



Terms and Conditions

1 Introduction

Welcome to TheCarTest. All contracts have legal terms so that when You hire a Vehicle from TheCarTest the legal contract (**TCT Agreement**) You have with Us includes and is subject to these terms and conditions (**Terms and Conditions**). Before commencing Your test drive We want You to fully understand Your rights and obligations so We ask that You take Your time to read these Terms and Conditions that apply to Your test drive.

2 Who may drive the Vehicle?

- 2.1 Only You or an Authorised Driver may drive the Vehicle. If You let anyone who is unauthorised drive the Vehicle it is a Major Breach of this TCT Agreement which means that:
- (a) neither You nor the unauthorised driver has cover for any Damage, theft of the Vehicle or for any Third Party Loss; and
 - (b) both You and the unauthorised driver are liable to pay for that Damage, theft and for any Third Party Loss.
- 2.2 You and any Authorised Driver **must** also have a valid licence issued in an Australian state or territory or an international licence (with a translation into English if it is not issued in English) and that is not subject to any restriction or condition and learner drivers and provisional and probationary licence holders are not acceptable and **must not** drive the Vehicle.
- 2.3 We set age limits for those hiring and driving Our Vehicle, so that You and any Authorised Driver **must** be at least 21 years of age and not more than 75 years of age and have no less than 12 months continuous driving experience, unless We have agreed to a variation of that restriction before the Start of the Rental and it is shown in this TCT Agreement.
- 2.4 The Vehicle **must not** be driven if Your licence or the licence of any Authorised Driver has been cancelled within 1 year of the date of this TCT Agreement.

3 Prohibited use

- 3.1 The Vehicle **must not** be driven by You or any Authorised Driver:
- (a) if You or any Authorised Driver is intoxicated or under the influence of drugs or alcohol or has a blood alcohol content or any urine or oral fluid sample that exceeds the limit set by law and You and any Authorised Driver **must not** fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;
 - (b) recklessly or dangerously; or
 - (c) whilst the Vehicle is damaged or unsafe.
- 3.2 You and any Authorised Driver **must not** use the Vehicle:
- (a) for any form of contest or reliability trial or for driving instruction or for any motor sport or time trial or while being tested in preparation for any motor sport;
 - (b) for any illegal purpose;
 - (c) to move or carry dangerous, hazardous, corrosive, explosive or inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
 - (d) so that its load exceeds the limits for which the Vehicle was constructed, registered or licensed;
 - (e) in connection with the motor trade for experiments, tests or trials;
 - (f) for the transport of passengers or property for hire, fare or reward or for rideshare purposes; or
 - (g) in an unsafe or un-roadworthy condition.
- 3.3 You and any Authorised Driver **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 (Cth).
- 3.4 You and any Authorised Driver **must not** use the Vehicle:
- (a) to tow another vehicle or trailer; or
 - (b) to transport any animals except assistance animals;
- 3.5 You and any Authorised Driver must not smoke in the Vehicle and You must prevent any passenger from doing so. You **must** pay for additional cleaning and deodorising costs if there is a breach of this clause.

4 Where the Vehicle can and cannot be used

- 4.1 The Vehicle **must** only be driven on a Sealed Road at all times (unless roadworks are being conducted by a statutory road authority).
- 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, streams, rivers, creeks, dams and floodwaters;
 - (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) any area that is off-road.

4.3 The Vehicle must not be driven in excess of a 150 kilometre radius of the TheCarTest Rental Office unless We have given You prior permission to do so and it is noted on this TCT Agreement.

5 Your obligations

5.1 At the Start of the Rental You **must** pay the anticipated Rental Charges. We will also pre-authorise Your credit card for an additional amount as security for any additional charges that may be incurred during Your rental.

5.2 At the End of the Rental You **must**:

- (a) pay Us for any additional or unpaid Rental Charges including but not limited to:
 - (i) extra kilometre charges pursuant to clause 9.5; and
 - (ii) overtime charges pursuant to clause 9.7(a) and 9.7(b);
- (b) pay up to the LDE if there is Damage or Third Party Loss or if the Vehicle has been stolen;
- (c) return the Vehicle with a full tank of fuel;
- (d) pay for cleaning costs We incur in reinstating the Vehicle to the same condition it was in at the Start of the Rental, fair wear and tear excepted;
- (e) pay for:
 - (i) all Overhead Damage;
 - (ii) all Underbody Damage; and
 - (iii) any Damage caused by the immersion of the Vehicle in water.

5.3 You and any Authorised Driver **must** pay all tolls, speeding and traffic fines and infringements as well as any fines or charges imposed for parking the Vehicle or release of the Vehicle if it has been seized by a regulatory authority.

5.4 If You make a Damage Cover claim or We process or pay for any tolls, fines or infringements incurred by You during the Rental Period We will charge You an Administrative Fee for all such processing as well as charging You for the claim, toll, fine or infringement.

