



# Thrifty Car Rental - Terms and Conditions

The terms and conditions set out below form part of the Rental Agreement (RA) between the company identified in the RA ("us", "we", "our") and the Hirer ("you", "your") to hire the vehicle identified in the RA (Vehicle). Hirer means the person/company named in the RA as the Hirer and any person/company who provides a Credit Card Authority to us. In hiring the Vehicle you confirm that you have read, understood and accepted these terms and conditions. Capitalised terms have the same meaning as given to those terms in the RA.

## 1. VEHICLE CONDITION

- 1.1 Before leaving the rental premises, you must fully inspect the Vehicle to ensure that any panel damage (such as scratches and dents) and Vehicle cleanliness is accurately noted and shown in the Vehicle Details and Conditions Report. If there is any inconsistency, you must notify us, and we must both agree in writing to any changes to the Vehicle Details and Conditions Report before you leave the rental premises.
- 1.2 By taking the Vehicle out of the rental premises, you confirm that you take the Vehicle:
  - (a) in the condition set out in the Vehicle Details and Conditions Report;
  - (b) with manufacturer supplied tools, tyres, accessories and equipment, keys, the mobile global positioning system and accessories (GPS), where applicable, and any other items specified on the Vehicle Details and Condition Report or in the RA;
  - (c) with the seal of the odometer unbroken; and
  - (d) with the Check Out Odometer Reading and Fuel Reading set out in the RA.

## 2. RETURN OF VEHICLE

- 2.1 You agree to return the Vehicle to us:
  - (a) in the same condition as set out in the Vehicle Details and Conditions Report, other than fair wear and tear;
  - (b) to the Return Location in the RA (or to a location other than the Return Location with our permission) by the Return Date and Time in the RA;
  - (c) with all of the items set out in clause 1.2(b) in good condition; and
  - (d) with a fuel reading at least equal to the Check Out Fuel Reading in the RA unless you have purchased Pre Paid Fuel from us at the commencement of the hire.
- 2.2 We must be notified and agree to any extension of the period of hire, in advance of the Return Date. If you fail to return the Vehicle to us by the Return Date & Time, the Vehicle will be immediately reported to the Police as having been stolen.
- 2.3 We may take possession of the Vehicle without prior demand if it is illegally parked or if, in our opinion:
  - (a) it is being used, in contravention of any law or in breach of a material term of this RA; or
  - (b) it has apparently been abandoned.
- 2.4 You will be responsible for the Vehicle and the Hire will continue until we make our final inspection. We will use our best endeavours to make our final inspection within the following periods:
  - (a) if the Return Location is attended and you return the Vehicle during the hours of operation: at the time you return the Vehicle, or within 5 hours of the Return Time;
  - (b) if the Return Location is unattended: on the next day the Return Location is attended;
  - (c) if the Vehicle is returned outside the hours of operation of a Return Location: on the next business day; and
  - (d) if the Vehicle is returned to a location other than the Return Location with our permission: on the day the Vehicle is brought back to the Return Location.
- 2.5 We will use reasonable endeavours to confirm the condition of the Vehicle with you within 4 working hours of our final inspection if we do not consider you have returned the Vehicle in the same condition as set out in the Vehicle Details and Conditions Report, other than fair wear and tear.

