## **EverythingFleet**\*

# TERMS & CONDITIONS

Everything Fleet® is taking steps to improve its environmental footprint and is now replacing paper versions of these Terms and Conditions with electronic versions. If You would prefer to receive a paper copy please ask for one at the counter at the time of collecting Your Vehicle or print a copy by going to our website.

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### **TALK TO OUR TEAM**

From 8am to 4pm, Monday to Friday, talk directly to one of our team

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## Everything Fleet ABN 74 659 317 067 RENTAL/SUBSCRIPTION TERMS & CONDITIONS

#### 1 Introduction

#### 1.1 The Contract

Your Contract to Subscribe/Hire a Vehicle from Everything Fleet (The Contract) consists of:

- (a) the Agreement (Agreement) You have signed to Subscribe/Hire the Vehicle from Us; and
- (b) these Terms and Conditions (Terms and Conditions).

#### 1.2 Jurisdiction

The Contract is governed by the laws of Queensland and You agree that Courts in that State have non-exclusive jurisdiction to determine any dispute that arises between You and Us.

#### 1.3 Australian Consumer Law

You have consumer rights conferred by the Australian Consumer Law and neither this Clause nor any other provisions of The Contract excludes, restricts or modifies any implied terms, guarantees or rights You may have under those Laws or any other Federal, State or Territory Legislation.

#### 1.4 Electronic Signature

We may use electronic signatures as a means of entry into The Contract. When You insert an electronic signature, You consent to the use of this means of acknowledgement and acceptance of these Terms and Conditions and Your obligations under The Contract.

#### 2 Who may drive the Vehicle?

#### **IMPORTANT NOTICE**

A Breach of any part of this Clause 2 is a Major Breach of The Contract. See Clause 11 for further details.

#### 2.1 Authorised Drivers

Only You or an Authorised Driver can drive the Vehicle. Allowing anyone who is not an Authorised Driver to drive constitutes a Major Breach of The Contract that excludes You and any Authorised Driver from all entitlement to Damage Cover indemnity under Clause 8 of these Terms and Conditions.

#### 2.2 Age Limits

There is a minimum and maximum age limit for those renting Our Vehicles. You and any Authorised Driver must be a least 21 and not over 85 years of age and have no less than 12 months driving experience, unless We have agreed to a variation of that restriction before the start of the Rental/Subscription, and it is shown in the Agreement.

#### 2.3 Licence Requirements

- (a) You and any Authorised Driver must also have a current valid licence to drive the Vehicle which is:
  - (i) issued in an Australian State or Territory or an International Licence (with a valid International Driving Permit or an approved translation into English if the licence is not issued in English);
  - (ii) appropriate for the class of Vehicle; and
  - (iii) not subject to any restriction or condition.
- (b) Learner Drivers and provisional and probationary licence holders are not acceptable and must not drive the Vehicle.

#### 2.4 Cancelled and Suspended Licences

The Vehicle must not be driven:

- (a) whilst Your Driver's license is cancelled or suspended, including as a result of an accumulation of demerit points; or
- (b) if Your licence has been cancelled or suspended, within three (3) years of the date of the Agreement.

#### 2.5 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 license.

#### **3 Prohibited Use**

#### IMPORTANT NOTICE

A Breach of any part of this Clause is a Major Breach of The Contract. See Clause 11 for further details.

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

(a) whilst intoxicated or under the influence of drugs or alcohol or with a blood alcohol content or level of drugs presence in blood, urine or oral fluid that exceeds the limit set by Law;

- (b) recklessly or dangerously;
- (c) in a manner that results in a Traffic Infringement Notice being issued to You or any Authorised Driver
- (d) in contravention of any road rules; or
- (e) whilst there is Damage to the Vehicle or it is unroadworthy or unsafe.

#### 3.2 You and any Authorised Driver must not:

- (a) fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment:
- (b) use the Vehicle:
  - for any illegal purpose;
  - to move dangerous, hazardous, biohazardous, infectious, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
  - to propel or tow another Vehicle, trailer or boat unless authorised to do so;
  - to carry or transport illegal drugs or substances; or
  - in connection with the motor trade for experiments, tests, trials or demonstration purposes; or
- (c) use a mobile phone:
  - to make or receive a phone call, perform any audio functions or as a navigational device, unless the Vehicle is stationary and the body of the phone is secured in a mounting affixed to the Vehicle and its use does not require manual operation of the phone; or
  - to send a text message, video message, email or similar communications unless the Vehicle is parked.

#### 3.3 You and any Authorised Drive must not:

- (a) Damage the Vehicle deliberately or recklessly or allow anyone else to do so;
- (b) modify the Vehicle in any way;
- (c) sell, rent, lease or dispose of the Vehicle; or
- (d) register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009.

#### 3.4 You and any Authorised Drive must not use the Vehicle to carry:

- (a) passengers for hire, fare or reward or for rideshare purposes;
- (b) more than the number of passengers for which the Vehicle is licenced; or
- (c) any load that exceeds the limits for which the Vehicle was designed, constructed, registered or licenced.

#### 4 Prohibited Areas of Use

#### **IMPORTANT NOTICE**

A Breach of any part of this Clause is a Major Breach of The Contract. See Clause 11 for further details.

#### 4.1 The Vehicle must never be driven, unless specifically authorised by Us:

- (a) on an Unsealed Road; or
- (b) Off Road.

## 4.2 The Vehicle must not be used in any area that is prohibited by Us. Prohibited areas include:

- (a) roads that are prone to flooding or are flooded;
- (b) beaches, sand dunes, streams, rivers, creeks, dams and floodwaters or any area exposed to saltwater;
- (c) any road where the Police or an Authority has issued a warning;
- (d) any road that is closed;
- (e) any road where it would be unsafe to drive the Vehicle; and
- (f) airside of any Airport.

