

medrive Terms and conditions

This is an agreement between You, the hirer/renter and any authorised driver identified on the Rental Agreement (Agreement), and medrive (Us/We/Our) to rent the Motor Vehicle (Vehicle) described on the Rental Agreement. This Agreement You have with Us consists of these Terms and Conditions and the Agreement.

1 Vehicle Condition and Return

- 1.1 The Vehicle is delivered to You in good operating condition.
- 1.2 You agree to return the Vehicle in the same condition it was in at the commencement of the rental, together with all of its tools, tyres, accessories and equipment on the date and to the location specified on the Rental Agreement.
- 1.3 We must be notified and agree to any extension of the period of hire beyond that stated on the Rental Agreement in advance of the return date and time or the Vehicle will be immediately reported to the police as stolen.
- 1.4 If the Vehicle is returned to Us early there is no entitlement to a refund.
- 1.5 If the Vehicle is returned more than one hour after the time set for its return as shown in the Rental Agreement You will be charged additional standard hourly rates up to one full day's standard rental and a further full day's rental for each 24 hour period thereafter until the Vehicle is returned to Us.
- 1.6 You must return the Vehicle to the rental location stated on the Rental Agreement although one way rentals may be available at an additional fee but must be agreed by Us and noted on the Rental Agreement prior to the commencement of the rental.

2 Unauthorised and Prohibited Use

- 2.1 The Vehicle must only be driven by a person:
 - (a) who is identified on the Rental Agreement or has been agreed by Us in writing prior to the commencement of the rental;
 - (b) who is licensed to drive that class of Vehicle;
 - (c) whose driver's licence has not been cancelled, endorsed or suspended within the last three years;
 - (d) who has held a drivers licence for no less than three years
 - (e) who is not less than 25 years of age; and
 - (f) who has not given a false name, age, address or driver's licence details.
- 2.2 The Vehicle must never be:
 - (a) driven outside the state in which the Vehicle was rented unless interstate use has been agreed by Us prior to the commencement of the rental in which case additional charges may apply;
 - (b) driven on Unsealed Roads or off road unless authorised by Us in writing or on the face of the Rental Agreement prior to the commencement of the rental;
 - (c) driven on any beach or through rivers, streams, creeks or tidal crossings;
 - (d) driven through flood waters or on any road that has been closed by the police or a government or statutory authority;
 - (e) driven above the Snow Line;
 - (f) used to carry persons for hire;
 - (g) used to carry any dangerous, hazardous, inflammable, explosive or corrosive materials or substances in quantities above that used for domestic purposes;
 - (h) used to propel or tow any vehicle, trailer, boat or other object unless We have authorised such use in writing prior to the commencement of the rental;
 - (i) used to carry any greater load and/or more persons than is lawful or use in a manner or purpose other than for which the Vehicle was designed and constructed;
 - (j) used to carry any animal or pet, except assistance animals, unless authorised by Us in writing on the face of the Rental Agreement before the commencement of the rental;
 - (k) used for racing, pace-making, reliability trials, hill climbing or testing in preparation for those purposes;
 - (l) driven in a reckless or dangerous manner;
 - (m) driven in an unsafe or unroadworthy condition; or
 - (n) used for any illegal purpose.
- 2.3 The Vehicle must never be:
 - (a) modified;
 - (b) damaged deliberately or recklessly; or
 - (c) sold, leased, rented or disposed of,and You must not register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009 (Com).
- 2.4 The Vehicle must never be driven by any person:
 - (a) who is intoxicated or under the influence of alcohol or drugs;
 - (b) who has a concentration of drugs or alcohol that exceeds the limit prescribed by law in the state or territory where the Vehicle is driven;
 - (c) in whose breath, blood, urine or oral fluid the concentration of drugs or alcohol is above that concentration where it is an offence to be in control of, or drive, or be in charge of, the Vehicle; or
 - (d) who has failed to undergo any breath, blood, urine or oral fluid test or drug impairment assessment.

3 Your Obligations

- 3.1 At the commencement of the rental and before collecting the Vehicle:
 - (a) You must pay Us the anticipated Rental Charges; and
 - (b) We may preauthorise Your credit card for an additional amount described in our Rental Agreement, that covers extra charges that may be incurred during Your rental.
- 3.2 You must take reasonable care of the Vehicle by:
 - (a) preventing it from being damaged;
 - (b) making sure it is protected from the weather;
 - (c) maintaining the engine and brake oils, coolant levels and tyre pressures; and
 - (d) making sure that it is not overloaded or over-height.
- 3.3 Joint Hirers are jointly and severally liable under the Agreement.
- 3.4 At the end of the rental You are liable for and must pay Us:
 - (a) the balance of all rental charges specified on the Rental Agreement;
 - (b) the Damage Loss Liability Charge if there has been damage to the Vehicle, it has been stolen or there has been third party loss;
 - (c) overhead or underbody damage;
 - (d) reversing damage;
 - (e) damage caused by immersion of the Vehicle in water; and
 - (f) any additional charges including additional cleaning of the Vehicle as a result of breach of the Agreement or any refuelling costs.
- 3.5 You must also pay Us for :
 - (a) all damage to the Vehicle;
 - (b) towing, recovery and salvage fees;
 - (c) assessing fees;
 - (d) loss of the Vehicle through theft;
 - (e) Loss of Use; and
 - (f) damage to third party property

where:

- (i) any condition of the Agreement has been breached;
 - (ii) You have left the Vehicle unlocked or left the keys or remote control device in the Vehicle;
 - (iii) You have not kept the Vehicle's keys or remote control device secure and under your personal control;
 - (iv) the underbody of the Vehicle has been damaged, regardless of cause when no other vehicle is involved.
- Damage Loss Liability Charge means the amount You must pay to Us:
- (v) If the Vehicle has been totally or partially immersed in water, regardless of cause;
 - (vi) the interior of the Vehicle has been damaged, regardless of cause when no other Vehicle is involved;
 - (vii) the tyres of the Vehicle have been damaged other than by normal wear and tear;
 - (viii) the Vehicle has been driven under or into an object lower than the height of the Vehicle;
 - (ix) You have refuelled the Vehicle with the wrong type of fuel;
 - (x) You have failed to maintain the Vehicle's fluid and fuel levels or failed to immediately rectify or report to Us any defect in the a Vehicle of which You became aware;
 - (xi) You have failed to secure properly any load or equipment which leads to loss caused by any part of said load or equipment; or
 - (xii) You have driven into, or used the Vehicle in, an area prohibited by the Rental Agreement.

3.6 You must **not smoke** in the Vehicle and You must prevent any passenger from doing so and You must pay for the additional cleaning cost if this condition is breached.

3.7 You must pay:

- (a) all tolls, speeding and traffic fines and infringements; and
- (b) all parking fines;

incurred during the period of the hire or until such later time as the Vehicle is returned to Us and:

- (c) all charges imposed for the release of the Vehicle if it has been seized by a responsible authority

3.8 You must also pay an administration fee as described in our Rental Agreement, for the administrative costs of:

- (a) claims administration when the Vehicle has been damaged in an Accident, there is a claim for third party loss or the Vehicle has been stolen;
- (b) arranging additional cleaning of the Vehicle; and
- (c) overdue rentals,

3.9 If You do not pay any amount due and payable to Us pursuant to this Agreement within 30 days of the due date, You must also pay Us:

- (a) interest at the rate of 10% on the overdue amount until the full amount is received by Us; and
- (b) the reasonable costs and charges We incur in recovering any overdue amount including collection fees and commission charged by a debt collection agency and all legal costs;

and You acknowledge that if You fail to pay any amount due to Us We may refer that failure to a Credit Reporting Agency.

4 Damage Cover

4.1 If You act within the terms and conditions of the Agreement We will grant Damage Cover (including legal costs incurred with Our consent) for Your benefit for:

- (a) damage to the Vehicle;
- (b) towing, recovery and salvage fees;
- (c) assessing fees;
- (d) loss of the Vehicle through theft; and
- (e) third party damage.

4.2 Damage Cover is conditional upon Your payment to Us of the Damage Loss Liability Charge stated on the Rental Agreement, which is payable regardless of fault if there is a claim arising from an Accident involving the Vehicle or its theft.

4.3 At the commencement of the rental and at additional cost You may purchase:

- (a) Collision Damage Waiver (CDW) which reduces the Damage Loss Liability Charge payable by You to the amount shown in the Rental Agreement but there is no additional cover for damage to the Vehicle's wheels, tyres, windows and windscreen; and
- (b) Wheel Damage Waiver (WDW) which provides cover for damage to the Vehicle's wheels, tyres, windows and windscreen.

4.4 There is no Damage Cover for damage to or loss of property:

- (a) owned by You, or any friend, relative, associate or passenger; or
- (b) in Your physical or legal control.

4.5 Damage Cover is subject to You:

- (a) not having acted or having caused any other person to have acted in any manner which is a breach of the Agreement;
- (b) not being covered under any policy of insurance; and
- (c) providing such information and assistance as may be requested by Us and if necessary, assisting Us in the commencement, defence, maintenance or settlement of legal proceedings, but We shall have sole conduct of those proceedings.

4.6 There is no Damage Cover for damage to the Vehicle or third party damage caused by:

- (a) an impact:
 - (i) with the underbody of the Vehicle that is not caused by a collision with another Vehicle;
 - (ii) between the Vehicle and an object lower than the height of the Vehicle; or
 - (iii) to the Vehicle whilst it is being driven in reverse,

or

- (b) driving the Vehicle:
 - (i) on an Unsealed Road or unmade road or surface;
 - (ii) off road; or
 - (iii) in any area prohibited by the Rental Agreement or outside the area of authorised use shown on the Rental Agreement.

