

## LIABILITY CONDITIONS FOR ALL VEHICLES

Vehicles are protected subject to the terms of the agreement and are subject to the following excesses. These excess options are for drivers 21\* and over and on ALL vehicle types.

\*Additional conditions apply for Luxury vehicles.

## UPDATE TO LIABILITY REDUCTION

Our Platinum Liability Reduction will be available at \$39.99 per day (see below) for all bookings made from September 1st 2023.

COVERAGE OPTIONS		STANDARD & COMMERCIALS*			LUXURY*	
		LIMITED PROTECTION	GOLD PACKAGE	PLATINUM PACKAGE	LIMITED LUXURY	PLATINUM LUXURY
		\$0 per day	\$29.99 per day	\$39.99 per day	\$0 per day	\$64.99 per day
Damage Excess Payable		\$5000**	\$1500**	\$0	\$7500**	\$1000**
Holding Deposit		\$500	\$500	\$1	\$1000	\$1000
** Items covered under your Liability package with the above maximum excess payable (subject to terms and conditions)						
Third Party		✓	✓	✓	✓	✓
Personal Injury		✓	✓	✓	✓	✓
Damage to the Vehicle, Fire & Theft		✓	✓	✓	✓	✓
24hr Roadside Assistance <sup>1</sup>		✓	✓	✓	✓	✓
Animal Damage		✗	✓	✓	✗	✓
Hail & Storm Damage		✗	✓	✓	✗	✓
Vehicle Interior		✗	✓	✓	✗	✓
Overhead & Underbody		✗	✗	✓ <sup>1</sup>	✗	✓
Tyres		✗	✗	✓	✗	✓
Windscreen		✗	✗	✓	✗	✓
Accident Fees		✗	✗	✓	✗	✓
Loss of Use		✗	✗	✓	✗	✓
Accident-related Towing		✗	✗	✓	✗	✓
Additional Roadside Assistance Package		+ \$4.99 per day	+ \$4.99 per day	+ \$4.99 per day	included	included
Cost of Key Replacement		✓	✓	✓	✗	✓
\$0 Call Out Fee		✓	✓	✓	✓	✓
Breakdown related towing		✓	✓	✓	✓	✓

<sup>1</sup> Overhead damage only covered for Standard motor vehicles under the platinum policy; 12 and 25 seater Buses, Campervans, and Commercial vehicle overhead damages will not be covered under our platinum policy.

<sup>2</sup> \$180 call-out fee applies without additional Roadside Assistance package.

<sup>3</sup> Packages available only on Standard and Commercial fleet options.

<sup>4</sup> Packages available only on Luxury vehicle fleet options.

Contract Terms and Conditions still apply. Please ensure you have read, understood and are satisfied with all terms of this contract before signing the agreement.

BARGAINCARRENTALS.COM.AU

BARGAIN CAR RENTALS

We will continue to honour all bookings that purchased our Platinum Liability Reduction before August 31st 11:59PM AEDT at the price of \$34.99 per day ([click to view](#)).

## 1. INTRODUCTION

- When You rent a Vehicle from Us the contract (Rental Contract) You have with Us consists of:
  - The agreement (Rental Agreement) You have signed to rent the Vehicle from Us;
  - These rental Terms and Conditions (Terms and Conditions); and
  - Our Privacy Policy.
- The date of the Rental Contract is the date shown in the Rental Agreement.

## 2. WHO MAY DRIVE THE VEHICLE?

### 1. Authorised Drivers

Only You or an Authorised Driver can drive the Vehicle. Allowing anyone who is unauthorised to drive the Vehicle constitutes a Major Breach of the Rental Contract and excludes any Authorised Driver from all entitlement to Damage Cover under clause 7 of these Terms and Conditions.

### 2. Age limits

We set a minimum age limit for those renting Our Vehicles. You and any Authorised Driver must be at least 21 years\* and no older than 85 years of age and have no less than 12 months driving experience, unless We have agreed to a variation of those restrictions before the Start of Rental and it is shown in the Rental Agreement.

### 3. \*Additional conditions apply for Luxury vehicles.Licence requirements

#### 1. You and any Authorised Driver must also have a valid licence to drive the class of Vehicle which is:

1. issued in an Australian state or territory or an international licence (or if not issued in English, an International Driving Permit or an approved translation of Your licence into English);
2. appropriate for the class of the Vehicle; and
3. not subject to any restriction or condition.

#### 2. Learner drivers and provisional and probationary licence holders are not acceptable and must not drive the Vehicle.