## 4.3 The Vehicle must never be driven or used in the Areas, listed below unless specifically authorised in writing by Us:

- (a) to Gove Peninsula or any island off the coast of Australia (including, but not limited to, Kangaroo Island, Bruny Island, Fraser Island, Magnetic Island, Groote Eylandt or the Tiwi Islands);
- (b) to Kangaroo Island, however, if so, authorised in writing by Us, You and any Authorised Driver must not drive the Vehicle between dusk and dawn outside town limits, into or out of the Northern Territory, Western Australia or Tasmania;
- (c) in Queensland:
  - on Highway No. 27: beyond Chillageo in a Westerly direction;
  - on Highway No. 1: beyond Normanton in a Southerly direction and no further North than Karumba:
  - beyond Cooktown to the North or Lakeland to the West and no further North than Cape Tribulation on the Coast Road; or
  - on the Coast Road from Shannonsvale to Cape Tribulation or from Laura to Lakeland, unless the Vehicle is a 4WD Vehicle:
- (d) in the snow at anytime and anywhere (including Tasmania):

- (e) in any area where snow has fallen or is likely to fall including above the snow line in New South Wales (being Jindabyne) or Victoria (being Bright) from the beginning of June to the end of September;
- (f) in Western Australia:
  - to any parts north of Carnarvon;
  - on the Kalumburu Road, Tanami Road, Canning Stock Route, Gunbarrel Highway and Holland Track;
  - on the Gibb River Road, Cape Leveque Road and Windjana Gorge unless the Vehicle is a 4WD Vehicle and is being driven in 4WD mode on these roads;
  - beyond 100 kilometres of the Perth City Limits between dusk and dawn; or
  - outside any town or city limits between dusk and dawn.
- (g) in the Northern Territory:
  - on the Jim Jim Falls Road to Jim Jim Falls and Twin Falls; or
  - outside any town or city limits between dusk and dawn.

#### 5 Your Obligations

#### **IMPORTANT NOTICE**

A Breach of any part of Sub-Clauses 5.5, 5.6, 5.7, 5.8 or 5.10 is a Major Breach of The Contract. See Clause 11 for further details

#### 5.1 Start of the Rental/Subscription

At the Start of the Rental/Subscription and before collecting the Vehicle You must:

- (a) present Your Driver's licence and that of any Authorised Driver at the Hiring Location and permit copies of the Driver's licences to be made and kept by Us;
- (b) present Your passport if You are not an Australian citizen;
- (c) submit to an identify verification check;
- (d) fully inspect the Vehicle to ensure that the condition of the Vehicle and any pre-existing Damage is accurately noted and shown in the Agreement and if there is any discrepancy You must notify Us prior to leaving the Hiring Location; and
- (e) pay the anticipated Hire/Subscription Charges and the Security Bond.

#### **5.2 Security Bond**

The Security Bond will be retained by Us as a security for the performance of any of Your obligations and liabilities under The Contract and is fully refundable to You 10 business days after the End of the Rental/Subscription provided that:

(a) all amounts due to Us under The Contract have been paid, including Toll Road Charges and Costs;

- (b) the Vehicle has been returned to the Hiring Location at the date and time set in the Agreement;
- (c) there is no Damage (except for reasonable Wear and Tear) or Third-Party Loss;
- (d) the exterior and interior of the Vehicle are clean;
- (e) the Vehicle has a full tank of Fuel; and
- (f) there has not been a Major Breach of the Contract.

We reserve the right to retain all or part of the Security Bond if there is a Breach of any of these conditions.

#### 5.3 During Your Rental/Subscription

- (a) You must:
  - (i) inspect the Vehicle daily for oil, water and Fuel leaks, Damage and check tyre pressure; and
  - (ii) adhere to any mileage instructions displayed in the Vehicle or set by the Hiring Location.
- (b) You must not:
  - (i) use the Vehicle for transporting any pets or animals, except assistance animals, unless specifically approved by Us;
  - (ii) smoke in the Vehicle and You must take reasonable steps to prevent passengers from doing so. It is an offence in some Australian States to smoke in a Vehicle where there are passengers of less than 18 years of age;

or

(iii) use the Vehicle to move infectious, biohazardous or biomedical waste, unless specifically approved by Us. Additional cleaning, disinfection and deodorizing Charges of up to \$500.00 will apply for any Breach of Clause 5.3(b)(iii).

#### **5.4 Seatbelts and Restraints**

You must comply with all mandatory:

- (a) seatbelt laws and Fines may be imposed by the Police on any Driver or passenger who does not have a seatbelt properly adjusted and fastened; and
- (b) child restraint laws and ensure that for all children under the age of seven (7) 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.

#### **6 Contract Period, Costs and Charges**

#### 6.1 Your Rental/Subscription

Your Rental/Subscription of the Vehicle from Us is for the Rental/Subscription Period and at the rate shown in the Agreement.

#### 6.2 Extending the Rental/Subscription Period

- (a) We understand that circumstances change and that You may require the Vehicle for longer that the Contract Period. If so, You must notify Us no less than 24 hours prior to the expiration of the Contract Period.
- (b) If You fail to notify Us at least 24 hours before the expiration of the Rental/Subscription Period that You require an extension and fail to return the Vehicle on the scheduled date and at the time shown in the Agreement, We may:
  - (i) Terminate The Contract; and
  - (ii) 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.

#### 6.3 Cancellation and "No Show"

- (a) You will be charged Rental/Subscription Charges equivalent to the full Rental Charge or one weeks Subscription Charge if:
  - (i) Your booking is cancelled within 24 hours prior to the Start of the Rental/Subscription; or
  - (ii) You fail to notify Us of Your intended cancellation prior to the Start of the Rental/Subscription and fail to pick up the Vehicle, unless We are able to Rent/Subscribe the Vehicle to another Renter/Subscriber for an equivalent term and rate.
- (b) A cancellation is not effective until acknowledged and confirmed by Us.

#### 6.4 Fines and Infringements

- (a) You and 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.
- (b) An Administrative Fee of up to \$88.00 applies if We are required to nominate You as the responsible Driver if any Toll, Fine or Infringement is unpaid.

#### **6.5 Tolls and Payments**

Everything Fleet Pty Ltd will be responsible for managing and processing your Toll Charges. If you drive the vehicle on a Toll Road you will be liable for the relevant Toll Charges as well as a Toll service fee of \$2.20 per Toll (including GST). We will charge your credit card held on file:-

- (a) The Toll amount (including any video matching fee);
- (b) The applicable service fees.

You are not permitted to use your own tolling tag in our vehicles.

You are not permitted to add our vehicles to your own etag account.

In the event that we are unable to process your Toll Payments and Fees the matter will be referred for collection. Any collection and/or legal costs will then be added to the amount outstanding and are payable by you.

