



## Terms and Conditions of Rental

### TERMS AND CONDITIONS OF STANDARD RENTAL AGREEMENT

Effective 9<sup>th</sup> April 2021

#### OUR COMMITMENT TO YOU

SOS Rental Pty Ltd is committed to:

- providing only current model vehicles; and
- our vehicles are serviced and maintained in accordance with manufacturers' recommendations. SOS Rental undertakes to transact its business:
- fairly, reasonably and honestly and to encourage its suppliers, agents and others to act fairly, reasonably and honestly; and
- with competence, care and prudence, ensuring due compliance with the Code.

#### CONSUMER RIGHTS STATEMENT

All Your rights set out in this Rental Agreement are in addition to Your rights as a consumer (**Your Consumer Rights**) under applicable consumer protection legislation, including the Australian Consumer Law.

Your Consumer Rights are not excluded, restricted or modified by this Rental Agreement. You can find out more about Your Consumer Rights from consumer organisations and bodies such as the Australian Competition and Consumer Commission and State/Territory fair trading authorities.

#### 1 INTERPRETING YOUR RENTAL AGREEMENT

The rental agreement between SOS Rental and You (**Rental Agreement**) is made on the date shown on the Rental Document You have signed in respect of the Vehicle and is made up of that Rental Document and these Terms and Conditions. The Rental Agreement, Rental Document and these Terms and Conditions apply in addition to any representation made to You by SOS Rental and SOS Rental employees. By entering into the Rental Agreement, you also agree to be bound by the terms and conditions set out in:

- Privacy Collection Statement (Annexure A)

Fees and charges that SOS Rental is entitled to charge without further consent from You other than signing the Rental Agreement are set out in the Pricing Schedule at Annexure D. If You have pre-paid Your Vehicle booking, you have also agreed to the Pre-Pay Terms and Conditions. To the extent of any inconsistency between this Rental Agreement and the Pre-Pay Terms and Conditions, the Pre-Pay Terms and Conditions prevail. In these Terms and Conditions:

**'Account'** means the debit card, credit card or SOS Rental charge account to which Rental Charges are to be debited;

**'Authorised Driver'** means You

**'Australian Consumer Law'** means Schedule 2 to the *Competition and Consumer Act 2010*;

**'SOS Rental'** means SOS Rental Pty Limited ABN 56 648 682 955

**'Code'** means the Australian Finance Industry Association Car Rental Code of Practice;

**'Collection Costs'** means SOS Rental reasonable costs of collecting unpaid Rental Charges from You;

**'Excess Amount'** means the amount shown as 'Excess Amount' on the Rental Document;

**'Fair Wear and Tear'** means Fair Wear and Tear described in the Code under the annexure headed "AFIA Fair Wear and Tear Guide - Rental Vehicles" and does not include damage (as set out in that annexure);

**'Insurance Policy'** means a policy of liability insurance arranged by SOS Rental for Your and an Authorised Driver's liability to a third party for damage to the property of that third party which is caused by the legal use of the Vehicle by You;

**'Loss Damage Waiver'** means the loss damage waiver described on the Rental Document as LDW which reduces Your financial responsibility for loss or damage to the Vehicle to the Excess Amount;

**'Manufacturer's Specifications'** means the specifications of the manufacturer of the Vehicle as set out in the Vehicle's operations manual located in the glove box of the Vehicle;

**'Overhead Damage'** means damage (excluding hail damage) to the Vehicle during the Rental Period above the top of the front and back windscreens, damage to the box section of a commercial vehicle above the front windscreen or damage to third party property, caused by the Vehicle coming into contact with anything overhanging or obstructing its path, objects being placed on the roof of the Vehicle, or You or any person standing or sitting on the roof of the Vehicle;

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

**'Rental Document'** means a legally binding contract made between SOS Rental and You or the person hiring the Vehicle and any Authorised Driver;

**'Rental Period'** means the period commencing on the date shown on the Rental Document and ending on the date that You return the Vehicle to SOS Rental;

