

Important Information about your rental

Vehicle Accident & Damage	Any accident must be reported within 24 hours and must be accompanied by a police report. You or any driver involved in the accident has no authority to accept any settlement offer without Breezy written consent. You are responsible to the applicable Accident damage excess (as stated in below Table 1) per incident irrespective of liability, excess will be refunded to you if the third party accepts the liability and pays the cost of the relevant loss or damage in full.
Optional Damage Reduction Cover	Breezy offer optional Excess Reduction Cover which will reduce Accident Damage Excess significantly (as stated in below Table 1); we also offer Roadside Assistance Cover at \$5.50 (inclusive of GST) per day to cover you for any roadside call out fees for at - fault incidents such as flat battery, lost key etc.
Damage Cover Exclusion	All Breezy Damage Covers and Optional Protections do NOT cover for interiors / window / tyre / overhead / underbody / Pantech damage / damage to accessories or fitted equipment / damage caused by use of incorrect fuel / Prohibited Use, please refer to Breezy T&C clause 4.8 for full details.
Prohibited Use	Loss or Damage caused by Prohibited Use of Breezy vehicle is not covered by any Breezy damage cover indemnity. Prohibited Use include but limited to drive on an unsealed road or at any prohibited areas, drive or handle the vehicle in any type of reckless or dangerous manner; use the vehicle in contravention of any legislation; use the vehicle by unauthorised person not listed on the rental agreement etc. Please refer to Breezy T&C clause 3 for full details.
Personal Property	You are responsible for all property owned by You or any other driver or passenger. Breezy is not responsible to You or any other person in relation to property that is stolen from the Vehicle, lost or damaged prior to return of the Vehicle or left in the Vehicle after the Vehicle is returned to Breezy branch.
Traffic and Toll Infringements	You are liable for Parking & Traffic fines, parking charges, toll charges. As there is considerable admin works involved in processing infringement and tolls, an administration fee of \$66.00 (inclusive of GST) per each infringement and a service fee of \$3.30 (inclusive of GST) for each time the vehicle incurs a toll. These administrative fees will be applied to your Charged Card by Breezy.
Rental Charge & Deposit	You authorise Breezy to process charge on the Charged Card for the expected cost of the rental plus a security deposit (see deposit amount in below Table 2) or other such amount advised at the time of reservation.
Fuel	You will be required either return the vehicle with fuel level same as the checkout fuel reading, or pay directly to Breezy for refueling of the vehicle. Please check with counter staff for the latest fuel rate.
Vehicle cleanliness	Smoking is strictly not permitted in Breezy vehicles. Additional cleaning fee may apply if vehicle is returned with excessively dirty condition or with excessive odour.

Table 1 - Accident Damage Excess (inclusive GST)

Vehicle Type	Standard Cover	Excess Reduction Cover (Optional at additional cost)
Standard Passenger	\$4,400.00	\$1,100.00
Prestige	\$5,500.00	\$2,200.00
Van, Bus & Trucks	\$5,500.00	\$1,650.00

Table 2 - Security Deposit

Vehicle Type	Credit Card	Debit Card
Standard Passenger	\$200.00	\$500.00
Prestige	\$1,000.00	\$1,000.00
Van, Bus & Trucks	\$500.00	\$500.00

Terms and Conditions

1. Introduction

- 1.1 Breezy would like to bring everything easy for you, this also includes ensuring you have a clear understanding of your rights and obligations.
- 1.2 This contract (Rental Contract) you have entered into with Breezy consists of:
 - (a) the agreement (Rental Agreement) You have signed to hire the Vehicle from Us; and
 - (b) the Terms and Conditions of rental (Terms and Conditions); and
 - (c) the Important Information and all rate Tables; and
 - (d) the Breezy Privacy Policy.
- 1.3 We may use electronic signatures as a means of entry into the Rental Contract. When You insert an electronic signature, You consent to the use of this means of acknowledgment and acceptance of these Terms and Conditions and Your obligations under the Rental Contract.