#### 6.6 Daily Kilometre Limited

A daily kilometre limit applies to Your Rental/Subscription as shown on Your Agreement. If You exceed that limit (calculated over the Rental/Subscription Period) You will incur an additional Fee of \$0.25 - \$0.55 per kilometre as shown in Your Agreement.

#### 6.7 Return of the Vehicle

You must return the Vehicle:

- (a) to the Hiring Location:
  - (i) on the date and by the time shown in the Agreement:
  - (ii) in a reasonable state of cleanliness:
  - (iii) in the same condition, it was in at the Start of the Rental/Subscription, Fair Wear and Tear excepted; and
  - (iv) with a full tank of Fuel.
- (b) if You return the Vehicle:
  - (i) with less than a full tank of Fuel a Charge of \$4.40 per litre will apply;
  - (ii) with less than the check out level of EV charge, you will be charged a fee per kilowatt hour:
  - (iii) with less than a 20% charge, a Low Battery Recharging fee will apply;
  - (iv) earlier than the date shown in the Agreement there is no entitlement to a refund:
  - (v) more than one hour after the date and time set for its return in the Agreement, We will Charge You one fifth of the Rental/Subscription daily rate for each hour up to one full day's Rental and a further full days Rental at the standard rate for each 24-hour period or part thereof until the Vehicle is returned to Us; or

(vi) at any time outside Our normal business hours, You must pay for the daily Rental/Subscription Charges and all Damage until the Hiring Location next opens for business unless We have agreed to an after business hours drop off and it is shown on the Agreement.

#### **6.8 Post Rental/Subscription Inspection Procedure**

- (a) We will take reasonable steps to conduct a post Rental/Subscription inspection in Your presence; and
- (b) if You do not wish to wait for the full inspection, We will use reasonable endeavours to conduct the inspection within four (4) business hours and if Damage is detected, We will notify You as soon as it is reasonably practical `to do so.

#### 6.9 End of the Rental/Subscription

At the End of the Rental/Subscription You must pay:

- (a) the balance of the Rental/Subscription Charges, including any Charges for Fuel, EV Charging and excess Kilometres;
- (b) the Damage Liability Fee, plus Single Vehicle Accident Fee if applicable, if there is Damage or Third-Party Loss as a result of an Accident or the Vehicle is stolen;
- (c) any costs We incur, including:
  - (i) Costs:
  - (ii) EV Charging;
  - (iii) extra Cleaning Costs;
  - (iv) Repossession Fees;
  - (v) Towing Fees:
  - (vi) Assessment Fees
- (d) for all Damage arising from a Major Breach of The Contract;
- (e) for all Overhead and Pantech Body Damage;
- (f) for any Damage caused by the immersion of the Vehicle in water.

#### **6.10 Credit Card Authority**

Subject to the Terms and Conditions, if any amount is due to Us or remains unpaid, including:

- (a) the Rental/Subscription Charges;
- (b) Tolls and Toll Service Fees;

- (c) Speeding and Traffic Fines and Infringements;
- (d) Fine Administration Fees
- (e) Fines or Charges imposed for parking;
- (f) extra Cleaning Costs;
- (g) Refuelling Costs; or
- (h) the Damage Liability Fee or Single Vehicle Accident Fee

You authorise Us to debit Your Credit Card with that amount within a reasonable time after the End of the Rental/Subscription.

#### **6.11 Default in Payment**

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

- (a) 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 the overdue amount became payable to Us and ending on the date of payment of all amounts due;
- (b) We may engage a Solicitor, Mercantile Agent or Debt Collector and You must pay the reasonable costs and Charges We incur in recouping or attempting to recover that overdue amount, including the Mercantile or Debt Collection Fees, commission and any legal costs; and
- (c) You authorize 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.

#### 7 Damage Cover Inclusions

#### 7.1 Damage Liability Fee

- (a) Standard Damage Cover is included in the Rental/Subscription Charges.
- (b) Subject to these Terms and Conditions We will indemnify You and any Authorised Driver for any Damage to the Vehicle, its theft and Third-Party Loss but only if You have paid the Damage Liability Fee shown on the Agreement for each Accident or theft claim;

- (c) You will not be liable to pay the Damage Liability Fee shown on the Agreement if:
  - (i) We agree You were not at fault; and
  - (ii) the other party was insured and their insurance company accepts liability.

#### 7.2 When is the Damage Liability Fee payable?

At the End of the Rental/Subscription an amount up to, but not exceeding the Damage Liability Fee plus any applicable Single Vehicle Accident Fee will be charged to Your Credit Card.

#### 7.3 How is the Damage Cost Assessed?

We will assess all Damage and communicate the actual cost to You:

- (a) for Single Vehicle Accidents after a repairer's estimate or assessment verifying the amount is available;
- (b) if the Vehicle has been stolen, after We have made reasonable enquiries and, in Our opinion, it is unlikely the Vehicle will be recovered;
- (c) if the Vehicle has been stolen and later recovered, after a repairers estimate or assessment verifying the amount is available; and
- (d)for Accidents in which there is also Third-Party Loss, after We have made an estimate of Your total liability. Supporting documents and particulars of the claim for Third-Party Loss will be forwarded to You as soon as practicable.

#### 7.4 Claims Administration Fee

All Accident, attempted theft and theft claims will incur a Claim Administration Fee of \$385.00 in addition to the Damage Excess liability. This Fee is to compensate Us for the labour and associated costs with processing Your claim.

#### 7.5 Reducing Your Damage Liability Fee

If You have taken the option to reduce Your Damage Liability Fee by purchasing one of Our Additional Coverage options Your liability will be reduced to the amount detailed on Your Agreement. Damage Cover is subject to the Exclusions detailed in Clauses 8 and 11.

#### 7.6 When will a Refund be issued?

Once the Damage Cost has been assessed and communicated to You, and provided that You are not in Breach of any terms of Your Contract, a Refund may be payable if the Damage Liability Fee paid by You is in excess of the full Damage Cost. In this case a Refund will be processed to Your Credit Card within 10 business days of the full Damage Cost being notified to You in writing.

