.

The purpose of these rules is to ensure vehicle safety, reduce operational risk, and maintain compliance with applicable laws.

In the event of any inconsistency, the **Rental Agreement prevails**.

1. General Duty of Care

The Renter and all Authorised Drivers must operate the Vehicle with reasonable care and in accordance with all applicable laws and road rules.

The Vehicle must be driven in a safe, responsible and lawful manner at all times.

Drivers must take all reasonable steps to avoid damage to the Vehicle.

2. Vehicle Security

The Renter must take reasonable steps to prevent theft, loss, or damage to the Vehicle.

This includes:

- locking the vehicle when unattended
- keeping keys under personal control
- parking in safe locations where reasonably possible.

The Vehicle must not be left unlocked or unattended with keys inside.

3. Key Control

Vehicle keys must remain under the control of the Renter or Authorised Drivers at all times.

The Renter is responsible for any loss, theft, or damage to vehicle keys.

Where keys are lost, replacement costs including key programming and associated labour may be charged to the Renter.

4. Driving Conditions

The Vehicle must be driven only on roads suitable for normal passenger vehicles.

Drivers must exercise caution in the following situations:

- poor weather conditions
- heavy traffic
- road construction areas
- unfamiliar locations.

Driving in unsafe or hazardous conditions may increase the risk of damage and may result in liability for associated costs.

5. Height and Clearance Awareness

Drivers must be aware of vehicle height and clearance restrictions.

Particular care must be taken when entering:

- parking structures
- car parks
- drive-through facilities
- areas with height barriers.

Failure to observe clearance restrictions may result in **Overhead Damage**, which is excluded from protection.

6. Road Hazards

Drivers must take reasonable care to avoid road hazards including:

- potholes
- debris
- kerbs
- road obstacles.

Damage caused by striking hazards may result in tyre, wheel, or underbody damage.

7. Floodwater and Weather Risks

Drivers must not drive the Vehicle through floodwater or water crossings.

Floodwater can cause severe mechanical damage and create dangerous driving conditions.

Damage caused by driving through water may result in full liability for repair costs.

8. Mechanical Warning Indicators

If any warning lights appear on the dashboard or the Vehicle shows signs of mechanical issues, the driver must:

- stop the vehicle safely where possible
- contact Link Drive Customer Support
- follow the instructions provided.

Continuing to drive a vehicle with a known mechanical issue may increase damage and may affect protection coverage.

9. Fuel Requirements

The Vehicle must only be refuelled with the correct fuel type specified for the vehicle.

Using incorrect fuel may cause serious engine damage.

The Renter is responsible for all costs associated with incorrect fuel usage.

10. Vehicle Modifications

The Renter must not modify the Vehicle or install accessories without approval from Link Drive.

This includes:

- attaching roof racks
- installing equipment
- making mechanical modifications.

Unauthorised modifications may result in damage and liability.

11. Transport of Goods

The Vehicle must not be used to transport goods that may damage or contaminate the interior.

This includes:

- hazardous materials
- chemicals
- heavy construction materials.

Damage resulting from improper transport of goods may result in cleaning or repair charges.

12. Driver Fatigue

Drivers should not operate the Vehicle when fatigued or impaired.

Where long-distance driving occurs, drivers should take appropriate rest breaks.

Failure to drive responsibly may increase accident risk.

13. Parking and Storage

The Vehicle should be parked in legal and safe locations.

The Renter is responsible for any:

- parking infringements
 - towing charges
 - impound fees.
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14. Risk Prevention

The Renter and all Authorised Drivers must take reasonable steps to minimise risk to the Vehicle.

Examples include:

- avoiding unsafe driving conditions
 - observing road rules
 - maintaining proper vehicle control.
-

15. Breach of Risk Policy

Failure to comply with this Vehicle Use & Risk Policy may be considered a breach of the Rental Agreement.

Where such breach results in damage or loss, the Renter may be responsible for all resulting costs, subject to applicable law.