2. Driver

- 2.1 You agree and acknowledge that:
 - (a) only You or Authorized Drivers will drive the Vehicle;
 - (b) you and the Authorized Driver hold a valid Australian license (not being a learner's license or provisional license) and the license is current for the entire period of the rental;
 - (c) international renters/drivers also need to present:
 - a valid passport, and
 - a photo license written in English, or
 - a photo license with a NATII certified translation if the license is not issued in English, or
 - valid International Driving Permit in English
 - (d) the license is valid for the class of vehicle you are renting:
 - any vehicle that holds more than 12 people requires an LR license
 - any vehicle larger than a 3 tonne truck requires an MR license
 - any vehicle that holds more than 21 people requires an MR license
 - any vehicle that is a 8 tonne truck or larger requires a HR license
- 2.2 You and the authorised driver must be at least 21 years of age upon commencement of the booking and not more than 85 years of age for the entire period of the rental and have no less than 12 months driving experience.
- 2.3 Any driver aged between 21 and 24 (whether the primary or additional driver) will incur an age surcharge per day and is limited to a certain range of vehicle classes approved by Breezy. Please contact Breezy for the approved vehicle class.

3. Prohibited Uses

- 3.1 We may terminate the Agreement and take immediate possession of the Vehicle at your expense if there is a Prohibited Use of the Vehicle.
- 3.2 If the Prohibited Use has caused, or contributed to, any loss or damage to Breezy vehicle or any Third Party Vehicle or Property, you are liable for that loss or damage up to the full value of the vehicle and any related losses and fees including any third party losses.
- 3.3 Examples of Prohibited Uses -
 - (a) failed to take reasonable precautions to safeguard the vehicle;
 - (b) drive or handle the vehicle in any type of reckless or dangerous manner;
 - (c) any deliberate intention to cause loss or damage to the vehicle by you, the Authorized Driver or any passenger;
 - (d) driven in any unsafe or un-roadworthy condition;
 - (e) use the Vehicle for off-roading, racing, pace making reliability trials, contest, speed testing, hill climbing, driving instruction, or any testing in preparation for such activities or activities similar thereto;
 - (f) driven under the influence of any drug, alcohol or any substance which may influence the driver's ability to control the vehicle;
 - (g) failed or refuse to undergo any breath, blood, drug, urine or oral fluid test;
 - (h) smoke within the Vehicle or allow any other person to smoke within the Vehicle;
 - (i) used the Vehicle to carry:
 - any animal except assistance animals;
 - any dangerous, hazardous, inflammable goods or substances
 - any infectious, biohazardous or biomedical waste

- (j) used the Vehicle for the transport of passengers, goods or property for hire, fare or reward unless the Vehicle is a Commercial Vehicle and the use is approved by Us;
- (k) use the Vehicle in contravention of any legislation or a regulation controlling vehicular traffic;
- (l) vehicle being used by any unauthorized person not listed on your rental agreement;
- (m) vehicle being used by any person outside the age limit as listed in clause 2.2;
- (n) vehicle being used by any person who does not have the valid drivers license or the license is disqualified to drive the Vehicle class;
- (o) driving outside the state in which the Vehicle is rented;
- (p) carry passengers and/or baggage more than that for which the vehicle was designed or constructed;
- (q) used for towing a trailer or any other vehicle, unless the vehicle has a towbar fitted;
- (r) any type of modification to vehicle's original condition;
- (s) sub-rent, transfer, sell or dispose the hire vehicle;
- (t) register any interest in the Vehicle under the Personal Property Securities Act 2009 (Com).
- (u) Use the Vehicle in any area that is prohibited by Us. Prohibited areas include:
 - Unsealed Roads;
 - Off Road;
 - driven above the Snow Line unless appropriate snow chains are fitted;
 - roads that are prone to flooding or are flooded
 - beaches, streams, rivers, creeks, dams and floodwaters
 - any road where the police or an authority has issued a warning
 - any road that is closed
 - any road where it would be unsafe to drive the Vehicle
 - outside a radius of 100 kilometres from the Rental Station or onto any island that is off mainland Australia unless approved by Us prior to the start of the Rental;