#### **8 Damage Cover Exclusions**

## 8.1 Even if You have paid the Damage Liability Fee, there is no Damage Cover and You and any Authorised Driver are liable for:

- (a) Hail Damage;
- (b) Damage or Third-Party Loss arising from:
  - (i) a Major Breach of The Contract; or
  - (ii) the use of the Vehicle by any Driver who is not an Authorised Driver or who is less than 21 or more than 75 years of age;
- (c) Overhead or Pantech Body Damage;
- (d) Underbody Damage;
- (e) EV Battery Damage;
- (f) Damage caused by:
  - (i) immersion of the Vehicle in water;
  - (ii) use of the incorrect Fuel type; or
  - (iii) loading or unloading the Vehicle, except for reasonable wear and tear;
- (g) Damage to the tyres of the Vehicle other than by normal wear and tear;
- (h) Damage that occurred in the circumstances set out in Clause 1.1.

#### 8.2 There is also no Damage Cover for:

- (a) the full cost of replacing or repairing any accessories supplied by Us including, but not limited to GPS units, lost keys, keyless start and remote endeavour control devices; or
- (b) 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:
  - (i) You;
  - (ii) Your relative, friend or associate who ordinarily resides with You or with whom You ordinarily reside;
  - (iii) any relative, friend or associate of an Authorised Driver; or
  - (iv) Your employees.

#### 9 Accident or Breakdowns

**9.1 In the event of a breakdown, 24 hour roadside assistance is provided free of Charge (but not for Accidents)**; if the Vehicle breaks down during the Rental/Subscription Period You must contact Us on the telephone number on Your Agreement to arrange assistance. We will recover and repair the Vehicle as soon as possible but if it cannot be repaired, We will use Our best endeavours to provide a replacement Vehicle where one is available.

#### 9.2 We are not responsible for:

- (a) a flat battery because the lights or entertainment system have been left on;
- (b) tyre changing;
- (c) lost keys or remote control device; or
- (d) keys or remote control device locked in the Vehicle.

Extra Charges will apply if any of these services are provided at Your request and You are responsible for and must pay for any Damage caused.

#### 9.3 Subject to the Australian Consumer Law, We are not responsible for:

- (a) flights You have missed;
- (b) holiday plans that are disrupted;
- (c) Loss or inconvenience caused by natural disasters such as floods, cyclones, hail storms, earthquakes, bushfires or pandemics;
- (d) Loss of enjoyment; or
- (e) consequential or economic Loss.

#### 10 Accident and Theft Reporting

#### IMPORTANT NOTICE

A Breach of this Clause 10 is a Major Breach of The Contract. See Clause 11 for further details.

**10.1 If You or an Authorised Driver has an Accident or if the Vehicle is stolen** You must report the Accident or theft to Us as soon as practicable but in no case more than 24 hours of it occurring.

## 10.2 You must fully complete a Vehicle Incident Report Form as soon as possible after the Accident.

## 10.3 If the Vehicle is stolen or if You or an Authorised Driver of the Vehicle has an Accident where:

- (a) any person is injured;
- (b) the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or
- (c) the other party appears to be under the influence of drugs or alcohol, You or the Authorised Driver must also report the theft or Accident to the Police.

#### 10.4 If You or an Authorised Driver have an Accident You and the Authorised Driver must:

- (a) exchange names and addresses, phone numbers and email addresses with the other Driver:
- (b) take a photo of the other Driver's licence;
- (c) take the registration number of all Vehicles involved;
- (d) take as many photos as is reasonable showing:
  - (i) the position of the Vehicles before they are moved for towing or salvage:
  - (ii) the Damage to the Vehicle;
  - (iii) the Damage to any Third-Party Vehicle or property; and
  - (iv) the general area where the Accident occurred, including any road or traffic signs;
- (e) obtain the names, addresses, phone numbers and email addresses of all witnesses;
- (f) forward all Third-Party correspondence or court documents to Us within 7 days of receipt; and
- (g) 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 attending:
  - (i) Our lawyer's office; or
  - (ii) any Court hearing.

#### 10.5 You and any Authorised Driver must not:

- (a) make any admission of fault;
- (b) promise to pay any claim for Third-Party Loss; or
- (c) release the other party from any liability to pay for Damage as a result of an Accident, theft or attempted theft;
- (d) be involved in any communication with any insurer or representative of any other party.

#### 11 Consequences of a Major Breach of The Contract

#### 11.1 No Damage Cover

If You or any Authorised Driver:

- (a) commit a Major Breach of The Contract in a way that causes Damage, theft of the Vehicle or Third-Party Loss; or
- (b) drive the Vehicle in a reckless manner so that a substantial Breach of road safety legislation has occurred, You and any Authorised Driver:
  - (i) have no Damage Cover;
  - (ii) are liable for all Damage, theft of the Vehicle and Third-Party Loss; and
  - (iii) are liable for and must pay any additional costs or expenses We incur in recovering the Vehicle.

#### 11.2 Termination and Repossession

Acting reasonably, We may terminate The Contract and take immediate possession of the Vehicle if a Breach of any part of Sub-Clause has occurred.

#### 12 Privacy

#### **IMPORTANT NOTICE**

A Breach of any part of this Clause 12 is a Major Breach of The Contract. See Clause 11 for further details.

#### 12.1 Personal Information

- (a) You confirm that You are authorised to provide the personal details presented and consent to Your information being checked with the document issuer or official record holder via Third-Party systems for the purpose of confirming Your identify.
- (b) We are committed to respecting privacy and will not collect, use or disclose Your personal information where doing so would be contrary to law.
- (c) When We collect Your personal information, We will do so only for the purpose of providing Rental/Subscription services to You. If You choose not to provide this information to Us, We may not be able to provide those Rental/Subscription services to You.
- (d) We take reasonable steps to make sure Your personal information is accurate, up to date and complete and that it is protected from misuse, Loss or Unauthorised access, modification or disclosure.

#### 12.2 Tracking Device

- (a) A Tracking Device may be fitted to the Vehicle to enable Us to track the Vehicle when it is out of Our possession. When You sign the Agreement, You are authorizing Us to use the Tracking Device to track the Vehicle and record other data relating to its use, until it is returned to Us.
- (b) You must not tamper with the Tracking Device or remove it from the Vehicle.