### 4. Cancelled licences

The Vehicle must not be driven if Your licence or the licence of any Authorised Driver has been cancelled within 2 years of the date of the Rental Agreement.

### 5. False information

The Vehicle must never be driven by You or an Authorised Driver who has provided a false or misleading name, age, address or driver's licence.

## 3. PROHIBITED USE

### 1. The Vehicle must not be driven by You or any Authorised Driver:

1. whilst intoxicated or under the influence of drugs or alcohol or with a blood alcohol content or any urine or oral fluid sample that exceeds the limit set by law;
2. recklessly or dangerously; or
3. whilst the Vehicle is damaged or unsafe.

### 2. You and any Authorised Driver must not:

1. fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;
2. use the Vehicle:
  1. for any illegal purpose;

2. to move dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
  3. to carry or transport illegal drugs or substances;
  4. to propel or tow another vehicle;
  5. in connection with the motor trade for experiments, tests, trials or demonstration purposes; or
  6. in an unsafe or un-roadworthy condition.
3. You and any Authorised Driver must not:
1. damage the Vehicle deliberately or recklessly or allow anyone else to do so;
  2. modify the Vehicle in any way;
  3. sell, rent, lease or dispose of the Vehicle; or
  4. register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009.
4. You and any Authorised Driver must not use the Vehicle:
1. to carry passengers for hire, fare or reward or for rideshare purposes; or
  2. to carry more than the number of passengers for which the Vehicle is licensed.

#### 4. WHERE THE VEHICLE CAN AND CANNOT BE USED

Our primary focus is on ensuring we're supporting your safety, we limit where our vehicles can be taken because we know these areas have challenging driving conditions.

- You should always drive to the conditions, if you're unsure check with the local authorities for restrictions and advice
- Remember that roadside assistance may not be available or able to access some areas
- Some areas have limited telecommunications service, you may not be able to call for assistance

1. Vehicles rented from a location in (subject to terms in clause 4):
  1. Northern Territory
    1. are only permitted for use in the Northern Territory, subject to daily kilometre limits.
  2. Queensland (including Gold Coast Airport)
    1. are permitted to be used in QLD, NSW and ACT.
  3. Victoria
    1. are permitted to be used in VIC, NSW, ACT and SA but no further west than Port Lincoln.
  4. Tasmania
    1. are only permitted to be used in Tasmania.
  5. New South Wales
    1. are permitted to be used in NSW, VIC, QLD and ACT.
2. The Vehicle must never be driven:
  1. on an Unsealed Road (subject to clause 4.3);

2. Off-road or on a 4WD track;
  3. in any area where snow has fallen;
  4. in Victoria and New South Wales, above the snow line between 1 May and 31 October; or
  5. in the Northern Territory, in any area outside of National Route 1 past Humpty Doo, between sunset and sunrise.
3. The Vehicle may be driven on an Unsealed Road provided the road is graded and well maintained and the condition of the road will not make the use of the Vehicle unsafe or expose it unreasonably to Damage.
  4. The Vehicle must not be used in any area that is prohibited by Us. Prohibited areas include:
    1. roads that are prone to flooding or are flooded;
    2. beaches, streams, rivers, creeks, dams and floodwaters;
    3. any road where the police or an authority has issued a warning;
    4. any road that is closed; and
    5. any road where it would be unsafe to drive the Vehicle.
  5. The Vehicle must never be driven or used:
    1. onto any island that is off mainland Australia. These islands are exceptions:
      1. Stradbroke Island;
      2. Magnetic Island;
      3. Bribie Island;
      4. Phillip Island; or
      5. Bruny Island
    2. in Tasmania, on the Western Explorer Road;
    3. in Western Australia and the Northern Territory:
      1. on the Tanami Track;
      2. on the Buntine Highway;
      3. the Gunbarrel Highway; or
      4. the Duncan Highway
    4. in the Northern Territory:
      1. on the roads to Jim Jim Falls and Twin Falls; or
      2. on the Kakadu Highway past Ubirr; or
      3. Gunlom Falls Road
    5. in Queensland:
      1. on the Bloomfield track;
      2. on the Savannah Way;
      3. on Cobra Road to access Emerald Creek Falls; or
      4. or Davies Creek Road to access Davies Creek Falls; or
    6. in any part of the state of Western Australia.