5.5 You and any Authorised Driver **must** lock the Vehicle when it is not in use or unattended and You and any Authorised Driver **must** keep the keys or remote control device in Your possession at all times;

5.6 You and any Authorised Driver **must** take reasonable care of the Vehicle by:

- (a) preventing it from being damaged;
- (b) making sure that it is protected from the weather;
- (c) maintaining the engine and brake oils, coolant level and tyre pressures;
- (d) using the correct fuel type (and never ethanol); and
- (e) making sure that it is not overloaded.

5.7 If during the Rental Period:

- (a) the Vehicle develops a fault;
- (b) a warning light appears;
- (c) there are low brake, coolant or engine oil levels; or
- (d) low tyre pressure,

You **must** inform Us immediately and not drive the Vehicle unless We have authorised You to do so and You **must not** let anyone else repair or work on the Vehicle without Our prior written authority to do so.

6 Our obligations

6.1 We will provide You with a Vehicle that is mechanically sound and in good working order that has been supplied to Us by the Vehicle manufacturer as a new Vehicle or a demonstrator or loan service Vehicle that is less than 18 months old from the date of first registration.

6.2 If the Vehicle breaks down during the Rental Period because of Our negligence We will recover and repair the Vehicle as soon as possible. If the Vehicle cannot be repaired We will use Our best endeavours to provide a replacement Vehicle where one is available.

6.3 We are not responsible for any consequential loss You may suffer if the Vehicle breaks down unless this is because of Our negligence.

7 TheCarTest Visa Cash Card

7.1 If You purchase a new vehicle from the same manufacturer as the Vehicle the subject of this TCT Agreement You may be eligible to receive a TCT Visa Cash Card to the value of Your Rental Charges (excluding refuelling charges, extra kilometre charges, overtime fees, Damage Cover, credit card fees and administration costs and any tax including GST).

7.2 Your eligibility to receive a TCT Visa Cash Card under this clause 7 is conditional upon:

- (a) the purchased vehicle being of an identical make and a similar model (including all variants within that model range) to the Vehicle rented from TheCarTest pursuant to this Agreement; and
- (b) You supplying to TheCarTest:



- (i) a tax invoice for the purchased vehicle addressed to You from the vehicle dealership that is dated no more than 180 days from the date of this TCT Agreement;
- (ii) a copy of the new vehicle registration certificate showing You as the registered Owner of the purchased Vehicle; and
- (iii) a signed copy of this TCT Agreement.

7.3 If We accept that You are entitled to a TCT Visa Cash Card pursuant to clause 7.1 it will be posted to You within 30 days after We receive Your proof of purchase documents listed in clause 7.2(b).

7.4 The TCT Visa Cash Card is issued by Edge Loyalty Systems Pty Ltd ABN 96 138 299 288 and allows You to purchase goods and services to the value of Your Rental Charges (excluding refuelling charges, extra kilometre charges, overtime fees, Damage Cover, credit card fees and administration costs and any tax including GST) wherever eftpos prepaid cards are accepted for electronic transactions. It cannot be exchanged for cash. The TCT Visa Cash Card must be activated within 3 months of receipt and expires 12 months after issue. The full terms and conditions will be supplied to You with Your TCT Visa Cash Card and are available on request at support@thecartest.com.au

8 Damage Cover

8.1 Damage Cover is included in the Rental Charges.

8.2 Subject to these Terms and Conditions if You or any Authorised Driver has an Accident We will indemnify You for any Damage or Third Party Loss or for the theft if the Vehicle is stolen but You **must** pay up to the LDE unless We agree that You were not at fault and the other party's insurance company accepts liability.

8.3 There is no Damage Cover for You or any driver if the Vehicle is driven by any person:

- (a) who is less than 21 or more than 75 years of age;
- (b) who has less than 12 months continuous driving experience; or
- (c) who is not authorised,

and allowing anyone to drive the Vehicle who:

- (i) is less than 21 or more than 75 years of age;
 - (ii) does not have 12 months continuous driving experience; or
 - (iii) is not an Authorised Driver,
- is a Major Breach of this TCT Agreement.

8.4 Unless We agree otherwise, an amount up to the LDE is payable at the End of the Rental for each Accident or theft unless We agree that You were not at fault and the other party's insurance company accepts liability.

8.5 There is no Damage Cover:

- (a) for Overhead Damage; Underbody Damage or Damage caused by immersion of the Vehicle in water; or
- (b) if there is a Major Breach of this TCT Agreement.

8.6 There is also no Damage Cover for personal items that are left in or stolen from the Vehicle.

9 Rental Period, costs & charges

9.1 This TCT Agreement shows:

- (a) the Rental Period for which You have rented the Vehicle; and
- (b) the Rental Charges.

9.2 At the Start of the Rental You **must** inspect the Vehicle to make sure that any pre-existing damage is noted and shown in this TCT Agreement.

9.3 At the End of the Rental You **must** return the Vehicle on the date and by the time shown in this TCT Agreement.

9.4 If You require the Vehicle for longer than the Rental Period, You **must** notify Us at least 24 hours prior to the expiration of the Rental Period. If You fail to do so, We may terminate this TCT Agreement and recover the Vehicle by lawful means, including reporting the Vehicle as stolen to the police.