#### **13 GST**

- 13.1 Unless otherwise indicated, all Tolls and Fees are inclusive of GST.
- 13.2 If GST is stated as not to be inclusive, You are liable for any GST payable.

#### 14 Annexures

14.1 The Annexures form part of these Terms and Conditions and are binding on You and Us.

#### 15 Definitions and Interpretation

#### 15.1 Definitions

In these Terms and Conditions:

Accident means an unintended and unforeseen incident, including:

- (a) a collision between the Vehicle and another Vehicle or object, including animals and road infrastructure:
- (b) rollovers: and
- (c) weather events, including Hail Damage, that results in Damage or Third-Party Loss.

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

#### **Damage means:**

- (a) any Loss or Damage to the Vehicle including its parts, components and accessories, including the GPS unit, that is not Fair Wear and Tear;
- (b) Towing and Salvage Costs;
- (c) Assessing Fees;
- (d) Loss of Use;

and for the removal of doubt, any Damage to the windscreen, headlights, EV battery, lights or tyres that makes the Vehicle unroadworthy is not Fair Wear and Tear.

**Damage Cover** means the cover You and an Authorised Driver have for Damage, theft, attempted theft and Third-Party Loss under Clause, subject to the Damage Cover Exclusions in Clause.

**Damage Liability** Fee means the amount, including GST, up to which You must pay Us in the event of an Accident or attempted theft that causes Damage to the Vehicle or Third-Party Loss, or the Vehicle has been stolen and not recovered. This amount includes any additional amount for younger Drivers that is payable pursuant to Sub-Clause.

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

**EV** means an Electric or Hybrid Vehicle.

**Loss of Use** means Our Loss, calculated on a daily basis at 75% of the daily rate shown in the Agreement, due to the inability to Rent / Subscribe the Vehicle because the Vehicle is being repaired or replace, if it is written off as a result of an Accident or if it has been stolen.

Major Breach means a Breach of any of the following:

- (a) Clause 2 (all parts); 3 (all parts); 4 (all parts); Sub-Clauses 5.5, 5.6, 5.7, 5.8 or 5.10 that causes Damage, theft of the Vehicle or Third-Party Loss;
- (b) Clause 10 (all parts) that prevent Us from properly investigating a claim arising from an Accident or theft or from prosecuting or defending any Accident or theft claim; or
- (c) Sub-Clause 12.2(b).

**Off Road** means an area, surface or terrain that is not a sealed Road, or an 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 and Pantech Body Damage means:**

- (a) Damage to the Vehicle; or
- (b) Third-Party Loss caused by:
  - (i) 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;
  - (ii) objects being placed on the roof of the Vehicle; or
  - (iii) You or any person standing or sitting on the roof of the Vehicle;
  - (iv) any Damage to any side of the Pantech body of a truck.

**Rental/Subscription 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 Agreement.

**Rental/Subscription Period** means the period commencing at the time shown in the Agreement and concluding at the End of the Rental/Subscription. Hiring Location means the location from which the Vehicle is rented, as shown on the Agreement.

**Security Bond** means the amount shown on the Agreement We collect from You at the Start of the Rental/Subscription as security for the Rental/Subscription. This amount is fully refundable subject to Sub-Clause 5.2.

**Subscription Charges** and other Fees and Charges incurred during Your Rental/Subscription.

**Start of the Contract** means the date and time that the Rental/Subscription commences as shown in the 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.

**Tracking Device** means a GPS or other device that is fitted to the Vehicle that has electronic tracking capabilities to determine its location and other data including speed, braking and Fuel levels.

**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 or rough terrain and does not arise as a result of an impact with another Vehicle.

**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 or concrete.

**Vehicle** means the Vehicle described in the Agreement and includes its parts, tools, components and accessories, including the GPS unit (if fitted) and includes any replacement Vehicle.

**We, Us, Our** means Everything Fleet Pty Ltd trading as Everything Fleet ABN 74 659 317 067.

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

#### 15.2 Interpretation

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

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

#### **ANNEXURES**

- 1. Fuel and EV Charging Policy
- 2. Damage Management Policy
- **3. Liability Waiver Options**
- 4. Privacy Policy
- 5. Covid 19 Conditions

#### **Annexure 1 - Fuel and EV Charging Policy**

Fuel is not included in Your Rental/Subscription rate.

#### **Return with a Full Tank**

Your Vehicle will be provided to You with a full tank of Fuel upon return of the Vehicle it must be returned with a full tank.

#### **IMPORTANT NOTICE**

Fuel gauges may still indicate that the tank is "full" many kilometres after it was last re-filled. To deal with this, we ask You to refill the tank within 15 km of the return location and bring Your Fuel receipt with You when returning the Vehicle.

We ask You to present a copy of the Fuel receipt to a team member or leave a copy in the Vehicle. If You do not do so, we reserve the right to apply a Charge.

#### **Service Charge**

We will Charge You a price per litre to refill the tank. These prices are indicated on Your Agreement.

EV Charging is not included in Your Rental/Subscription rate.

#### Return with a 90% Charge

Your Vehicle will be provided to You with a minimum of 90% charge, upon return of the Vehicle it must be returned with a minimum of 90% charge.

Our Hybrid Electrical Vehicles can be charged using the charger cable supplied with your vehicle. The charger plugs into any power point

The Hybrid Electrical Vehicles have a standard charge and range which will be explained to you on pickup.

Please ensure that the charger is returned undamaged with the vehicle. In the event that the charger is damaged or missing a fee of \$770 will be added to your Rental/Subscription.

#### **EV Charging Fee**

We will Charge You a price per kilowatt hour to recharge the vehicle. These prices are indicated on Your Agreement.

#### **Annexure 2 - Damage Management Policy**

We have a clear Damage Management Policy to explain how we will invoice You for any Damage You make to the Vehicle during Your Rental. Always refer to our Terms and Conditions for full details of Your Contractual Obligations.

Please note that depending on the type of protection You bought for the Rental/Subscription Service, You may not have to pay for the Damage, or You may only be partially liable or a Third-Party may be liable.

#### **Vehicle Inspection at Pick-up**

As per Your Agreement, You are required to inspect the Vehicle ensuring that the condition of the Vehicle is consistent with that noted on Your Agreement. Should You notice any discrepancies before You depart (over and above Fair Wear and Tear) please return to the office where one of our team members will assist You.