4. Damages Costs and Damage Cover

- 4.1 Your rental includes standard Damage Cover which limit your liability in below events to Accident Damage Excess (ADE), except damages listed in clause 4.8:
 - Damage to the Hire Vehicle
 - Theft of the Hire Vehicle
 - Thirty Party Loss
- 4.2 The Accident Damage Excess is applied per each incident, You may be required to pay the ADE more than once if more than one instance of Damage or loss or theft of the Vehicle occurs.
- 4.3 The ADE is payable in full within 24 hours after each Accident or theft, the ADE amount is varied based on the type of vehicle, the amount of fees will be specified in the Rental Agreement you accept upon pick up.
- 4.4 The Accident Damage Excess will be refunded to in full or partially if:
 - (a) in full, if the damage to the Vehicle and all associated costs are recovered from the Third Party or Third Party's Insurer;
 - (b) in part, if a partial amount of damage and the associated costs are recovered from the Third Party;
 - (c) in part, if the repair costs and all associated costs are less than the Damage Recovery Fee for at-fault incident.
- 4.5 The other associated costs recoverable in addition to repair cost to the Vehicle and Third Party Vehicle consist of claim administrative fee, loss of use, legal costs and collection agency costs incurred in connection with the recovery of the cost of the damage or any costs associated with defense of a third party claim.
- 4.6 Breezy offers optional protection services for certain types of vehicles at additional charge. Subject to the Damage Cover exclusions in clause 4.8, the optional protection service could reduce your Accident damage excess or your roadside callout fees:
 - (a) Breezy Excess Reduction Cover – the amount of the ADE payable will be reduced from the standard rate applicable to a reduced rate
 - (b) Roadside Assistance Cover – waive your roadside call out fees for at-fault incidents such as flat battery, run out of fuel, towing, lost key or incidents as described in clause 8.2.
- 4.7 Damage Costs include but not limited to:
 - (a) the cost of repair or replacement of the Vehicle, any part of the Vehicle, any accessories or any equipment provided with the vehicle;
 - (b) towing charge;
 - (c) salvage fees;
 - (d) storage, repossession and recovery costs actually and reasonably incurred including fees for the release of the Vehicle from compounds;
 - (e) costs of any other vehicle or property loss or damage caused by You in an Accident;

- (f) Assessing Fees to have any Damage assessed to determine repair cost using any third-party assessor, which vary based on the extent of the relevant Damage;
- (g) Loss of Use Fee, being a fee calculated at 75% of the daily base rate shown in the Rental Details Document charged daily for the number of days the Vehicle is unable to be utilised by Us while We are waiting for repairs to be completed or (in the event it is a write-off or has been impounded, lost or stolen) while We are waiting for it to be recovered or replaced, or while We are waiting on keys, keyless start or remote control device to be replaced; and
- (h) Claims Handling Fee of \$100 (plus GST), being a fee charged for handling Your claim and for making arrangements for repairs, towing and other administrative tasks associated with Damage or loss or theft of the Vehicle

4.8 All Breezy Damage Covers and Optional Protections do NOT cover for:

- (a) overhead Damage;
- (b) underbody Damage;
- (c) interior, windows or wheels or tyres damage;
- (d) any accessories or equipment fitted by Breezy including, but not limited to child restraints, GPS, keys, keyless start, remote control devices, towbar, trays, trailer, carpet;
- (e) damage to Third Party's property resulting from any property falling from the Vehicle;
- (f) damage or loss to Your property, the property of a member of Your immediate family or of an entity related to You, that arises from the use of the Vehicle;
- (g) personal items owned by You or any passenger that are left in or stolen from the Vehicle;
- (h) damage caused by immersion of the Vehicle in water;
- (i) damage caused by use of the incorrect fuel type; damage caused by failure to observe any warning indicators that may appear in the Vehicle.
- (j) damage or Third Party Loss caused or contributed to by You or Authorised driver where You or Authorised driver leaves the scene of the Accident prior to the attendance of the police or reporting the Accident to the police;
- (k) damage caused by hail or lightning;
- (l) Failed to pay Accident damage excess (ADE) in full within 24 hours after each accident or theft;
- (m) any damage arising from Prohibited Use of the Vehicle as set out in clause 3;
- (n) any failure to fulfill your Rental Obligations as listed in clause 5;
- (o) any breach of the Breezy Rental Contract or Breezy Terms and Conditions