**'Territory'** means Northern Territory or Australian Capital Territory;

**'Terrorist Act'** has the meaning in section 100.1 of the *Criminal Code Act 1995* (Cth) as at 1 March 2018;

**'Underbody Damage'** means damage to the Vehicle during the Rental Period caused by the Vehicle coming into contact with anything below the bottom of the door seal and the bottom of the front and rear bumper bars where SOS Rental considers, acting reasonably, that the driver of the Vehicle is reasonably at fault for that damage;

**'Vehicle'** means the vehicle described on the Rental Document (or any substitute vehicle), and includes its parts, components, keys, remote opening devices, any tag or device for paying electronic tolls, all Accessories and contents supplied by SOS Rental unless the context requires otherwise;

**'We'** refers to SOS Rental; and

**'You'** or **'Your'** refers to the person(s) with whom the Rental Agreement is made;

## 2 DRIVER

2.1 You agree and acknowledge that:

(a) only You will drive the Vehicle; and

(b) You hold a current and valid licence (not being a learner's licence or provisional licence) to drive the Vehicle and have been licensed to drive vehicles of the same category as the Vehicle for at least 12 consecutive months immediately prior to signing the Rental Document.

2.2 You are responsible for the cause's loss of or damage to the Vehicle or damage to the property of a third party.

### 3 WHERE YOU CAN AND CANNOT DRIVE THE VEHICLE

#### 3.1 You must only use the Vehicle:

(a) on a road which is properly formed and constructed as a sealed, metalled or gravel road

(b) in Western Australia You and must not use the Vehicle off road (e.g. on a fire trail, beach, track, grassed area or to cross streams or any other body of water) unless You have authorisation from SOS Rental in writing.

#### 3.2 You must not, unless authorised in writing by SOS Rental, drive or take the Vehicle:

(a) to Gove Peninsula or any island off the coast of Australia

(including, but not limited to, Bruny Island, Fraser Island, Groote

Eylandt, or the Tiwi Islands);

(b) to Kangaroo Island; however, if so authorised in writing by SOS Rental, You and any Authorised Driver must not drive the Vehicle between dusk and dawn outside town limits;

(c) into or out of the Northern Territory, Western Australia or Tasmania;

(d) in Queensland:

(1) on Highway No. 27: beyond Chillagoe in a westerly direction;

(2) on Highway No. 1: beyond Normanton in a southerly direction and no further north than Karumba;

(3) if the Vehicle is a passenger vehicle or truck, beyond Cooktown to the north or Lakeland to the west and no further north than Cape Tribulation on the Coast Road; or

(4) on the Coast Road from Helenvale to Cape Tribulation, unless the Vehicle is a 4WD Vehicle.

(e) in the snow (at anytime and anywhere (including Tasmania)); (f) above the snow line in:

(1) New South Wales (being Jindabyne); or

(2) Victoria (being Bright), from the beginning of June until the end of September.

(g) on beaches or through streams, dams, rivers or flood waters;

(h) in Western Australia: (1) to any parts north of Carnarvon; (2) on the Kalumburu Road, Tanami Road, Canning Stock Route, Gunbarrel Highway and Holland Track;

(3) 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;

(4) beyond 100 kilometres of the Perth city limits between dusk and dawn; or

(5) outside any town or city limits between dusk and dawn.

(i) in the Northern Territory:

(1) on the Jim Jim Falls Road to Jim Jim Falls and Twin Falls; or (2) outside any town or city limits between dusk and dawn.

## 4 USE OF THE VEHICLE

### 4.1 You must:

(a) not use, or allow the Vehicle to be used, for any illegal purpose, race, contest or performance test of any kind; 5.5

(b) not, without SOS Rental prior written consent, use, or allow the Vehicle to be used, to push anything;

(c) not carry, or allow the Vehicle to carry, more passengers than may be properly accommodated by the seat belt restraints 5.6 provided in the Vehicle and must ensure that each passenger in the Vehicle appropriately uses the seat belt restraint;

(d) not be under the influence of alcohol, drugs or have a blood alcohol or drug content that exceeds the legal limit in the State or Territory in which the Vehicle is driven;

(e) not, without SOS Rental prior written consent, use or allow the Vehicle to be used to carry passengers for payment of any kind;

(f) not use the Vehicle when it is damaged or unsafe; 5.7

(g) provided it is reasonable in the circumstances to do so, not drive the Vehicle after an accident or hitting an object (including an animal) until You have obtained SOS Rental's prior written consent to do so;