## 3. USE OF VEHICLE

- 3.1 You agree to maintain tyre pressure, fluid and fuel at the proper operating levels and to immediately report any defect to us.
- 3.2 You agree that the following persons must not drive the Vehicle (unless authorised by us in writing):
  - (a) a person who is not identified under "Hirer and Driver Information" in the RA or in a Credit Card Authority;
  - (b) a person who does not hold a current unrestricted motor vehicle driver's licence for the particular class of Vehicle hired (learner permits and provisional licences are not acceptable);
  - (c) a person whose breath or blood alcohol concentration exceeds the maximum lawful concentration or who is intoxicated or who is under the influence of any drug, toxic, or illegal substance;
  - (d) a person who has given us or for whom you have given us a false name, age, address or driver's licence details;
  - (e) a person, whose driver's licence has been cancelled, endorsed or suspended within the last three years; or
  - (f) a person who is under the age of (21) years.
- 3.3 You agree that the Vehicle must not be used by you or by any Authorised Driver (unless authorised by us in writing):
  - (a) if the Place of Hire is in NSW, QLD, VIC or SA the Vehicle must not be used in WA, NT or TAS;
  - (b) if the Place of Hire is in WA, NT or TAS the Vehicle must not be used out of the state or territory of hire.
  - (c) (except where Snowpak coverage is purchased) above the snow line being either the entrance to national parks in which snow falls or areas in which snow chains are required to be fitted (by the relevant authority);
  - (d) on any unsealed road (being a road not sealed with a hard material such as tar, bitumen or concrete) unless the Vehicle is a 4WD in which case it may also be used on graded unsealed roads. No Vehicle (including 4WDs) may be used on off road conditions. Off road conditions include but are not limited to fire trails, beaches, sand, tracks, fields or paddocks;
  - (e) to carry persons for hire or reward, to carry any inflammable, explosive or corrosive materials or to carry any animal or pet, excluding guide dogs;
  - (f) to propel or tow any vehicle (not being a trailer), or to propel or tow any trailer with a load in excess of the capacity of the trailer, towing mechanism or Vehicle;
  - (g) to carry any greater load, number or persons or for use in a manner or for a

purpose for which the Vehicle was not designed and constructed, or to carry any greater number of persons than the Vehicle has seat belts (particularly as seat belts must be worn by all occupants of the Vehicle);

- (h) for racing, pacemaking, reliability trials or hill climbing, or being tested in preparation for those purposes;
  - (i) in contravention of any criminal legislation, any legislation involving a penalty, or for any illegal purpose whatsoever;
  - (j) in contravention specifically of any road safety laws in force from time to time where the Vehicle is being driven; or
  - (k) if the Vehicle is damaged or unsafe;
- 3.4 You must keep the Vehicle locked at all times whilst it is unattended

## 4. CHARGES

- 4.1 You agree to pay on demand all of the following charges for the period up until return to or recovery by us of the Vehicle (whether or not charges are detailed in the RA):
  - (a) all charges at the rates described under "Rental Charges" in the RA. Daily rates apply to each consecutive 24 hour period commencing from the Check Out Time; the Damage Recovery Fee (DR Fee) and Single Vehicle Accident Fee (SVA Fee) in the RA;
  - (c) the cost of repair or reinstatement of loss or damage where loss or damage cover offered by us does not apply;
  - (d) where you breach any of your other obligations under this RA (without limiting any other right we have), such sum as is necessary to compensate us for our loss or damage suffered because of your breach, as determined by us;
  - (e) all fines, penalties and other similar charges incurred by you or any other driver of the Vehicle, or any such charges logged against the Vehicle during your period of hire plus our administration fee per event as set out in the RA;
  - (f) all applicable goods and services tax (GST), and any other government taxes or duties that may apply, as set out in the RA;
  - (g) the Premium Location Surcharge as set out in the RA (if applicable). This is a surcharge that applies at certain premium locations, such as airports, and is designed mainly to recoup the charges that the relevant location applies to us for operating in that location;
  - (h) (unless you have purchased Pre Paid Fuel at the commencement of the hire) our charge, at the rate per litre specified in the RA, for adding fuel to the Vehicle up to the Check Out Fuel Reading, which will include a service charge;
  - (i) the cost to us of recovering the Vehicle in the circumstances described in Clause 2.3;
  - (j) the replacement cost of any lost keys;
  - (k) where you fail to return any of the items described in Clause 2.1(c) in good condition, the cost to us of replacing the same.
- 4.2 Final charges will be determined after a final inspection by our representative which will be made as soon as practicable after return to, or recovery by us of the Vehicle.