#### **Damages Identified upon Return of Vehicle**

#### **IMPORTANT NOTICE**

At peak times You should allow time to complete the inspection of the Vehicle with our team and agree any Damage. If You don't have time to do this or You return the Vehicle when the location is closed, any new Damage will be assessed in Your absence. If You have taken date and time stamped photograph of the relevant pre-existing Damage, show them to a team member.

- Our team will inspect the Vehicle with You on the return of Your Vehicle
- Our team will highlight any new Damage not noted on Your Agreement
- You will be asked to complete an Vehicle Incident Report Form (VIRF)
- You are obligated to provide as much information as possible including any Third-Party details.

#### **Damages Identified after Your Departure**

If our team have identified Damage (Fair Wear and Tear excepted) when they inspect the Vehicle after You have departed, they will:

- attempt contact with You for 24 hours post return, notifying You if new Damage not noted on Your Agreement is found
- ask You to provide information to complete the VIRF
- submit the form to our Claims Department, with the information they have available to them and You will then receive Your Initial Case Notification.

#### **Damage Waiver Options**

If Damage occurs to our Vehicle and/or to Third-Party property during the course of Your Rental/Subscription, You are liable for the Damage Liability as specified on Your Agreement.

This amount represents the maximum figure You will be expected to pay, providing the Terms and Conditions of Your Agreement have not been breached. This amount will automatically be charged to Your Agreement.

#### **Travel Insurance**

Travel Insurance is not Vehicle insurance and does not provide cover for the Vehicle. If You have purchased Travel Insurance, You have only acquired cover for reimbursement of up to the maximum amount of the Damage waiver.

Travel Insurance does not exempt You from paying the Damage Waiver. You will need to pay this at the time of the Accident and forward all relevant documentation to Your insurer for reimbursement.

If You do not pay Your Damage Liability in full at the time of the Accident and/or within the timeframes provided within the Terms and Conditions of the Agreement, You will be in breach of Your Agreement.

The reimbursement process will take up to 30 days in straightforward cases. However, in more complex cases, and if liability is disputed the claim may take in excess of 12 months.

You need to refer to the Terms and Conditions of Your travel cover for additional information as each provider varies greatly.

#### **Stolen Vehicles**

If the Vehicle is stolen whilst in Your possession You are liable for the Damage Liability provided You have secured the keys and have not breached the Terms and Conditions of Your Agreement.

You are also liable for all rental charges up to the time the vehicle is returned to us as well as any repossession charges and/or towing fees

#### No Damage to the Vehicle

If a Third-Party is involved, the Damage Liability has to be paid, even if there is no Damage to the Vehicle.

If You do not report the incident involving a Third-Party property and do not pay the Damage Liability within the specified timeframes, You will not be covered under the Terms and Conditions of Your Agreement.

#### Damage Incident whist on Rent/Subscription

If You have an Accident whilst You are in possession of the Vehicle:

- Obtain the names and addresses and phone numbers of all persons involved including Vehicle make and registration numbers
- Obtain the name and address and phone numbers of any witnesses
- Contact the police
- Take as many photos as is reasonable of the Vehicle, any Third-Party Vehicle and location of the incident
- Contact Us on the phone number at the top of Your Agreement
- Fill out the VIRF which is located on our website or available from our team.

#### Filling out the VIRF

This form may be used as a legal document in court and as such needs to be complete, clear, concise and accurate. Use additional pages if required.

You must include a diagram, a detailed description including streets/addresses, and the Third-Party details as this will speed up the processing of Your claim.

Please provide copies of all additional information e.g., Police reports/incident numbers, photographs of the scene, witnesses. Third-Party claims involving additional protection coverage can be nullified if accurate and full details of the Third-Party are not provided and/or the police have not been notified at the time of the Accident.

#### **Vehicle Repairs**

Repair costs vary depending on the type of Damage:

- Light Damage which does not affect the safe driving of the Vehicle, such as light scratches; light impacts on the windshield, scratches on bumpers: Charges are based on an itemised estimate of the replacement or repair costs obtained
  - from an authorized repair shop.
- More substantial Damage impairing the use of the Vehicle and requiring its temporary immobilization, such as bodywork Damage. This type of Damage Damage will be evaluated by an independent expert and invoiced according to the expert's report or a cost estimation made by an independent auto-repair garage. This can take time depending on availability of parts.

#### **Claims Procedure and Timeframes**

Once a Damage claim has been created we will endeavour to communicate with You as quickly as we can.

#### Please note:

- Gathering information from suppliers/repairers/assessors/investigators takes time. Generally, our team is not in a position to supply You with information about Your claim status earlier than 21 business days after You have returned the Vehicle.
- Our team, along with the Third-Party insurers will make a decision on liability and with straightforward cases, this decision can be made early.
- The providing of Third-Party details doesn't always equate to the Third-Party accepting liability.
- If liability is disputed or if the Third-Party is un-contactable, the claim will take longer and in some cases in excess of 12 months.

#### Refunds

- Refunds for Single Vehicle Accidents: should the total costs of the claim be less than the Damage waiver charged, You will receive a refund for the difference, only if no other party and/or property was involved. This process could take up to 30 business days.
- Refunds for Multi Vehicle Accidents: in the event a Third-Party is at fault, we will attempt recovery of the total cost of the claim. We are unable to finalise any refund until liability is accepted AND payment is received. A partial refund may be provided before the claim is completed, if the total costs of the claim to all Vehicles/property involved is less than the Recovery Fee charged.

#### **Claims Related Fees**

- Administration Fees, Credit Card Fees and Airport Surcharges associated with the liability Charges on Your Agreement are non-refundable.
- A Claims Handling Fee is charged for the Administration of Your claim.
- A Vehicle Movement Fee is charged for the relocation of the Vehicle to the appropriate repairer. This Fee varies depending on the location of Your Vehicle.
- Towing Fees are charged for removing a Vehicle from the scene of an Accident to and from, a secure compound.
- Loss of Use Fee is calculated at the rate shown in Your Agreement. This is the amount of the our Loss due to (i) the Vehicle needing repairs; (ii) waiting for the repairs to be completed; (iii) the Vehicle being a write off; (iv) the Vehicle being stolen and the time we are waiting for it to be replaced.
- We will provide verification documents of the Charges to be applied:
- Repair Quote or Invoice
- Loss of Use calculation
- Third-Party Loss support (if applicable)
- Administration Fees

#### The Claims Department

For legal reasons, You will need to communicate with the Claims Department in writing in the first instance. When emailing the Claims Department for the first time, please record the Agreement Number and the Vehicle Registration in the subject line. Also attach the VIRF that has been filled out by yourself, when reporting the Accident.