(h) not use the Vehicle to transport goods, except in compliance with all necessary approvals, permits, licences and government requirements (to be obtained at Your cost) and in accordance with the Manufacturer's Specifications and SOS Rental's recommendations; 5.7

(i) not smoke within the Vehicle or allow any other person to smoke within the Vehicle at any time;

(j) not, without SOS Rental's prior written consent, use the Vehicle to carry any inflammable substance which has a flash point under 22.8°C or any other explosive or corrosive substances;

(k) not use the Vehicle to prepare, commit or assist in any Terrorist Act;

(l) not use the Vehicle for the conveyance or towing of any load unless You have SOS Rental's prior written consent; the load is 6 correctly loaded and secured and not in excess of that for which 6.1 the Vehicle was manufactured; for towing, the Vehicle is fitted with a tow bar; and the conveyance or towing is undertaken in accordance with the Manufacturer's Specifications and SOS Rental's recommendations; and

Your act or omission (including, but not limited to emergency refuelling (up to an amount required to reach the nearest petrol station), a tyre-related incident, lost keys, keys locked in vehicle, or a flat battery due to lights or other electrical equipment being left on), You will be charged the Roadside Callout Fee.

You must not have repairs to the Vehicle carried out unless SOS Rental authorises You to do so in writing. SOS Rental requires verification of the cost of repairs for reimbursement and GST purposes. You should obtain an original tax invoice/receipt from the repairer to assist SOS Rental. SOS Rental will reimburse You for any repairs to the Vehicle authorised by SOS Rental in writing, provided that SOS Rental can verify the cost of those repairs. To the extent that SOS Rental cannot verify the cost of repairs, SOS Rental will not reimburse You.

If You or another person has been using the Vehicle during the Rental Period in breach of clause 4.1(i) or returned the Vehicle in an excessively poor condition (excluding Fair Wear and Tear); You

may be required to pay the cost of any professional cleaning or odour extraction reasonably incurred by SOS Rental and a reasonable administrative fee reflecting the cost of making arrangements for professional cleaning or odour extraction.

## **RETURN OF VEHICLE**

You must return the Vehicle to SOS Rental:

(a) to the place, on the date and by the time shown on the Rental

Document unless You have informed SOS Rental of a change prior to

the return date and time and SOS Rental has agreed to the change; and (b) in the same condition as it was at the commencement of the

(m) not use the Vehicle in contravention of any law.

## **5 MAINTENANCE, SECURITY AND CLEANING**

5.1 You must:

(a) maintain all of the Vehicle's engine oils and engine coolant levels to the Manufacturer's Specifications, provided that SOS Rental has provided the Vehicle to You with engine oils and engine coolant at levels which reflect the Manufacturer's Specifications;

(b) keep the Vehicle locked when it is unattended and the keys under Your personal control at all times; and 6.3

(c) comply with all applicable seat belt and child restraint laws.

5.2 For each roadside assistance callout for a fault or incident caused by 6.5

## **6 RETURN OF VEHICLE**

6.1 You must return the vehicle to SOS Rental:

(a) to the place and date shown on the rental agreement

(b) in the same conditions it was at the commencement of the rental period, fair wear and tear accepted

6.2 If You tell SOS Rental that You wish to return the Vehicle to a location other than that stated on the Rental Document, SOS Rental will advise You of the amount of the 'one-way fee' that You will incur (unless clause 6.5(a) applies to You). If You do not tell SOS Rental in advance, You must pay a 'one-way fee' of up to \$2 per kilometre (depending on the type of Vehicle and the distance travelled) to be determined and paid at the end of the Rental Period. You will also be liable for any Rental Charges calculated under clause 6.3 or 6.4.

6.3 If You:

(a) return the Vehicle at a later date or time than that shown on the rental document

(b) return the Vehicle to a place other than that shown on the Rental document; or

(c) do not comply with any special conditions set out in the 'Rates' section on the rental document the rates shown on the Rental Document may not apply and You must pay the rate that is reasonable in the circumstances for the Vehicle for the Rental Period as well as the Late Return Charge.