## 5. YOUR OBLIGATIONS

### 1. Start of the Rental

At the Start of the Rental and before collecting the Vehicle:

1. We will pre-authorise Your debit/credit card for a Holding Deposit of \$500 as security for the Rental Charges and other fees and charges incurred during Your rental, unless the Platinum Package has been selected where we will pre-authorise your card for \$1; and
  2. You must:
    1. Present Your driver's licence and that of any Authorised Driver and permit Us to make and retain copies of the driver's licences. You must present Your actual driver's licence or Australian state/territory issued digital licences that can be verified. Photos or copies of a driver's licence will not be accepted; and
    2. inspect the Vehicle to make sure that any pre-existing damage is noted and shown in the Rental Agreement.
  3. For Luxury Vehicles,
    1. We will pre-authorise Your debit/credit card for a Holding Deposit of \$1000 as security for the Rental Charges and other fees and charges incurred during Your rental; and
    2. Customers renting luxury Vehicles are required to present two forms of identification, where one is a current driver's licence. Examples of suitable additional identification include:
      1. Lease Agreement
      2. Utility Bill
      3. Telephone Bill
      4. Paperwork issued by a government agency such as Centrelink, ATO or Medicare
    3. International renters (no Australian residents) should also present their passport and any other supporting documentation required by states and territories.
  - 4.
2. First Time Renters
1. We reserve the right to process an increased Holding Deposit in some locations.
  2. If you are a first-time renter that resides within 100kms of the Depot that the vehicle is being collected from and your booking is not associated with a corporate account, insurance replacement vehicle or booking for a commercial rental vehicle, additional identification and payment requirements will apply to your rental. Renters will be required to produce;
    1. a debit/credit card in their name, along with current proof of address
    2. a holding deposit will be charged at the counter up to \$1000, regardless of Liability Reduction package purchased
    3. two examples of proof of address documentation are as follows;
      1. Lease Agreement
      2. Utility Bill
      3. Telephone Bill

4. Paperwork issued by a government agency such as Centrelink, ATO or Medicare

### 3. End of the Rental

At the End of Rental You must:

1. return the Vehicle:
  1. in the same condition it was in at the Start of Rental, fair wear and tear excepted;
  2. in a reasonable state of cleanliness;
  3. returned to the depot nominated on your agreement; and
  4. with a full tank of fuel (unless Fuel Purchase Option is selected)
2. pay:
  1. the Rental Charges, including any adjustment for extra kilometres;
  2. the cost of refuelling the car at \$3.99 per litre if the Vehicle is returned with less than the amount specified on the rental agreement;
  3. the additional costs that apply to motorhomes and campervans under clause 12;
  4. the Damage Excess if there is Damage or Third Party Loss as a result of an Accident or the Vehicle is stolen;
  5. any costs We incur, including extra cleaning and deodorising costs under clauses 9.4 or 11.2, in reinstating the Vehicle to the same condition it was in at the Start of Rental, fair wear and tear excluded;
  6. for all Damage, theft of the Vehicle and Third Party Loss arising from a Major Breach of the Rental Contract;
  7. for all Overhead Damage;
  8. for all Underbody Damage; and
  9. for any Damage caused by the immersion of the Vehicle in water.

### 4. Pre-Purchased Fuel Option

1. The Vehicle is supplied with a full tank of fuel. If You return the Vehicle without a full tank of fuel, a refuelling charge (\$3.99 per litre) will apply which will include fuel cost plus labour time cost to refuel the Vehicle. Pre-Purchased Fuel Option is available allowing You to pay for fuel usage in advance eliminating the need to pay for fuel at the end of Rental. Unused fuel which has been pre-purchased will not be refunded. You must also pay for any fuel used for any delivery and collection service We agree to provide You.

### 5. Tolls, fines and infringements

1. You and any Authorised Driver must pay all tolls, speeding and traffic fines and infringements as well as any fines or charges imposed for parking or using the Vehicle or release of the Vehicle if it has been seized by a regulatory authority.
2. If We receive notification of any tolls, fines or infringements incurred by You during the Rental Period We will nominate You as the responsible driver and You will be charged an Administrative Fee for each nomination. If We have paid any amount for which You are liable pursuant to clause 5.5(a), You will be charged that amount together with a further Administrative Fee.