When emailing successive times, please record the Incident Claim Number that has been provided to You by the Claims Department. Emails without this information may not be responded too.

#### **Definitions**

**Fair Wear and Tear -** this means "ordinary wear due to reasonable use" and includes normal wear on tyre treads and wiper blades and minor scratches and isolated stone chips, small dents (excluding roofs and bonnets) where the paint surface has not been broken and there is no paint removal, paint cracking or flaking.

It also entails light marks that can be removed by vacuum or general cleaning and light scuffing or smears on the upholstery, floors, carpets, dash, interior of the Vehicle that is removable by general cleaning.

Any Damage to windows, windscreens or any lights on the Vehicle is not covered by Fair Wear and Tear unless covered by additional Protection Options, purchased at the start of the Rental/Subscription Contract.

#### **IMPORTANT NOTICE**

Fair Wear and Tear on Your Vehicle will not be charged. If You are unsure about what constitutes Fair Wear and Tear, please refer to our publication on this matter, available on our website.

#### **Annexure 3 - Liability Waiver Options**

If Your Vehicle is involved in an Accident, an Damage Liability Fee will apply. Optional Damage waiver packages are available to reduce Your financial liability for an additional Fee. These packages are not insurance.

#### **Standard Cover**

Standard Cover is included in the price of the Rental/Subscription at no additional cost. However, if Your Vehicle is lost, stolen or Damaged You are liable for the standard Damage Liability Fee outlined on Your Contractual Agreement, even if You have Travel Insurance. This applies to each incident of Damage or Loss caused except in the event of Loss or Damage for a Prohibited Use.

Examples of Damage covered by Standard Cover include:

- Impact with a fixed or moving object (e.g. Damage caused if You have an Accident);
- Loss of control of the Vehicle:
- Fire caused by Vehicle defect, including electrical fault, or from adjacent fire or explosion, criminal or terrorism acts.

This cover excludes:

- Loss or Damage arising from a Prohibited Use;
- Hail Damage;
- Damage to underbody, pantec and overhead Damage, Infringements including traffic and parking Fines (private parking Charges which will be on-charged to Your Card) and Fuel.

There may be no cover for Damage, theft of the Vehicle or Third-Party Loss in some circumstances. Minimum age 21. Please refer to the Terms and Conditions for a full understanding of inclusions and exclusions.

#### **Extra Cover**

Extra Cover is optional - this can be purchased for an additional cost that allows You the best reduction of the Damage Liability Fee.

This cover excludes:

- Loss or Damage arising from a Prohibited Use;
- Hail Damage;
- Damage to underbody, pantec and overhead Damage, Infringements including traffic and parking Fines (private parking Charges which will be on-charged to Your Card) and Fuel.

There may be no cover for Damage, theft of the Vehicle or Third-Party Loss in some circumstances. Minimum age 21. Please refer to the Terms and Conditions for a full understanding of inclusions and exclusions.

#### **Annexure 4 - Privacy Policy**

Everything Fleet Pty Ltd and its Rental and other Rental-related businesses, business affiliates, and subsidiaries, including Everything Fleet, Everything Subscription, Everything Rentals, Everything Leasing, Everything Smash (together "We", "Us", and "Our") respects the privacy rights of our customers and we are committed to protecting Your privacy. This Privacy Policy (the "Policy") explains our data handling practices with regard to Your Personal Data, as well as Your rights associated with Your Personal Data. This Policy was last updated on December 31, 2021.

#### We Respect Your Privacy

We respect Your right to privacy and are committed to safeguarding the privacy of our customers and website visitors. We adhere to the Australian Privacy Principles contained in the Privacy Act 1988 (Cth). This policy sets out how we collect and treat Your personal information.

"Personal information" is information we hold which is identifiable as being about You.

#### **Collection of Personal Information**

We will, from time to time, receive and store personal information You enter onto our website, provided to Us directly or given to Us in other forms.

You may provide basic information such as Your name, phone number, address and email address to enable Us to send information, provide updates and process Your product or service order. We may collect additional information at other times, including but not limited to, when You provide feedback, when You provide information about Your personal or business affairs, change Your content or email preference, respond to surveys and/or promotions, provide financial or Credit Card information, or communicate with our customer support.

Additionally, we may also collect any other information You provide while interacting with Us.

#### **How we Collect Your Personal Information**

We collect personal information from You in a variety of ways, including when You interact with Us electronically or in person, when You access our website and when we provide our services to You. We may receive personal information from Third-Parties. If we do, we will protect it as set out in this Privacy Policy.

#### **Use of Your Personal Information**

We may use personal information collected from You to provide You with information, updates and our services. We may also make You aware of new and additional products, services and opportunities available to You. We may use Your personal information to improve our products and services and better understand Your needs. We may contact You by a variety of measures including, but not limited to telephone, email, SMS or mail.

#### **Disclosure of Your Personal Information**

We may disclose Your personal information to any of our employees, officers, insurers, professional advisers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes set out in this Policy. Personal information is only supplied to a Third-Party when it is required for the delivery of our services.

We may from time to time need to disclose personal information to comply with a legal requirement, such as a law, regulation, court order, subpoena, warrant, in the course of a legal proceeding or in response to a law enforcement agency request.

We may also use Your personal information to protect the copyright, trademarks, legal rights, property or safety of Everything Fleet Pty Ltd its customers or Third-Parties. Information that we collect may from time to time be stored, processed or transferred between parties located in countries outside of Australia.

If there is a change of control in our business or a sale or transfer of business assets, we reserve the right to transfer to the extent permissible at law our user databases, together with any personal information and non-personal information contained in those databases. This information may be disclosed to a potential purchaser under an Agreement to maintain confidentiality. We would seek to only disclose information in good faith and where required by any of the above circumstances.

By providing Us with personal information, You consent to the terms of this Privacy Policy and the types of disclosure covered by this Policy. Where we disclose Your personal information to Third-Parties, we will request that the Third-Party follow this Policy regarding handling Your personal information.