## 5. PAYMENT OF CHARGES

- 5.1 You hereby irrevocably and unconditionally authorise us to charge to your credit card and/or to charge to your account (as nominated respectively under "Payment Information" in the RA or in the Credit Card Authority) all charges payable by you under the RA, including this clause 5. Such charge will be considered a demand for the purposes of clause 4.
- 5.2 If we charge your credit card for any charges in excess of the amount set out in the RA, we will promptly notify you of the amount so charged and provide details of the reason for which you have been charged. If you dispute the amount or the reason for which you have been charged, you may contact the Thrifty branch who notified you of the charge. We will promptly deal with any dispute and, if we consider that any amount should be refunded to you, we will promptly credit that amount to your credit card. If you are dissatisfied with the determination made by the Thrifty branch in this respect, you may contact the Thrifty head office on 02 8337 2700 and speak to our Customer Service Department.
- 5.3 If you fail to make full payment of any charge due to us:
  - (a) You agree to pay to us:
    - (i) interest on all outstanding charges calculated daily at the rate equal to the Commonwealth Bank of Australia's standard business overdraft rate plus 2%. Interest will be payable from the expiry of 14 days from the date on which you were required to pay the money to the date of payment. Payments received will be credited firstly against any accrued but unpaid interest; and
    - (ii) our costs of recovering or attempting to recover from you outstanding charges, including any mercantile agent's costs, and legal costs on a full indemnity basis if we are successful in our legal action against you; and
  - (b) We shall be entitled to list your payment default/s with the Credit Reference Association of Australia or other relevant credit reference organisations, which you acknowledge may affect your credit rating.

## 6. LOSS OR DAMAGE COVER OFFERED BY US

- 6.1 All Vehicles are provided with Standard Cover (SC). Under SC, you will have the cover provided in clause 7 below subject to the conditions and exclusions in Clauses 8 and 9. All our Vehicles have Compulsory Third Party (CTP) insurance.
- 6.2 You may reduce the DR Fee and SVA Fee by accepting either Premium Protection (PP) or Ultimate Protection (UP). Please note that PP and UP may not be offered in certain locations.
- 6.3 If you choose PP, you will be provided Standard Cover. In addition your DR Fee will be reduced to the amount stated on the RA. The SVA Fee will still apply.
- 6.4 If you choose UP, you will be provided Standard Cover and the DR Fee and SVA Fee will be nil. In addition, tyre and windscreen damage (described in Clause 9.1(e)) is covered when the damage is accidental.
- 6.5 SC, PP and UP are subject to you and any Authorised Driver complying with the terms and conditions contained in this RA.

## 7. STANDARD COVER

- 7.1 Subject to the conditions set out in Clause 8 and the exclusions to cover set out in Clause 6.5 and Clause 9, we will pay for:
  - (a) the amount of any accidental loss or damage to our Vehicle (including prior accident value or repair costs), our assessment fees, towing and storage fees, our legal and investigative expenses, our loss of rental revenue and our service charges; and
  - (b) any amount which you are legally held liable to pay, as a result of an accident

caused by your use of the Vehicle, for loss or damage to property other than any property owned by you (or any relative, associate, passenger or any person known to you) or any property in your physical or legal control.

- 7.2 In the event of an incident involving loss or damage, you will be required to pay the DR Fee and, where applicable, the SVA Fee as set out in the RA.

## 8. CONDITIONS OF COVER

- 8.1 In addition to the exclusions to cover set out in clause 6.5 and clause 9, the payment referred to in clause 7.1 is subject to:
- (a) You not being in breach of any material terms or conditions contained in this RA. However, this clause 8.1(a) does not apply if you are in breach of a material term or condition contained in this RA but that breach is unrelated to the event or events for which you seek cover;
  - (b) Your payment (in respect of each separate incident), regardless of cause/fault, of the DR Fee;
  - (c) Your payment (in respect of each separate incident), regardless of cause/fault, of the SVA Fee stated on the RA where the incident covered is a Single Vehicle Accident (SVA), being an incident in which:
    - (i) no other motor vehicle is involved (e.g. rollovers, collisions with animals, trees, pedestrians etc); or
    - (ii) another motor vehicle is involved but:
      - A. that other motor vehicle or its driver has not been identified to us; or
      - B. at the time of the incident the Vehicle was moving in reverse and that other motor vehicle was stationary; or
      - C. at the time of the incident that other vehicle was parked;
  - (d) You promptly reporting to us and the police or other relevant authority, and in any event within 24 hours, any incident involving loss or damage to the Vehicle or any other property or injury to any person;
  - (e) You providing such information and assistance as may be requested by us including, but not limited to, being interviewed by an investigator, or attending any Court hearing, and if necessary, authorising us to bring, defend or settle legal proceedings. However, we shall have sole conduct of any such proceedings. We will meet your reasonable out-of-pocket expenses in complying with this clause 8.1(e);
  - (f) You giving to us promptly every summons, complaint, demand or notice in relation to any loss or damage;
  - (g) You submitting to any tests required by the police to determine the concentration of alcohol or drugs in your blood;
  - (h) You not leaving or decamping an accident without providing full particulars to all relevant persons and authorities;
  - (i) You not being covered under any policy of insurance covering the loss or damage in which case you will not be covered by us;
  - (j) You not providing any false information, nor engaging in any fraudulent activity, in respect of your hire of the Vehicle or in your dealings with any law enforcement officer or authority during the period in respect of that Vehicle hire;
  - (k) You not, without our consent, making or giving any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability.