3. The Administration Fee will not be refunded in the instance where you are successfully able to overturn or appeal your infringement with the relevant authority.
6. No smoking in the Vehicle  
You and any Authorised Driver must not smoke in the Vehicle and You must prevent any passenger from doing so. Our maximum cleaning fee and Loss of Use will be charged if We determine the Vehicle has been smoked in.
7. Seat belts and restraints  
You must comply:
  1. with all mandatory seat belt laws and fines may be imposed by the police on any driver or passenger who does not have a seat belt properly adjusted and fastened; and
  2. with all child restraint laws and ensure that for all children under the age of seven years the restraint has been fitted correctly according to the weight and age of the child and that the restraint is properly adjusted and fastened.
8. Vehicle to be locked and keys kept in your possession  
You and any Authorised Driver must make sure that the Vehicle is locked when not in use or unattended and the keys or remote control device must be kept in Your possession, or that of any Authorised Driver, at all times.
9. Reasonable care  
You and any Authorised Driver must take reasonable care of the Vehicle by:
  1. preventing it from being damaged;
  2. making sure that it is protected from the weather;
  3. maintaining the engine and brake oils and coolant level and tyre pressures and checking these no less than on a weekly basis;
  4. using the correct fuel type; and
  5. making sure it is not overloaded and within the GCM and GVM limitations according to the vehicle manufacturers guidelines.
10. Vehicles with manual transmission  
If the Vehicle has a manual transmission, You must also take reasonable care to drive the Vehicle in accordance with the manufacturer's recommendations and in accordance with safe driving practice, including engaging the clutch before starting the engine and when changing gear and not using the clutch to hold the Vehicle stationary on hills or steep inclines. There is no free roadside assistance and no Damage Cover for Damage or Third Party Loss if these requirements are not strictly observed.
11. Luxury Vehicles
  1. The minimum driving age for luxury vehicles is 25 years, which also applies to any additional drivers and must be fully licensed.
  2. Luxury Vehicles must be returned to the same Rental Location as where they were collected from, there are no relocations of vehicles permitted for luxury vehicles. If this does occur, You will be required to pay relocation towing and time off-road costs.

3. We require customers to refill luxury vehicles with a minimum of 95 unleaded fuel as per the direction from the manufacturer.
12. Notification of Vehicle fault  
If the Vehicle develops a fault or you are involved in an accident during the Rental Period You must inform Us immediately and not drive the Vehicle unless We have authorised You to do so.
13. Repair without authority prohibited  
You must not let anyone else repair or work on the Vehicle or towing or salvage of it without Our prior written authority to do so. You must not let anyone perform repair works, towing, or salvaging of the Vehicle unless this has been authorised by Us.
14. Repair with authority  
Where We have given You Our prior authority to repair the Vehicle You must keep and produce to Us the original tax invoices and receipts for any repairs, towing or salvage and You will be reimbursed only if these expenses have been authorised by Us. Any entitlement to reimbursement is subject to there being no Major Breach of the Rental Contract.

## 6. OUR OBLIGATIONS

1. We will provide a vehicle in the category You have selected but this does not guarantee make and model of the vehicle.
2. If the Vehicle breaks down during the Rental Period We will recover and repair the Vehicle as soon as possible. If the Vehicle cannot be repaired We will use Our best endeavours to provide a replacement Vehicle where one is available.
3. If the Vehicle is stolen during the Rental Period, we will use Our best endeavours to provide a replacement Vehicle where one is available.
4. Subject to the Australian Consumer Law, if a breakdown does occur We are not responsible for:
  1. flights You have missed;
  2. holiday plans that are disrupted;
  3. loss of enjoyment; or
  4. consequential or economic loss

## 7. DAMAGE COVER

1. Damage Excess  
Damage Cover is included in the Rental Charges. Subject to these Terms and Conditions and the level of Liability Reduction You have selected, We will indemnify You and any Authorised Driver for Damage, theft of the Vehicle or Third Party Loss but for each Accident or theft You must pay:
  1. up to the Damage Excess shown on the Rental Agreement; and
  2. the cost of any items not covered by the Liability Reduction Package You have selected (see clause 7.2) unless:



1. We determine that you are not at fault and;
  2. the other party was insured and their insurance company accepts liability and agrees to pay for Our loss.
2. Liability Reduction options
  1. Our Limited Liability Reduction Package provides:
    1. a standard Damage Excess of \$5,000; and
    2. basic liability protection for Vehicle Damage, theft and Third Party Loss that exceeds the Damage Excess as well as roadside assistance for breakdowns (subject to a call out fee) but it excludes any cover for Damage arising from impacts with animals, hail and storm Damage, Damage to the interior of the Vehicle, Damage to its windscreen and tyres, towage, keys, Loss of Use and Accident fees.
  2. At additional cost You may purchase a Gold or Platinum Liability Reduction Package:
    1. the Gold Package provides additional protection for Damage arising from impacts with animals, hail and storm Damage and Damage to the interior of the Vehicle and reduces the Damage Excess to \$1,500;
    2. the Platinum Package, which is Our premium Liability Reduction Package, provides the maximum level of protection for Damage and Third Party Loss and has a nil Damage Excess and cover for Overhead Damage to motor vehicles (buses, commercial vehicles and campervans are excluded) and Underbody Damage. Key replacement is not covered. Note: All Damage Liability Reduction Packages are subject to the Damage Cover Exclusions in clause 8 and to these Terms and Conditions.
3. Roadside Assistance package