6.4 If You return the Vehicle at an earlier date or time than agreed, the rates shown on the Rental Document will not apply and You must pay the rate that was applicable for the Vehicle for the Rental Period (which is likely to be higher than the rates shown on the Rental Document).

6.5 SOS Rental may request the immediate return of the Vehicle, or SOS Rental may recover the Vehicle without notice, if:

(a) the credit limit on Your method of payment would be exceeded by the debiting of the Rental Charges for a requested extension of the rental of the Vehicle or if a 'one-way fee' becomes payable by You;

(b) the Rental Period expires without satisfactory arrangements having been made by You with SOS Rental

(c) SOS Rental reasonably suspects that:

(1) the Vehicle may be used for an unlawful purpose;

(2) damage to the Vehicle, or injury to persons or property, is

likely to occur; or

(3) the Vehicle will be involved in an industrial dispute.

6.6 If You do not return the Vehicle on the date and by the time shown on the Rental Document (or any extended date or time agreed with SOS Rental in writing) then:

(a) after written notice to You and if the location of the Vehicle is unknown, SOS Rental may report the Vehicle as stolen to the police; and

(b) You must pay SOS Rental all Rental Charges (including additional Rental Charges) and compensate SOS Rental in accordance with clause 8 for any loss SOS Rental suffers (including all reasonable additional costs SOS Rental incurs in recovering the Vehicle) up to the time that the Vehicle is recovered by SOS Rental.

6.7 If You have breached the Rental Agreement and Your breach of the Rental Agreement has caused the downtime of the Vehicle, You will be liable to pay a per day loss of revenue fee based on the actual downtime of the Vehicle (or, where the actual downtime of the Vehicle is not known, a reasonable estimate of that downtime).

## **7 FUEL**

7.1 You must fill the Vehicle only with the fuel type specified in the Manufacturer's Specifications. And return the vehicle to the level of fuel that the vehicle had when you rented it.

## **8 LIABILITY FOR LOSS OR DAMAGE**

8.1 You are liable to compensate SOS Rental for any damage to or loss of the Vehicle, including theft of the Vehicle, during the term of Your Rental Agreement, subject to clauses 8.3, 8.4 and 9.

8.2 You are also liable for damage to third party property which is caused or contributed to by You

8.3 If, acting reasonably, we accept that the loss or damage referred to

in clause 8.1 was not Your fault, you will not be liable to compensate SOS Rental provided:

(a) You are resident in Australia;

(b) You provide SOS Rental with the following details of the incident:

(1) the name, residential address, contact phone and licence number of any person involved;

- (2) the registration numbers of all vehicles involved;
- (3) an accurate description of the incident and location;
- (4) the names of any attending police officers and the stations at

which they are based;

- (5) the name of the insurer of any third party You believe was at fault; and
- (c) SOS Rental reasonably believes that it will recover the amount of loss or damage from the third party.

8.4 SOS Rental is liable for any damage to or loss of the Vehicle that is our fault. This includes:

- (a) any failure on our part to properly maintain the Vehicle; and
- (b) loss or damage directly due to our negligence or wilful default.

## **10 INSURANCE POLICY - THIRD PARTY PROPERTY DAMAGE**

10.1 In the event of an unintended collision between the Vehicle and any other object, including another vehicle, during the Rental Period that results in damage to the property of any third party, SOS Rental will ensure that You are indemnified under the Insurance Policy subject to its terms, conditions and exclusions if:

- (a) the payment for the Insurance Policy was included in Your rate;
- (b) the damage or loss was caused whilst the Vehicle was driven or used by you; and
- (c) You pay the Excess Amount stated on the Rental Document.

## **11 PAYMENT FOR LOSS OR DAMAGE**

11.1 If:

- (a) You are required to pay an Excess Amount under clause 9.1(b) or 10.1(c);
- (b) fault has not been determined but SOS Rental reasonably regards You as being the party at fault; or
- (c) You are not ordinarily resident in Australia;

SOS Rental will debit Your Account with the Excess Amount.

Where you are liable under both clause 9.1(b) and 10.1(c) for the Excess Amount, only one Excess Amount will be debited by SOS Rental. The Excess Amount will be debited at the time of loss of, or damage to, the Vehicle and or damage to the property of any third party.