#### **Security of Your Personal Information**

We are committed to ensuring that the information You provide to Us is secure. In order to prevent Unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure information and protect it from misuse, interference, Loss and Unauthorised access, modification and disclosure.

The transmission and exchange of information is carried out at Your own risk. We cannot guarantee the security of any information that You transmit to Us or receive from Us. Although we take measures to safeguard against Unauthorised disclosures of information, we cannot assure You that personal information that we collect will not be disclosed in a manner that is inconsistent with this Privacy Policy.

#### **Access to Your Personal Information**

You may request details of personal information that we hold about You in accordance with the provisions of the Privacy Act 1988 (Cth). A small Administrative Fee may be payable for the provision of information. If You would like a copy of the information, which we hold about You or believe that any information we hold on You is inaccurate, out of date, incomplete, irrelevant or misleading, please email Us at admin@everythingfleet.com.au

We reserve the right to refuse to provide You with information that we hold about You, in certain circumstances set out in the Privacy Act.

#### **Changes to Privacy Policy**

Please be aware that we may change this Privacy Policy in the future. We may modify this Policy at any time, in our sole discretion and all modifications will be effective immediately upon our posting of the modifications on our website or notice board. Please check back from time to time to review our Privacy Policy.

#### Website

#### When You visit our website

When You come to our website, we may collect certain information such as browser type, operating system, website visited immediately before coming to our site, etc. This information is used in an aggregated manner to analyse how people use our site, such that we can improve our service.

#### **Cookies**

We may from time-to-time use cookies on our website. Cookies are very small files which a website uses to identify You when You come back to the site and to store details about Your use of the site. Cookies are not malicious programs that access or Damage Your computer. Most web browsers automatically accept cookies, but You can choose to reject cookies by changing Your browser settings. However, this may prevent You from taking full advantage of our website. Our website may from time-to-time use cookies to analyses website traffic and help Us provide a better website visitor experience. In addition, cookies may be used to serve relevant ads to website visitors through Third-Party services such as Google Adwords. These ads may appear on this website or other websites You visit.

#### **Third-Party sites**

Our site may from time to time have links to other websites not owned or controlled by Us. These links are meant for Your convenience only. Links to Third-Party websites do not constitute sponsorship or endorsement or approval of these websites. Please be aware that we are not responsible for the privacy practices of other such websites. We encourage our users to be aware, when they leave our website, to read the privacy statements of each website that collects personal identifiable information.

#### **Mobile Analytics**

When You download and use our Apps, we use mobile analytics software to help Us better understand the functionality of our App on Your mobile device. Our analytics may record how often You use the App, how You use the App, aggregated usage, performance data and where You downloaded the App from. To read more about how we use information for research please see the Analytics section.

#### **Mobile GPS and Push Notifications**

If You let Us, when You use our Apps, we may collect location markers using the GPS in Your device. Knowing approximately where You are helps the App provide You better service, such as finding the nearest location near You. This also helps Us send You push notifications or other communications based on Your location (for example, nearby special offers) and for providing certain services such as arrival and return notifications, providing information about Vehicle location, available upgrades, etc. We will only share this information with our mapping provider for the purpose of providing You, our services.

To ensure You receive proper notifications, we will need to collect certain information about Your device such as operating system and user identification information. If You change Your mind about sharing Your location or receiving push notifications from the App, adjust the settings of Your mobile device to turn off transmission of geolocation data or to stop transmission of push notifications at any time. Just remember if You do turn these features off, You will not receive information tailored to Your location or special locations-based offers.

#### **Complaints**

If You have any complaints about our privacy practices, please feel free to send in details of complaints to PO BOX 9060, GCMC, Queensland, 9726. We take complaints very seriously and will respond shortly after receiving Your complaint.

#### **Annexure 6 - Covid 19 Conditions**

#### 1. When these conditions apply

These conditions apply as conditions of the Contract during the currency of the Covid 19 pandemic and whilst Covid 19 remains prevalent as a health issue within Australia

#### 2. Definitions

In these conditions the following words have the following meanings:

**Covid 19** means the infectious disease caused by the Coronavirus, SARS-CoV-2 and includes all variants of that disease;

**Deep Clean** means cleaning all hard surfaces in the Vehicle with disinfectant or in accordance with any State or Federal Government guidelines;

**PCR Test** means a Polymerase Chain Reaction Test for the presence of Covid 19 undertaken by a health professional;

**RAT Test** means a Rapid Antigen Test for the presence of Covid 19 approved by the Therapeutic Goods Administration.

Any words defined in the main Agreement have the same meaning in this Annexure.

#### 3. Our Standard Covid 19 Clean

Each of our Vehicles is thoroughly cleaned between every Rental/Subscription. This includes washing, vacuuming, general wipe down, and sanitizing with a disinfectant that meets leading health authority requirements, with particular attention to more than 20-plus high-touch points including:

- Key/key fob
- Steering wheel
- Steering column
- Seat belts
- Centre console
- Door interiors
- Door pockets
- Interior door handles
- Exterior door handles
- Seat pockets/seat surfaces
- Areas between seats and consoles
- Areas between seats and doorjambs

- Cupholders/compartments
- Instrument panel
- Accessory panel/touchscreen
- Rear view mirror/side mirrors
- Visors/visor mirrors
- Dashboard/vents
- Gearstick/gear shift
- Trunk release
- Any other high-touch areas.

#### 4. If You or a passenger has or has had Covid 19

If You or any person who is a passenger in the Vehicle during the Hire period:

- (a) Has Covid 19 at any time during the Hire period;
- (b) Tests positive for Covid 19 (whether by a RAT Test or PCR Test) within 14 days of the end of the Hire period,

#### THEN You must:

- (i) Notify Us immediately; and
- (ii) Pay Us the sum of \$330 on demand for the costs of a Deep Clean to the Vehicle and the Loss of Rental/Subscription while the Vehicle is undergoing a Deep Clean.

## **EverythingFleet**\*

**Everything Fleet Pty Ltd** ACN 659 317 067 ABN 74 659 317 067 SUBSCRIPTION • LEASING • VEHICLE SALES • RENTALS





hello@everythingfleet.com.au