Although roadside assistance is available for all rentals, unless the Roadside Assistance package is selected roadside assistance is subject to a call out fee of \$180 with all Liability reduction options, This additional package waives the call out fee, covers the cost of key replacement, and breakdown related towing.
4. When the Damage Excess is payable

The Damage Excess payable under clause 7.1(a) and the cost of any items not covered by the Liability Reduction Package You have selected, will be charged to Your debit/credit card as follows:

  1. upon notification of Single Vehicle Accidents (refer to section 14);
  2. if the Vehicle has been stolen, after We have made reasonable enquiries and in Our opinion it is unlikely the Vehicle will be recovered;
  3. for Third Party Loss, upon notification of Accidents in which there is also Third Party Loss involved.
5. Claims handling fee

A claims handling fee ranging from \$210 for claims for Single Vehicle Accidents and theft to \$320 where the Accident involves other Vehicles or Third Party Loss. It applies to all Accident and theft claims and must be paid in addition to the Damage Excess and

covers the administrative costs of handling Your claim, including arranging for repairs and towing and managing claims for Third Party Loss. It is payable at the time You lodge Your Accident or theft claim with Us and is not refundable.

## 8. DAMAGE COVER EXCLUSIONS

1. There is no Damage Cover, and You and any Authorised Driver are liable for Damage or Third Party Loss arising from:
  1. a Major Breach of the Rental Contract;
  2. the use of the Vehicle by any driver who is not an Authorised Driver; or who is less than 21 years of age;
  3. Overhead Damage to buses, commercial vehicles and campervans;
  4. Underbody Damage (except the Platinum Package which provides cover for Underbody Damage); and
  5. immersion of the Vehicle in water.
2. There is no Damage Cover for personal items that are left in or stolen from the Vehicle or for loss or damage to property belonging to or in the custody of:
  1. You;
  2. any relative, friend or associate of Yours ordinarily residing with You or with whom You ordinarily reside;
  3. any relative, friend or associate of an Authorised Driver; or
  4. Your employees.
3. The roadside assistance cover does not cover Accident related towing, unless Platinum Liability Reduction has been selected. If no liability reductions have been selected You will be charged additional towing if this is required due to an Accident. Additional cover to waive breakdown related towing fees is available.

## 9. RENTAL PERIOD, COSTS & CHARGES

1. Rental Agreement  
The Rental Agreement shows:
  1. the Rental Period for which You have hired the Vehicle; and
  2. the Rental Charges.
2. Return of the Vehicle
  1. At the End of Rental You must return the Vehicle to the location specified, on the date and time shown in the Rental Agreement.
  2. If You require the Vehicle for longer than the Rental Period, You must notify Us at least 24 hours prior to the expiration of the Rental Period. If You fail to do so, We may terminate the Rental Contract and if the location of the Vehicle is known, recover it by lawful means or if it is unknown, after making reasonable attempts to contact You, report the Vehicle as stolen to the Police.
  3. If You return the Vehicle:
    1. more than one hour after the time set for its return in the Rental Agreement We will charge You one full day's rental and a further full day's

rental at the daily rate for each 24 hour period or part thereof, including liability waiver and additional extras until the Vehicle is returned to Us;

2. at any time other than during Our normal business hours You must pay for the daily Rental Charges and all Damage until the Rental Location next opens for business and a final inspection of the Vehicle has been undertaken; or
3. at any airport, You must pay for the daily Rental Charges and all Damage until a final inspection of the Vehicle has been undertaken.

3. All amounts to be paid

At the End of Rental You must also pay for all amounts owing pursuant to clause 5.3(b) and any amount payable under the Rental Contract is subject to subsequent verification and adjustment and details of any adjustments will be provided to You as soon as practicable.

4. Cleaning fees

If the Vehicle is returned to Us in an excessively dirty state, the interior is soiled or there is an offensive smell, including as a result of a breach of clause 5.5 You will be charged a cleaning and deodorising fee of up to \$300 and any Loss of Use.

5. Credit/debit card surcharge

All payments by credit or debit card incur a payment surcharge of 1.4%.