If SOS Rental subsequently comes to a reasonable belief that a third party or the insurer of a third party will pay SOS Rental for the loss or damage to the Vehicle, SOS Rental will, within a reasonable period of time of forming that belief, refund You the Excess Amount.

11.2 If You report in writing that a third party has been involved in an accident, SOS Rental will take reasonable steps to determine fault and, where practicable, obtain an admission from the third party or the third party's insurer. If SOS Rental obtains that admission and You are ordinarily resident in Australia and have an Australian driver's licence, SOS Rental will not debit Your Account with the Excess Amount.

11.3 (a) for the purposes of this clause 12.3, 'Recovery Cost' means, in relation to the loss of, or damage to, the Vehicle the sum of:

- (1) any appraisal fees actually and reasonably incurred;
- (2) any towing, storage and Recovery Costs actually and reasonably incurred; and
- (3) a reasonable administrative fee reflecting the cost of making arrangements for repairs and towing

and other administrative activities.

(b) if clause 8.1, 9.1 or 9.2 applies, SOS Rental will notify You of the

Recovery Cost. You must pay to SOS Rental, or You authorise SOS Rental to debit Your Account with, the Excess Amount at the time of loss of, or damage to, the Vehicle pending SOS Rental's assessment of the loss and damage and, if applicable, the repair of the Vehicle, subject to Your right to a refund under clause 12.5.

(c) if clause 8.1 applies, and if the total of the Recovery Costs and the costs and fees that You must pay under clause 9.1 is greater than the Excess Amount, You must pay the Excess Amount to SOS Rental, or SOS Rental may debit Your Account with that amount.

11.4 Where You are required to pay SOS Rental under clause 8, the amount You must pay for any loss, damage, repair, cost or fee:

(a) may be reasonably determined by SOS Rental; and

(b) in relation to damage to the Vehicle, is the lesser of the cost of repairs to the Vehicle or the market value of the Vehicle at the time of the damage.

11.5 SOS Rental will provide details to You of the final cost of the loss, damage or repair on request by You and within a reasonable period of time. These details will include supporting documentation such as copies of the assessment, repair, towing and assessing invoices and photos of damage if SOS Rental is required to provide these under the Code.

11.6 If You report the Vehicle as stolen to SOS Rental and to the police in accordance with these Terms and Conditions, SOS Rental will debit Your Account for the Excess Amount. SOS Rental will initiate enquiries with the relevant authorities with a view to recovering the Vehicle. If the Vehicle is recovered, SOS Rental will refund the Excess Amount less any amount for damage arising from the condition in which the Vehicle is found as a result of the theft, which is not recovered from a third party.

## **12 CLAIMS AND PROCEEDINGS**

12.1 Where the use of the Vehicle by You, or any other person results in an accident or claim, or where damage or loss is sustained to the Vehicle or the property of any third party (**Incident**), You must ensure that You:

(a) promptly reports the Incident to the local police (if required by law); (b) promptly reports the Incident in writing to SOS Rental;

(c) not make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability in relation to the Incident, except to the extent that You are required to provide a statement to the police;

(d) permits SOS Rental, or its insurers at their own cost to bring, defend, enforce or settle any legal proceedings against a third party in Your name or in the name of the Authorised Driver in relation to the Incident;

(e) permits or ensures that SOS Rental or its insurers may claim in Your name under any applicable Substitute Vehicle Insurance, and assist, SOS Rental in making such a claim, including assigning any right to claim under any Substitute Vehicle Insurance to SOS Rental; and

(f) completes and furnishes to SOS Rental or its insurers within a reasonable time any statement, information or assistance which SOS Rental or its insurers may reasonably require, including attending at a lawyer's office and at Court to give evidence.

12.2 SOS Rental will meet the reasonable out-of-pocket expenses of You in complying with clause 12.1(e) or 12.1(f).

12.3 If You do not comply with clause 12.1(b), and SOS Rental, or its insurer are unable to investigate the Incident in full due to this non-compliance, SOS Rental will, if it is reasonable to do so,



notify You of the amount of the Rental Charges and, if those charges are not disputed by You within 5 working days, then by these Terms and Conditions You authorise SOS Rental to debit from Your Account all Rental Charges pending receipt of a report about the Incident made by You.