5. Your Obligations

5.1 At the START of the Rental you and any Authorised Driver must:

- (a) supply Proof of Identity as listed under clause 2.1 & 5.5;
- (b) allow Us to inspect Your license and other Proof and Identity required by Breezy at any time during the Rental Period;
- (c) permit copies of the drivers' licences to be made and kept by Us;
- (d) sign the Rental Agreement;
- (e) pay or we will debit your credit/debit card the anticipated Rental Charges and a security deposit varied between the type of vehicle and type of payment card;
- (f) inspect the Vehicle to make sure that any pre-existing damage is recorded and shown in the vehicle condition diagram.
- (g) If there is any discrepancy between the Vehicle Condition Report and the actual conditions of the Vehicle You must notify Us prior to leaving the Hiring Location.
- (h) you acknowledge that we may rely on the Vehicle Condition Report when assessing any Damage to the Vehicle.

5.2 During the rental You and any Authorized Driver must be responsible for:

- (a) looking after the vehicle and reducing the risk of breakdown and damage;
- (b) making sure there is no Prohibited Use as listed under clause 3;
- (c) operate the Vehicle and any additional equipment in line with the operating manual and in the case of Commercial Vehicles, any application specific instructions, including, but not limited to the use of Adblue and any requirements pertaining to DPF burn;
- (d) not smoke, and ensure that no passenger smokes, in the Vehicle (additional Cleaning Fees will apply in case this condition is breached – see clause 6.14;
- (e) lock the Vehicle when it is not in use or unattended;
- (f) the keys or remote-control device in Your possession at all times;
- (g) make sure the correct type of fuel is used;
- (h) make sure the Vehicle is not overloaded by the number of persons or by the weight of goods carried;
- (i) check the tyre pressures, coolant level, oil and other fluids are maintained at the specified level;
- (j) comply with any applicable laws such as seat belt and child restraint laws.
- (k) notify Us immediately if the Vehicle has reached the mileage when the next service is due, as indicated on the service sticker affixed to the windscreen;

- (l) do not remove any stickers or decals on the Vehicle without Our prior written permission.
 - (m) if during the Rental period the Vehicle develops a fault, you or any authorized Driver must not repair or let anyone else to repair or work on the Vehicle without Breezy's written authority.
- 5.3** At the END of the Rental you must pay or we will debit from your Charged Card:
- (a) any balance owed on the rental and any additional costs including but not limited to refueling cost if the Vehicle is returned without a full tank of fuel, extra kilometre charges if you exceed any free kilometers allowance, extra hours or extra days charge or any adjustments;
 - (b) all speeding and traffic fines and infringements and parking fines incurred during the period when the Breezy Vehicle is under your possession or until such later time as the Vehicle is returned to Us;
 - (c) any administrative fee applied to Damage claim, fines, infringements and tolls as listed in clause 4.7 & 6.6;
 - (d) unpaid tolls charges and toll service fee incurred during the period when the Breezy Vehicle is under your possession or until such later time as the Vehicle is returned to Us;
 - (e) any costs to reinstate the Vehicle to its original condition it was in at the start of the Rental, including cleaning fees;
 - (f) the applicable Accident Damage Excess (ADE) if there is damage to the Vehicle or the Vehicle has been stolen or any Third Party Damage or Loss;
 - (g) any other damage costs and the associated costs not covered by Breezy Standard Damage Cover as listed in clause 4.8;
 - (h) all charges imposed for the release of the Vehicle if it has been seized by a responsible authority.
- 5.4** For long term rentals (being a rental over 28 days), you and any Authorized Driver must:
- (a) return the Vehicle to the nearest Breezy branch to arrange for the vehicle to be serviced or exchanged when the Vehicle is due for service or reach retention policy as per Breezy standard;
 - (b) provide Breezy the current odometer reading on day 28 and each 28 days thereafter;
- 5.5** Proof of Identity
- (a) You and any Authorized Driver must physically present at Breezy branch to sign the rental agreement;
 - (b) You and any Authorized Driver will be required to provide at the time of vehicle collection:
 - drivers license for both Renter and any Authorized Driver, please refer to clause 2.1 for license requirement;
 - two valid email addresses for each driver listed in the Rental Agreement
 - valid Australia contact number
 - a debit or credit card in the name of the renter;
 - if the Rental will be paid by a different person other than the Renter, the payor will need to be present at Breezy branch with a debit/credit card in the name of the Payor, a credit / debit card authority form is also required to be signed by the Payor;
 - if the Drivers License address is not current, two proof of Australian address documents are required including Utility Bill as a Must as well as Property Lease Agreement or Telephone bill or Letter of Employment or Other Official Document issued by the Government;
 - if you or the Authorized Driver is not an Australian citizen you or the Authorised Driver must present passport and document to prove your residential address in Australia, Overseas address is also required if you or the Authorised Driver's Australian address is hotel / motel / Airbnb;
 - Two proof of Australian address documents other than the Driver's License is required for renting Breezy prestige vehicle range.
- 5.6** Your Property
- You are responsible for all property owned by You or any other driver or passenger. Breezy is not responsible to You or any other person in relation to property that is stolen from the Vehicle, lost or damaged prior to return of the Vehicle or left in the Vehicle after the Vehicle is returned to Breezy branch.
- 5.7** The Rental Agreement is binding and enforceable against any person, firm or organization who makes payment for or is liable to make any payment in connection with the rental of the Vehicle which also include any payor as describe in clause 5.5 (b).