## 9. EXCLUSIONS TO COVER AND LIABILITY

- 9.1 You must always pay the cost of and are liable for and Clauses 6 and 7 do not cover:
- (a) damage or loss caused to the Vehicle or third party property as a result of you breaching the RA;
  - (b) damage or loss arising from Theft, where the Vehicle is left unlocked or unsecured or you have not kept the keys secure;
  - (c) damage or loss where the Vehicle is totally or partially immersed in water;
  - (d) damage or loss to the interior of the Vehicle, which requires professional cleaning, deodorising or repair;
  - (e) (unless UP is taken) damage or loss to the tyres, such as punctures, cuts, abrasions or to the windscreen such as chips, cracks and stars;
  - (f) damage or loss caused by use on construction sites, mines and unsealed roads;
  - (g) overhead damage being damage or loss sustained to the Vehicle or any other property caused by driving the Vehicle into or under any object of the same or a greater height than the base of the Vehicle's front windscreen, or damage caused by persons placing objects on the roof of the Vehicle;
  - (h) damage or loss caused to any part of the pantech or box section or convertible roof;
  - (i) damage or loss to the undercarriage of the Vehicle or to any other property arising from contact between the undercarriage and any object, obstruction or road surface regardless of cause.
  - (j) damage or loss to the tailgate lifter, ramps and associated equipment during usage of those items;
  - (k) damage or loss to the Vehicle or third party property caused by you failing to secure properly any load or equipment;
  - (l) damage or loss caused to the Vehicle or third party property by loading or unloading to or from the Vehicle;
  - (m) damage or loss to the Vehicle deliberately caused by you or by you using the Vehicle in a dangerous or reckless manner;
  - (n) damage or loss to the Vehicle whilst being transported, ferried or towed without our authority, or whilst the Vehicle is taken off the mainland or across any waterway whatsoever or used in any unauthorised area;
  - (o) the cost of towing or salvage of the Vehicle in or from a remote or sparsely populated area;
  - (p) damage or loss caused to the Vehicle through the use of snowchains or roof racks;
  - (q) costs or expenses incurred including legal costs (on a full indemnity basis) and interest as a result of your failure to deliver immediately every summons, complaint, demand or notice in relation to any loss or damage;
  - (r) damage to or loss of any personal property owned by you (or any relative, associate, passenger or any person known to you) or any third party, including personal property left in the Vehicle, or any property received, handled or stored by us at any time, except to the extent that such damage or loss is caused by our negligence or wilful default, in which case clause 12.2 applies;
  - (s) Your death or personal injury or the death or personal injury of any other person except to the extent that it is caused by our negligence;
  - (t) damage or loss to the GPS; and
  - (u) damage or loss suffered by us as a direct or indirect result of you providing false information, or engaging in any fraudulent activity, in respect of your hire of the Vehicle or your dealings with any law enforcement officer or other authority during the hire period, and we reserve the right to recover an amount from you in respect of such losses.

## 10. GPS

- 10.1 You are solely responsible to install and place the GPS in the Vehicle in a manner that:
- (a) avoids interference with Vehicle controls and safety devices including airbags;
  - (b) prevents personal injury and property damage in the event of an accident.
- 10.2 Prior to leaving the rental premises, you must verify that the GPS is functioning. Do not operate the controls of the GPS while you are driving.
- 10.3 You must return the GPS to the counter of the original rental location, or other pre-approved location.
- 10.4 If you accept SC or purchase PP or UP, we will not waive your responsibility for any loss or damage to the GPS even though the GPS is considered to be an accessory to and part of the Vehicle. Your liability in the event of any loss or damage to the GPS will be \$400.00 (AUD) or the cost to repair the GPS, if repairable in our discretion, including a reasonable administration fee for handling.

## 11. TERMINATION

- 11.1 We may terminate the RA at any time if you commit a material breach of the RA.
- 11.2 You may terminate the RA at any time for any reason.
- 11.3 If the RA is terminated early for any reason, you agree to pay rental charges that reflect the actual duration of the rental. Such charges may be higher than those that apply for a longer rental period.