6. Debit/Credit card authority If any amount is due to Us or remains unpaid, including the Damage Excess payable under clause 7.1 or the cost of items not covered by the Liability Reduction Package You selected, You authorise Us to debit Your debit/credit card with that amount within a reasonable time after the End of the Rental.

7. Default in payment

If You default in the payment of any moneys owed to Us under the Rental Contract:

1. You must pay Us interest on that overdue amount calculated at the rate of 10% per annum and starting 7 days after the date that overdue amount became payable to Us and ending on the date of payment of all amounts due; and
2. We may engage a mercantile agent or debt collector and You must pay the reasonable costs and charges We incur in recovering or attempting to recover that overdue amount, including mercantile or debt collection fees, commission and any legal costs; and
3. You authorise Us to provide information of that default to a credit reporting body and to obtain an up to date consumer credit report on You. Personal information may be used and disclosed by the credit reporting body in accordance with the Privacy Act to create or maintain a credit information file containing information about You, including defaults in excess of 60 days and the debt owed to Us.

8. Northern Territory & Commercial Vehicles only

A daily limit of 250 kilometres applies unless You have Our prior written approval to have this fee waived and it is noted on the Rental Agreement. For each day You exceed that limit You will incur an additional fee of thirty cents (30c) per kilometre.

9. Payment Options

1. Pay Now & Save

1. requires a debit/credit card and full prepayment at time of booking.

2. is non-refundable.
3. can be cancelled and the value of the payment will be retained by Us which can be used in the future for a debit/credit.
4. can be used in conjunction with other discounts.
5. can only be booked via our website or our contact centre. It does not apply to same-day bookings (ie. walk-in bookings created at the counter, or bookings made today for collection today).

2. Book Now, Pay Later

1. requires a debit/credit card, however, no payment is processed.
2. Payment is required on the day of collection.
3. Is non-refundable once the vehicle has been collected and payment for the rental has been taken.
4. The value of any unused days can be used as credit for a future booking.

10. Cancellation

1. If your booking is made via:

1. Pay Now & Save

1. This booking is non-refundable
2. Can be cancelled and the value is retained by us and can be used as a credit toward a future booking.
3. If the vehicle is returned earlier than stated on the agreement, the value of any unused days will be retained by us and can be used as a credit towards a future booking.

2. Book Now, Pay Later

1. Can be cancelled at any time without penalty.
2. Can not be refunded once the vehicle has been collected and paid for.
3. If the vehicle is returned earlier than stated on the agreement, the value of any unused days will be retained by us and used as a credit towards a future booking.

3. Booked via a third party agent

1. Please refer to the cancelation terms with your agent.

2. If Your flight is delayed or cancelled, We will not be responsible for refunds or after hours pick up arrangements fees or taxi fees. For destinations where after hours pick up is possible this will be provided at an additional cost. If there is no after hours service at the specific Rental Location you may pick the Vehicle up the following day

11. Additional Drivers

1. You may add one additional driver to your booking free of charge. All subsequently added drivers will be charged at \$20 per driver per booking.

## 10. TOLL CHARGES AND PROCESSING

1. Number plate recognition is used to identify the Vehicle when it is used on a toll road and is linked to Your reservation.
  1. You must pay:
    1. all tolls and associated charges incurred in connection with Your use of a toll road; and
    2. a service fee of \$3.00 per toll.
2. Your debit/credit card on file will be automatically billed for these tolls, charges and fees.

## 11. ANIMALS IN VEHICLES

1. We do not allow domestic pets to ride in Our Vehicles, but do allow registered assistance animals.
2. Although We do not charge an extra fee for registered assistance animals, You will incur an additional charge for any Damage caused by animals, or any special cleaning required as a result of shedding or accidents.
3. Transport of animals within the Vehicle and the use of an appropriate restraint, container or crate is entirely Your responsibility. Please be aware that government regulation also applies.

## 12. CAMPERVANS AND MOTORHOMES

1. At the Start of Rental We will supply a gas bottle and fire extinguisher.
2. At the Start of Rental You will be charged the refilling cost of the gas bottle and the replacement cost if the fire extinguisher has been used.
3. You will also be charged replacement costs if any of the additional equipment supplied with the Vehicle is missing or not returned in the same condition as at the Start of Rental, subject to fair wear and tear.
4. If a toilet is fitted, a fee of \$300 including GST applies if the Vehicle is returned with the toilet unemptied.