6. Fees, Charges, Rate

- 6.1** A 'no show' fee equivalent to the Rental Charges for the Rental Period as booked may apply if You fail to notify Us of your intended cancellation prior to the date and time of the commencement of your reservation, a cancellation is not effective until acknowledged and confirmed by Us.
- 6.2** Upon signing the rental agreement you agree the daily rate and other charges applied on your rental agreement, you authorized any charges in connection with your Rental Agreement to be debited from your Charge Card prior to the start of your rental period.
- 6.3** Prior to picking up the Vehicle You must pay the estimated Rental Charges using a Breezy accepted payment method, unless otherwise agreed by Us.
- 6.4** Long-term rental will be invoiced and charged on a 7-day cycle at commencement of every 7 days. We will also debit from your Charged Card any extra kilometer charges every 28 days period, after we obtain the latest odometer reading.

- 6.5** You are liable for any toll cost, infringements, penalties, government charges arising out of the use of the Vehicle whether You were driving the Vehicle or not during the rental period.
- 6.6** An administrative fee of \$66.00 (inclusive GST) is applied if we process or pay for any fines, infringements incurred by you during the period when the Vehicle is under your possession or until such later time as the Vehicle is returned to Us; a service fee of \$3.30 (inclusive GST) is payable for each time the vehicle incurs a toll;
- 6.7** If any amount is due to Us or remains unpaid You authorize Us to debit Your Account with that amount, including without limitation all Rental Charges, all Damage Costs and any amount payable as listed in clause 5.3 to the Charge Card. These charges may be made at any time during the Rental Period or within a reasonable time after the End of the Rental.
- 6.8** Unless otherwise approved by Us a deposit is required at the time of collection, the amount of deposit will be specified in the Rental Agreement and is ranged from AUD \$200 to AUD \$1,000 depending on the type of payment card used, type of vehicle and renting location. We reserve the right to retain all or part of a deposit if there is a breach of the Rental Contract or Breezy Terms and Condition,
- 6.9** If You pay Your Rental Charges by credit or debit card:
- (a) you acknowledge that it may take up to 7–10 business days for your financial institution to release any amount which has been authorized by that institution at the request of Breezy;
 - (b) Breezy has no authority to contact the card issuer on your behalf, should the refund or any fund owed to you be processed successfully by Breezy you or any payor acknowledge that the cardholder will liaise with card issuer directly for any transaction discrepancy;
 - (c) a Card Surcharge Fee will be applied and the Surcharge rate varies depending on the type of Cards used.
- 6.10** If you fail to pay any amount due under or in connection with the Rental Agreement:
- (a) we may terminate Your rental in which case the Rental Period will be at an end and You must immediately return the Vehicle to the Return Location;
 - (b) you must pay and you authorize Breezy to debit from your account interest calculated at 10% per annum (compounded daily) on the overdue 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
 - (c) you must pay and you authorize Breezy to debit from your Charged Card Breezy's cost incurred in recovering or attempting to recover that overdue amount, including mercantile or debt collection fees, commission and any legal or court costs.
- 6.11** If you return the vehicle outside Breezy normal business hours you will be liable for the daily Rental Charges and all Damages or Loss to the Vehicle and Accessories until the Vehicle is inspected by Us after Breezy location next opens for business.
- 6.12** If you are approved to return the vehicle to a Breezy branch different from the branch where the vehicle was collected from, you will be liable for a one-way fee.
- 6.13** If currency conversion is required for payment of amounts due to Us commercial exchange rate valid at the time We credit or debit Your credit card.
- 6.14** Vehicle Condition and Cleaning Charge
- (a) Additional charges may apply in addition to the Rental Charges if circumstances change (for example where You do not return the Vehicle on time, use additional services or if there is damage to the Vehicle or change to the Vehicle condition etc.).
 - (b) If upon return the Vehicle requires cleaning exceeding fair wear and use (for example as a result of food, drink and other stains and marks, animal fur, mud, dirt, sand smoke or tobacco product damage) additional cleaning, disinfection and deodorising charges will apply to recover the additional cleaning costs incurred. The amount of the cleaning fee will depend on the extent of cleaning required.
 - (c) If upon return the Vehicle or any accessory or equipment supplied is otherwise not in the same condition it was supplied in (subject to reasonable wear and tear) We may charge You for and You must pay all other reasonable costs required to return the Vehicle and any equipment supplied to the same condition it was in at the commencement of the rental.
- 6.15** Cash or Eftpos Card is NOT accepted at any Breezy renting location.