## 12. GENERAL PROVISIONS

- 12.1 **Your rights**  
**Certain State and Commonwealth legislation, including the Trade Practices Act 1974 (Cth), imply warranties or conditions or impose obligations which cannot be excluded, restricted or modified except to a limited extent. These Terms and Conditions do not purport to exclude any statutory rights available to you and must in all cases be read subject to those statutory provisions. If you wish to find out more about your rights as a consumer, you can contact consumer organisations and bodies such as the Australian Competition and Consumer Commission and State/Territory fair trading authorities.** Nothing in this clause 12 is intended to reduce or prejudice the statutory rights available to you.
- 12.2 **Liability**
- (a) Whenever we are permitted to limit our liability under State and/or Federal statute for breach of an implied condition or warranty, our liability is limited to, at our option, the replacement, repair or re supply of the Vehicle or the reimbursement of the Rental Charges.
  - (b) Unless we or one of our employees acting in the course of their employment is negligent, and subject to your statutory rights as referred to in clause 12.1, we are not liable to you for any loss, damage, costs, expenses, damages (including for loss of use or enjoyment) or any other liabilities resulting from:
    - (i) any accident, breakdown or any other failure of the Vehicle; or
    - (ii) loss of or damage to your or anyone else's personal property, which includes, without limitation, personal property left in any Vehicle or brought onto our premises; or
    - (iii) any error or omission in any street directory or other map (whether or not provided by us), or any fault in or malfunction of any car phone or GPS (whether installed in or otherwise provided with the Vehicle).
  - (c) Without limiting the foregoing, to the maximum extent permitted by law, we will not be liable to you for any indirect, special, incidental or consequential damage, or loss of profits or loss of earnings, suffered by you or any other person due to any breach of this RA by us and you release and indemnify us (including for legal costs) from any such claim.
- 12.3 **Our rights**
- (a) We reserve the right to refuse hire of another vehicle to you following any incident or accident or where you have breached a term of this RA.
  - (b) We reserve the right to refuse future hire of any optional accessories or equipment (such as GPS and baby seats) to you, if you damage, destroy or lose the unit while on rent to you.
  - (c) None of our rights under this RA may be waived except in writing by one of our officers.
- 12.4 **Interpretation**
- (a) References in clauses 6, 7, 8 and 9 to "you" or "your" shall include the Hirer and all Authorised Drivers in the RA.
  - (b) Where "you" are more than one person your obligations under this RA are joint and several. "Person" includes a company.
  - (c) Words used in this RA and/or noted on the RA include all genders and singular words include the plural.
  - (d) Hirer means the person/ company named in the RA as the Hirer and any person/ company who provides a Credit Card Authority to us. In hiring the Vehicle you confirm that you have read, understood and accepted these terms and conditions. Capitalised terms have the same meaning as given to those terms in the RA.
  - (e) In this RA where we are required or entitled to exercise our "opinion" or "discretion", or to "consider", or to make a "determination", we will act reasonably in doing so and this RA is to be read in that way.
- 12.5 **Miscellaneous Provisions**
- (a) No Hirer, driver or passengers in the Vehicle shall be deemed to be our agent, servant or employee, in any manner or for any purpose whatsoever.
  - (b) You warrant that all information supplied in connection with this RA, whether before or after the date hereof, is or shall be true and correct in all respects, and that you will immediately notify us of any such changes.
  - (c) This RA is governed by the laws of New South Wales and you submit to the non-exclusive jurisdiction of the Court of New South Wales.
- 12.6 **Privacy**  
We are committed to protecting your privacy. Where any information comprises "personal information" as defined under the *Privacy Act (Cth)* 1998, it will be handled in accordance with our Privacy Policy. You can obtain a copy of our Privacy Policy from our website, [www.thrifty.com.au/privacy](http://www.thrifty.com.au/privacy). The Privacy Policy contains information on how to access your personal information. We and our related bodies corporate may use the information provided by you for the purpose of providing communications (including marketing). If you do not wish to receive marketing communications from us, our related bodies corporate or third parties, please contact us at [privacy@thrifty.com.au](mailto:privacy@thrifty.com.au) and include your name and address and we will not send you any further marketing communications.