### **13 PAYMENT**

13.1 At the end of the Rental Period, you authorise the debit of Your Account by SOS Rental to pay:

- (a) all Rental Charges;
- (b) any amount paid or payable SOS Rental or You to any person arising out of Your use of the Vehicle or imposed on You or SOS Rental by any government or other competent authority;
- (c) the replacement cost (as reasonably determined by SOS Rental) for a lost or stolen Accessory;
- (d) the card surcharge payable for the method of payment You chose to use for Your Account; and
- (e) any amount which You reasonably owe to SOS Rental under the Rental Agreement, in respect of a breach of the Rental Agreement or otherwise.

SOS Rental will provide to You clear information containing sufficient detail about any amount payable under this clause 15.1, including a clear justification with respect to the amounts charged and how these amounts have been calculated.

13.2 Each Rental Charge calculated and invoiced to You at the time of the return of the Vehicle is subject to subsequent verification by SOS Rental. If SOS rental reasonably determines that a Rental Charge should be adjusted, SOS Rental will provide details to You if SOS Rental has Your contact details.

13.3 The minimum charge You must pay for the rental of the Vehicle is an amount equivalent to:

- (a) one day's rental at the 'daily rate' shown on the Rental Document (subject to clause 6.4); and

13.4 SOS Rental will notify You of all amounts payable to SOS Rental under clause

13.5 If You pay Your Rental Charges by credit or debit card, You acknowledge that it may take up to 7–10 business days for Your financial institution to release any amount which has been authorised by that institution at the request of SOS Rental under clause 13.1 which is in excess of Your Rental Charges.

13.6 SOS Rental will pay, within 14 days, any refund due to You by such method as SOS Rental may reasonably choose.

13.7 If You fail to pay any amount due under or in connection with the Rental Agreement within 14 days of the date by which You were required to pay the amount, You must also pay SOS Rental and You authorise SOS Rental to debit from Your Account:

- (a) interest at 10% per annum (compounded daily) on the amount from the expiry of 14 days from the date on which You were required to pay the amount to the date of payment; and
- (b) on and as demanded, SOS Rental's Collection Costs including interest on SOS Rental's Collection Costs calculated in accordance with clause 13.7(a) from the date of demand.

SOS Rental will notify You of all amounts payable to SOS Rental under this clause 13.7. You may dispute these amounts by contacting [info@soscouriers.com](mailto:info@soscouriers.com) .au within 5 working days of the

notification being sent under this clause. You authorise SOS Rental to charge and debit from Your Account all undisputed amounts payable to SOS Rental under this clause to Your Account.

## **14 TERMINATION**

14.1 Either party may terminate the Rental Agreement at any time if the other party commits a material breach of the Rental Agreement.

14.2 You may terminate the Rental Agreement if SOS Rental increases the Rental Charge specified in the Rental Document for a reason that is not due to an act or omission of You.

14.3 Subject to clauses 6.2 to 6.6 (inclusive) and 13.3, You may terminate the Rental Agreement at any time by returning the Vehicle to SOS Rental

## **15 PROPERTY IN VEHICLE**

15.1 Unless SOS Rental or a SOS Rental employee acting in the course of their employment is negligent, or fraudulent, SOS Rental is not liable to any person for any loss of, or damage to any property:

(a) left in the Vehicle after its return to SOS Rental; or

(b) stolen from the Vehicle or otherwise lost during the Rental Period.

## **16 PERSONAL PROPERTY SECURITIES LAW**

16.1 The following terms have their respective meanings in the *Personal Property Securities Act 2009* (Cth) (**PPSA**) – financing statement, interested person, register, proceeds, security agreement and security interest.

16.2 You acknowledge that:

(a) by renting the Vehicle from SOS Rental, you may be granting a security interest in the Vehicle (and any proceeds) to SOS Rental, and that this Rental Agreement may constitute a security agreement;

(b) any security interest arising under this Rental Agreement attaches to the Vehicle when You obtain possession of the Vehicle and not at any other time; and

(c) SOS Rental may perfect its security interest by lodging a financing statement on the PPSA register.