7. Rental Period

- 7.1** Early Return
You may end the Rental and return the vehicle to the Return location earlier than the date and time showing in your Rental Agreement, if it is the case:
- (a) the daily rate payable may be adjusted to reflect the daily rates that apply for shorter rentals;
 - (b) You will be charged all daily Rental Charges based on the actual duration of the rental.

- 7.2** Extending your Rental
- (a) You may extend your Rental longer than the original Rental Period shown in your Rental Agreement, subject to Breezy's pre-approval;
 - (b) You must notify Us at least 2 hours prior to the expiration of the Rental Period to request an extension. We may terminate the Rental Contract if you fail to notify Us by the required timeframe;
 - (c) If we have agreed to an extension of the Rental Period, we will take payment at that time for the additional charges resulting from the extension;
 - (d) If We are unable to approve your extension you are required to return the Vehicle to the Return Location by the return date and time shown in your Rental Agreement, please refer to clause 7.3 for Later Return.
- 7.3** End of Rental & Late Return or fail to return the Vehicle
- (a) We will allow a 59-minutes grace period after the return time stated in your Rental Agreement at no additional cost for your convenience;
 - (b) If the vehicle is returned 60-minutes or more after the return time stated in your Rental Agreement you will be charged one full day's rental charge or a further full day's rental for each 24 hour period or part thereof until the Vehicle is returned to Us.
 - (c) If you fail to return the Vehicle by the return date & time shown in your Rental Agreement without making contact to Breezy or without Breezy approval, after making reasonable attempts to contact You, we may:
 - report the Vehicle as stolen to the Police;
 - take steps to recover and repossess the Vehicle and/or Accessories, for this purpose You give Us permission to access and enter Your premises to repossess the Vehicle without using unreasonable force or causing damage;
 - you will be continually charged for the Rental Charges and any costs including damage or loss to Third Party's vehicle or property in connection with your Rental Agreement until the Vehicle and all accessories including keys are returned.
- 7.4** If You rent the Vehicle for more than 28 days We reserve the right to terminate the rental at any time provide we provide to you 7 days written or verbal notice.
- 7.5** We may recover the Vehicle without written demand to the extent permitted by law if the Vehicle is found illegally parked or abandoned or used for any illegal activities.
- 7.6** Breezy reserves the right to substitute a replacement vehicle at any time.