## 13. ACCIDENTS OR BREAKDOWNS

1. 24 roadside assistance is provided and in the event that You require assistance You must contact Us on 1300 729 230 to arrange that assistance. Provided there has not been a Major Breach We will supply all practical assistance as soon as practicable.
  2. We are not responsible for:
    1. Damage as a result of use of the incorrect fuel type;
    2. a flat battery because the lights or entertainment systems have been left on;
    3. tyre changing;
    4. lost keys or remote control device; or
    5. keys or remote control device locked in the Vehicle,
- and extra charges will apply if any of these services are provided at Your request.

#### 14. ACCIDENT REPORTING

1. If You or an Authorised Driver has an Accident or if the Vehicle is stolen You must report the Accident or theft to Us within 24 hours of it occurring and fully complete an Accident/Theft report form.
2. You must complete a damage report form as soon as practical, access the electronic form and complete all relevant information relating to the damage to the Vehicle. Access the form [here](#).
3. If the Vehicle is stolen or if You or an Authorised Driver of the Vehicle has an Accident where:
  1. any person is injured;
  2. the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or
  3. the other party appears to be under the influence of drugs or alcohol,
  4. You or the Authorised Driver must also report the theft or Accident to the Police.
4. If You or an Authorised Driver has an Accident You and the Authorised Driver must:
  1. exchange names and addresses telephone numbers and email addresses with the other driver;
  2. take the registration numbers of all vehicles involved;
  3. take as many photos as is reasonable showing:
    1. the position of the Vehicles before they are moved for towing or salvage;
    2. Damage to the Vehicle;
    3. the damage to any third party vehicle or property; and
    4. the general area where the Accident occurred, including any road or traffic signs;
  4. obtain the names, addresses and phone numbers of all witnesses;
  5. forward all third party correspondence or court documents to Us within 7 days of receipt; and
  6. co-operate with Us in the prosecution of any legal proceedings that We may institute or defence of any legal proceedings which may be instituted against You or Us as a result of an Accident, including:
    1. attending Our lawyer's office; or
    2. any Court hearing.
5. You and an Authorised Driver must not:
  1. make any admission of fault;
  2. promise to pay any claim for Third Party Loss; or
  3. release the other party from any liability to pay for Damage as a result of an Accident, theft or attempted theft.

#### 15. CONSEQUENCES OF A MAJOR BREACH OF THE RENTAL CONTRACT

1. No Damage Cover  
If You or any Authorised Driver:

1. commit a Major Breach of the Rental Contract in a way that causes Damage, theft of the Vehicle or Third Party Loss; or
  2. drive the Vehicle in a reckless manner so that a substantial breach of road safety legislation, has occurred,
  3. Prevents us from making any Accident claim during your rental,
  4. You and any Authorised Driver:have no Damage Cover;
    1. are liable for all Damage, theft of the Vehicle and Third Party Loss; and
    2. are liable for and must pay any additional costs or expenses We incur as direct consequence thereof.
2. Termination and repossession
- Acting reasonably, We may terminate the Rental Contract and take immediate possession of the Vehicle if a breach of any part of clause 15.1 has occurred.

## 16. PRIVACY POLICY

1. The Privacy Policy forms part of the Rental Contract.
2. By entering into the Rental Contract with Us You represent to Us that You have read and understood the Privacy Policy.
3. You consent to Us collecting, using and disclosing Your Personal Information in accordance with the Privacy Policy. Our Privacy Policy is available [here](#).

## 17. OTHER GENERAL PROVISIONS

1. The Rental Contract is governed by the laws of the state in which the Vehicle was rented and You agree that courts in that state have non-exclusive jurisdiction to determine any dispute that arises between You and Us.
2. The Australian Consumer Law provides You with rights that are not excluded, restricted or modified by the Rental Contract and any provision in this contract is subject to the specific protections and guarantees in that and any corresponding Federal, State or Territory legislation.
3. We may fit a GPS Device to the Vehicle to enable Us to track the Vehicle while it is out of Our possession. When you sign these Terms and Conditions You authorise Us to use the GPS Device to track the Vehicle until it is returned to Us.
4. We do not accept any liability for personal items that have been left in our vehicles or at our locations. We also do not accept responsibility for, or costs associated with, any personal items (including luggage) that are damaged while in our vehicles, shuttles or locations.
5. If you wish to dispute a damage related claim, please email our Claims Department at [claims@bargaincarrentals.com.au](mailto:claims@bargaincarrentals.com.au) with your rental agreement number, description of the problem and any supporting relevant documentation. We will endeavour to provide a response within 7 working days.
6. If you would like to make a formal complaint, please fill out the form [here](#). We will endeavour to provide you a response within 7 working days.