16.3 SOS Rental does not need to give You any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and that requirement cannot be excluded.

16.4 You must do anything reasonably required by SOS Rental to enable SOS Rental to register its security interest, with the priority it requires, and to maintain the registration.

## **17 DISPUTE RESOLUTION**

17.1 SOS Rental will use its best endeavours to respond to Your complaint within 15 business days of the date of receipt of the complaint, provided SOS Rental has all necessary information and has been able to complete any investigation required.

17.2 If SOS Rental cannot respond within 15 business days, we will let You know as soon as reasonably practicable (and within 15 days of receiving Your complaint) of the revised response date.

17.3 Your complaint will be reviewed by an SOS Rental employee who:

- (a) has appropriate experience, knowledge and authority, and
- (b) is different from the person or persons whose decision is the subject of the complaint.

17.4 SOS Rental's response to the review of a customer's complaint will be in writing and will include:

- (a) the final decision in relation to the complaint;
- (b) the reasons for that decision; and
- (c) the right to take the dispute to external dispute conciliation.

17.5 If You do not accept the resolution of Your complaint through our internal dispute resolution process, you may refer the matter to the Australian Car Rental Conciliation Service (**ACRCS**) facilitated by lodging a complaint online at <https://www.carrentalconciliationau.com> or by calling toll free 1800 366 840.

17.6 SOS Rental will participate in ACRCS process in good faith, including by being represented by an employee or representative who has sufficient authority to negotiate and agree an outcome with You. SOS Rental will comply with any directions made by the ACRCS for the conduct of the conciliation. SOS Rental will seek to resolve the matter with You during the conciliation and will consider any recommended resolution.

## **18 PRIVACY**

18.1 Any personal information provided by You (whether personal information of You or another individual which You have the necessary consents to provide) may be collected, used and disclosed by SOS Rental for the purposes contemplated by this Rental Agreement.

## **ANNEXURE A**

### **PRIVACY COLLECTION STATEMENT**

We at SOS Rental recognise the importance of protecting your personal information. This collection statement explains how the SOS Rental protects your privacy and summarises how it collects, uses and discloses personal information about you. This collection statement applies to personal information we collect and hold about you in Australia only.

### **WHAT PERSONAL INFORMATION DOES SOS RENTAL COLLECT ABOUT ME AND HOW DOES IT COLLECT IT?**

When you rent a vehicle from SOS Rental, we need to collect certain information from you. The service you use will determine what information we collect from you. That information may include your name, contact details, date of birth, driver's licence number, passport details, payment details, referees, company name and employee number. We may also use electronic tools to monitor the location, usage and servicing of your vehicle, including your speed, time, fuel consumption, distances travelled, and current and previous locations visited. Some of this information collected by these electronic tools may constitute personal information within the meaning of the *Privacy Act 1988* (Cth).

We are required or authorised to collect some personal information under laws such as the following State/Territory vehicle registration laws: Road Transport (Driver Licensing) Act (ACT), Road Transport Act (NSW), Motor Vehicles Act (NT), Transport Operations (Road Use Management) Act (QLD), Motor Vehicles Act (SA), Vehicle and Traffic Act (TAS), Road Safety Act (VIC) and Road Traffic Act (WA). If we are unable to collect your personal information, this may prevent us from providing our services to you or limit our ability to provide you with the level of service that you would normally expect from us.

Where you provide us with personal information about someone else you must have their consent to provide their personal information to us for the purposes set out in this collection statement.

By providing your personal information, you agree that it will be used and disclosed by SOS Rental in accordance with this statement and our Privacy Notice. If you do not agree you must not provide your personal information and we may not be able to communicate with you or provide certain services to you.

### **HOW IS MY PERSONAL INFORMATION USED OR DISCLOSED BY SOS RENTAL?**

We may use and disclose your personal information for the following purposes:

#### **General purposes**

We use your personal information to:

- provide the services that you request;
- do all things necessary to administer those services;
- research, develop, manage, protect and improve our services and vehicles;
- communicate with you regarding your vehicle, safety, arrangements with us and other matters;
- investigate, prevent and deal with fraud, unlawful activity and breaches of our agreement with you;
- conduct customer satisfaction surveys and inform you of improvements to our services; and