8. Roadside Assistance

- 8.1** Twenty four hour roadside assistance is provided. You must contact the service provider provided to you by Breezy branch according to the type of Vehicle. Provided there has not been a Substantial Breach our roadside assistance provider will supply all practical assistance as soon as practicable.
- 8.2** We are not responsible and You will be charged Roadside Assistance callout (unless you have purchase Roadside Assistance Cover) and any costs in connection with the fault or incident caused by your act or omission including, but not limited to:
- running out of fuel or in the case of an electric vehicle, running out of charge;
 - tyre changing or any tyre related incident;
 - lost keys, keyless start, Vehicle key card or remote control device;
 - keys, keyless start, Vehicle key card or remote control device locked in vehicle;
 - a flat battery due to lights or other electrical equipment being left on;
 - damage caused by use of the incorrect fuel type.

9. Accident, Damage and Claim handling

- 9.1** If damage or loss is sustained to the Vehicle or the property of any third party or the Vehicle is stolen during your rental period, as soon as the incident happens you or the Authorized Driver, or any other person results in the accident or claim must ensure that you or any Authorized Driver:
- (a) promptly reports the Incident to the local police (if required by law) for example any person is injured, the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses or the other party appears to be under the influence of drugs or alcohol;
 - (b) obtain the names & addresses & contact numbers of all involved parties as well as witnesses;
 - (c) take the registration numbers of all vehicles involved;
 - (d) for damage accident take photos including the vehicle position before they are moved for towing or salvage, the damages to Breezy Vehicle and all other vehicles or property damaged from the incident and the general area where the incident occurred, including any road or traffic signs;
 - (e) do not admit liability or make or give any offer, promise of payment, settlement, waiver, release or indemnity unless We have given You written consent.

- 9.2** You must report the Accident or theft to Us within 24 hours of it occurring and make sure:
- (a) complete the Breezy Incident Report Form and supply the required information & documentation as listed in clause 9.1 within 48 hours of occurring;
 - (b) provide Breezy all other information and documentation that will assist us with the claim process and liability determination;
 - (c) forward any third-party correspondence or court documents to Us within 7 days of receipt.
- 9.3** During the claim process, You or any other person results in the accident or claim are required to:
- (a) remain in contact with Us and provide assistance with the investigation;
 - (b) attend our lawyer's office or any court proceedings which may be instituted against You or any other person results in the accident or claim or Us as a result of an Accident.

10. Termination of Rental Agreement

- 10.1** We may terminate the Rental Agreement at any time in the event of:
- (a) a breach of the Rental Agreement; or
 - (b) a breach of the Terms and Conditions; or
 - (c) a breach of road or traffic legislation; or
 - (d) the Vehicle being involved in a major Accident
- 10.2** If the Rental Agreement is terminated:
- (a) you must pay and We may charge You all amounts due under the Rental Agreement and any other costs in connection with the Rental Agreement;
 - (b) the Rental Period shall be at an end, and You must immediately return the Vehicle;
 - (c) we may take immediate possession of the Vehicle, and for this purpose You give Us permission to access and enter Your premises to repossess the Vehicle without using unreasonable force or causing damage;
 - (d) the Rental Agreement and all Our rights under the Rental Agreement shall otherwise remain in full force and effect.