7. For all US customers, by signing our agreement you also agree to the terms of our Addendum that you can view [here](#).  
Special offers, discounts codes and any other promotions or offers provided by Us can be withdrawn at any time without notice and can not be used in conjunction with any other offer.

## 18. DEFINITIONS

When You read these Terms and Conditions You will see that there are a number of terms that occur regularly throughout this document and these words or phrases have a specific meaning each time they appear and You should familiarise Yourself with them;

Accident means an unintended and unforeseen incident, including:

- a collision between the Vehicle and another vehicle or object;
- a Single Vehicle Accident; or
- a weather event, including hail or storm Damage;

that results in Damage or Third Party Loss.

Administrative Fee means a fee of up to \$65 including GST for the administrative costs associated with Your rental.

Authorised Driver means any driver of the Vehicle who is approved by Us and who is recorded on the Rental Agreement prior to the Start of Rental.

Damage means any damage to the Vehicle including its parts, components and accessories that is not fair wear and tear, and for the removal of doubt, any Damage to the windscreen, headlights, lights or tyres that makes the Vehicle unroadworthy is not fair wear and tear.

Damage Excess means the amount, including GST, up to which You must pay Us in the event of an Accident that causes Damage or Third Party Loss or the Vehicle has been stolen.

End of Rental means the date and time shown in the Rental Agreement or the date and time the Vehicle is returned to Us, whichever is the later.

GPS Device means a GPS or other device that is fitted to the Vehicle that has electronic tracking capabilities.

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

Major Breach means a breach of any of:

- clauses 2, 3, 4 or subclauses 5.5, 5.6, 5.7, 5.8, 5.9, or 5.10 that causes Damage, theft of the Vehicle or Third Party Loss or;
- clause 14 that prevents Us from properly investigating a claim arising from an Accident or theft or from prosecuting or defending any Accident or theft claim.

Off Road means any area that is neither a sealed or unsealed road and includes but is not limited to unformed roads, fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, rivers, flood waters, sand, deserts, rocks, fields and paddocks.

Overhead Damage means:

- damage at or above the level of the top of the front windscreen of the Vehicle; or
- Third Party Loss, caused by:
  - contact between the part of the Vehicle that is at or above the level of the top of the front windscreen with objects overhanging or obstructing its path;



- objects being placed on the roof of the Vehicle; or
- You or any person standing or sitting on the roof of the Vehicle.

Privacy Policy means Our Privacy Policy available [here](#).

Rental Charges means the charges payable for renting the Vehicle from Us together with GST and any other taxes or levies which are all fully set out in the Rental Agreement.

Rental Location means the location from which the Vehicle was hired.

Rental Period means the period commencing at the time shown in the Rental Agreement and concluding at the End of Rental.

Single Vehicle Accident means:

- a collision between the Vehicle and another object when no other moving Vehicle is involved and includes impacts with animals, roadside infrastructure, vegetation and buildings and any stationary object including parked vehicles;
- rollovers; and
- Damage caused by use of the Vehicle on an Unsealed Road.

Start of Rental means the date and time that the rental commences as shown in the Rental Agreement.

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 or resulting from contact between the underside of the Vehicle and any part of the roadway or any object or obstruction, including kerbs, gutters, speed or road humps, barriers or wheel stops and does not arise as a result of an impact with another vehicle.

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

Vehicle means the Vehicle described in the Rental Agreement and includes its parts, components and accessories, including the GPS unit.

Vehicle Interior means coverage related to:

- Additional cleaning costs except due to events specified in the agreement that are not covered (applies to stains and odours)
- Accidental interior Damage as a result of an external impact
- Accidental Damage to carpet or upholstery including tears, cuts, scratches, holes and burns

We will not cover any other Damage not considered Wear and Tear, or malicious or intentional Damage.

We, Us, Our, means Bargain Car Rentals Australia Pty Ltd ABN 34 115 153 930 or if the Vehicle is from Our luxury range, it means Eden Rose Investments Pty Ltd trading as U R Drive ABN 26 638 810 465.

Wear and Tear means the normal deterioration of a vehicle due to everyday use. See our [Wear and Tear Guide](#) for more information.

You, Your means the person, whether it is an individual, a firm, company or government agency that hires the Vehicle from Us and whose name is shown in the Rental Agreement.

Interpretation

In these Terms and Conditions, unless the context otherwise requires:

- headings are for convenience only and do not form part of the Terms and Conditions or affect their interpretation; and
- where You comprises two or more persons each is bound jointly and severally.