4.7 There is no Damage Cover for the loss of or damage to Your personal property or that of any passenger that occurs during Your rental and any personal property left in the Vehicle at the end of the rental period will be held by Us for one month and if not claimed at the expiration of that period will be destroyed without further notice to You.

5 Fuel

5.1 The Vehicle must be returned at the end of the rental period with the amount of fuel equal to that at the time of the start of the rental.

5.2 If the Vehicle is returned with less fuel, unless prior arrangements have been made and noted on the Rental Agreement, the difference will be charged at a rate, which may include a service component.

5.3 You must use the correct fuel type for the Vehicle and You are liable for any damage to the Vehicle if the incorrect type is used.

6 Accidents and Damage

6.1 You must:

- (a) report, within 24 hours to the rental location where the Vehicle was hired, any Accident involving loss or damage to the Vehicle, its theft or loss involving the Vehicle; and
- (b) pay to Us the Damage Loss Liability Charge stated on the Rental Agreement, which is payable regardless of fault.

6.2 You must also:

- (a) deliver to Us immediately, every summons, complaint or document in relation to such loss; and

(b) report all Accidents to the police if:

- (i) any person is injured;
- (ii) the other party leaves the scene of the collision without exchanging names and addresses; or
- (iii) the other party appears to be affected by drugs or alcohol.

7 Our Obligations

7.1 We will provide You with a Vehicle that is mechanically sound and in good working order.

7.2 If the Vehicle breaks down because of a mechanical defect We will provide You with all practical assistance, including the provision of a replacement Vehicle of a similar standard to the previous Vehicle if the defect cannot be repaired. Our contact number for assistance is 0478 705 601.

7.3 We are not responsible for:

- (a) flights that You have missed or are delayed;
- (b) holiday or travel plans that are disrupted;
- (c) loss of enjoyment; or
- (d) economic or consequential loss

unless We are in breach of Our obligations under the Agreement.

8 Privacy Policy

8.1 We are committed to complying with the Australian Privacy principles and when We collect Your personal information We will do so only for the purpose of providing rental services to You.

8.2 You may choose not to provide this information to Us but We may not be able to provide You with Our rental services.

8.3 We take reasonable steps to make sure that Your personal information is accurate, up to date and complete and that it is protected from misuse, loss or unauthorised access, modification or disclosure.

9 Resolving Your Complaints

9.1 If You have a complaint or dispute about Your rental with Us, including the service You have received from Us or decisions made on a claim, You may refer Your complaint or dispute to Our Internal Disputes Resolution (IDR) process where Your complaint or dispute will be reviewed by an employee who has the experience, knowledge and authority to conduct a full review.

9.2 The first step is to contact Us at info@medrive.app Or by phone to 0478 705 601 and We will acknowledge receipt of Your complaint or dispute within 14 working days.

9.3 Provided that We have all the necessary information We will review Your complaint or dispute and respond to You with reasons for Our decision within 15 working days or if further investigation is required within a reasonable time frame that We will endeavour to agree with You.

10 General Provisions

10.1 This Rental Agreement is governed by the laws of the state in which the Vehicle is rented and You agree that the courts in that state have non-exclusive jurisdiction to determine any dispute that arises between You and Us.

10.2 The Competition and Consumer Act 2010 (Com) gives You rights that are not affected by the Agreement and all provisions in the Agreement are subject to the implied terms and conditions of that Act and the corresponding legislation in each state and territory.

11 Definitions

11.1 Some words or phrases used in the Agreement have a specific meaning:

Accident means a single unintended, unforeseen collision between the Vehicle and any other object, including another vehicle that results in damage to the Vehicle or third party loss.

- (a) in the event of an Accident that causes:
 - (i) damage to the Vehicle, including damage caused by hail;
 - (ii) towing and salvage charges;
 - (iii) assessing fees;
 - (iv) Loss of Use; or
 - (v) third party loss; or
- (b) if the Vehicle has been stolen.

Loss of Use means the daily loss We incur as a result of the Vehicle being unavailable for hire because it is being repaired as a result of an Accident or because it was stolen and We are waiting for it to be replaced.

Snow Line means any area within an alpine national park between 1 May and 31 October or any area where snow is likely to fall or has fallen.

Unsealed Road means a road 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 Rental Agreement and includes its components, accessories, tools, tyres and equipment and any replacement vehicle.

We, Us, Our, means Acme Truck and Bus Pty Ltd trading as medrive ABN 89636560104

You, Your means the person that rents the Vehicle from Us whether it is an individual, a firm or a company and includes any person We have authorised to drive the Vehicle prior to the commencement of the rental.