11. Privacy Policy

- 11.1** In order to provide you the service we need to collect personal information relevant to your Rental Agreement when you rent a Vehicle from Breezy. The information collected may include Your and any Authorized Driver's:
- (a) name;
 - (b) contact details including telephone number, email address, mailing address and street address;
 - (c) date of Birth;
 - (d) driver's license details, including a scanned copy of your drivers license;
 - (e) passport details;
 - (f) your credit / debit card details and a scanned copy of your credit / debit card;
 - (g) your vehicle and Breezy location preference as well as the areas you intend to drive the vehicle;
 - (h) Company name and employee number;
 - (i) Referees;
 - (j) membership number of a professional association in order to provide you with the correct discount or promotion;
 - (k) Frequent travellers program number
- 11.2** Breezy is dedicated to keeping your details private. Any information we collect in relation to you is protected from misuse, unauthorised access or wrongful disclosure.
- 11.3** Tracking Device may be fit to the Vehicle to enable Us to track the Vehicle when it is out of Our possession. When You sign the Rental Agreement You are authorising Us to use the Tracking Device to track the Vehicle until it is returned to Us. You must not tamper with the GPS Tracking Device or remove it from the Vehicle.
- 11.4** Breezy may use and disclose your personal information for the following purposes:
- (a) General purpose
 - any necessary communication and administration work in relation to the service we provided to you;
 - customer satisfaction surveys;
 - software and any business program maintenance and development;
 - investigate, prevent and deal with fraud, unlawful activity and any breaches of our agreement with you
 - (b) Disclosure to Third Parties
 - the 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;
 - credit / debit card providers;
 - credit reporting agencies;
 - fraud checking agencies;
 - debt collection agencies if you fail to pay for goods or services we have provided to you;

- any government and private organizations responsible for the processing of road traffic offense, infringement or tolls;
 - Police and any other party involved in any accident or claim;
 - any government or agencies where the disclosure is required by law;
 - third parties to collect and process data, such as Google Analytics. This may include parties that store data outside of Australia.
- (c) Marketing purpose
- Your personal information may be used by Breezy to offer you products and services provided by Breezy by email, telephone or any other form of communication;
 - We may also use your personal information to offer you products and services provided by companies participating in Breezy's partner programs.

12. Definitions

There are words and phrases used in the Rental Contract and Terms and Conditions that have a particular meaning that You need to be familiar with.

Accident means any collision between the Vehicle and any other object, including another vehicle, or any other incident or occurrence that results in the Vehicle being damaged, lost or destroyed, and includes a Single Vehicle Accident.

Accident Damage Excess means the amount You must pay Us in the event of an Accident or attempted theft that causes Damage or Third Party Loss or the Vehicle has been stolen and not recovered.

Authorised Driver means any driver approved by Us in writing on the Rental Agreement prior to the Start of the Rental.

Damage means any loss or damage to, or theft of, the Vehicle & Accessories, towing, salvage, assessing fees, Loss of Use, legal fees and any loss or damage to third party property.

Long Term Rental means a Rental Period of greater than **28 days**.

Loss of Use means Our loss results in the Vehicle being repaired or replaced if it is written off as a result of an Accident or it has been stolen, it is calculated on a daily basis based on the daily rate shown on the Rental Agreement.

Rental Charges means all fees, costs, amounts and charges specified on the Rental Document and Pricing Schedule or payable under this Rental Agreement.

Overhead Damage means:

- (a) damage (excluding hail damage) to the Vehicle during the Rental Period above the top of the front and back windscreens;
- (b) damage to the pantechon or box section of a Commercial Vehicle; or
- (c) Third Party Loss or damages caused by the Vehicle coming into contact with anything overhanging or obstructing its path, objects being placed on the roof of the Vehicle, or any person standing or sitting on the roof of the Vehicle.

Security Deposit means an amount charged against your Charge Card as security for additional charges which You may incur under the Rental Agreement.

Snow Line means any area in which snow has fallen; or where a regulatory authority requires snow chains to be fitted; or beyond the entrance to any alpine national park between the months of May and October (inclusive).

Third Party Loss means loss or damage to third party property, including other motor vehicles and any claim for third party loss of income.

Underbody Damage means any damage to the Vehicle 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 Breezy considers, acting reasonably, that the driver of the Vehicle is reasonably at fault for that damage;

Unsealed Road means a road, other than a road that is undergoing temporary roadworks, that has been formed and constructed but is not sealed with a hard material such as tar, bitumen, concrete or asphalt.

Vehicle means the vehicle described on the Rental Document (or any substitute vehicle), and includes its parts, components, keys, keyless start, Vehicle key card or remote opening devices, telematic device, any tag or device for paying electronic tolls, all Accessories and contents supplied by Breezy.

We, Us, Our, refers to Eco Automotive Holdings Pty Ltd ACN 657 147 567 trading as Breezy Car & Truck Rental;

You, Your refers to the person(s), whether it is an individual, a firm or a company with whom the Rental Agreement is made;