9.5 You may cancel Your booking at any time up to but not later than 48 hours prior to the agreed commencement time for Your rental without incurring any charges. Cancellations within that 48 hour period will incur a cancellation fee as follows:

- (a) if cancelled less than 48 hours but more than 24 hours prior to the agreed commencement time for Your rental – 50% of the anticipated Rental Charges; or
- (b) if cancelled 24 hours or less prior to the agreed commencement time for Your rental – the anticipated Rental Charges in full.

9.6 A daily limit of 150 kilometres applies unless You have Our prior written approval to have this fee waived and it is noted on this TCT Agreement. For each day You exceed that limit You will incur an additional fee of twenty cents (20c) per kilometre.

9.7 If You return the Vehicle:

- (a) more than one hour after the time set for its return in this TCT Agreement We will charge You the **greater** of:
 - (i) \$10 per hour up to one full day's rental and a further full day's rental for each 24 hour period thereafter until the Vehicle is returned to Us; or
 - (ii) the Rental Charges We would have earned from a subsequent rental that has been cancelled as a direct result of Your failure to return the Vehicle by the date and time shown in this Agreement when no other Vehicle of that description is available;



- (b) at any time other than during Our normal business hours You must pay for the daily Rental Charges and all Damage until the TheCarTest Rental Office next opens for business; or
 - (c) without a full tank of fuel an Administrative Fee for the refuelling charge will apply in addition to the cost of the fuel.
- 9.8 At the End of the Rental You **must** also pay for all amounts that remain owing pursuant to clause 5.2 and any moneys owed to Us thereafter accrue interest at the rate of 10% per annum commencing 14 days after the End of the Rental.
- 9.9 Any amount payable under this TCT Agreement is subject to subsequent verification and adjustment and details of any adjustments will be provided to You as soon as practicable. If any amount is due to Us under this TCT Agreement You authorise Us to charge Your credit card with that amount, including an amount up to the LDE and any amounts payable under clauses 5.1 to 5.4 (inclusive) or 8.2. These charges may be made at any time during the Rental Period or within a reasonable time after the End of the Rental.

10 Roadside assistance and Accidents

- 10.1 Twenty four hour roadside assistance is included in the Rental Charges but You must contact Us on the phone number shown in the TCT Agreement. Provided there has not been a Major Breach of this TCT Agreement We will arrange for Our roadside assistance provider to supply all practical assistance as soon as practicable.
- 10.2 We are not responsible for, and there is no roadside assistance for:
- (a) damage caused by use of the incorrect fuel type;
 - (b) lost keys or keyless start or remote control device;
 - (c) keys or keyless start or remote control device locked in the Vehicle; or
 - (d) a flat battery in the Vehicle because You have left the lights or audio equipment on,
- and extra charges apply if any of these services are provided at Your request. These fees and charges range from \$45 plus GST to \$600 plus GST.
- 10.3 If You or an Authorised Driver has an Accident or if the Vehicle is stolen You **must** report the Accident or theft to Us within 24 hours of it occurring and fully complete an Accident/Theft report form within 7 days.
- 10.4 If the Vehicle is stolen or if You or an Authorised Driver 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 immediately.
- 10.5 If You or an Authorised Driver has an Accident You and the Authorised Driver **must**:
- (a) exchange names and addresses with the other driver;
 - (b) obtain the names and addresses of all witnesses;
 - (c) not make any admission of fault or promise to pay the other party's claim or release the other party from any liability;
 - (d) forward all third party correspondence or court documents You receive to Us within 7 days of receipt; and
 - (e) co-operate with Us in the prosecution of any legal proceedings that We may institute or the defence of any legal proceedings which may be instituted against You or Us as a result of an Accident, including attending Our lawyer's office and any Court hearing.

11 Consequences of a Major Breach of this TCT Agreement

- 11.1 If You or any Authorised Driver:
- (a) commit a Major Breach of this TCT Agreement 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, including the Crimes Act 1958 (Vic) or equivalent legislation in other states has occurred:
- You and any Authorised Driver:
- (i) have no Damage Cover; and
 - (ii) are liable for all Damage, loss of the Vehicle as a result of its theft and Third Party Loss.
- 11.2 We may terminate this TCT Agreement and take immediate possession of the Vehicle if a breach of any part of clause 11.1 has occurred.

12 Privacy Policy

- 12.1 Your privacy is important to Us and TheCarTest takes all reasonable steps to ensure that Your personal information is securely held and protected from misuse or unauthorised access.
- 12.2 TheCarTest Privacy Policy (available at www.thecartest.com.au) forms part of these Terms and Conditions. It sets out how We collect, use, store and disclose Your personal information. In particular You should note that We will supply Your Personal Information to:
- (a) the manufacturer of the Vehicle for promotional purposes associated with Your rental and possible purchase of a Vehicle and Your eligibility to receive a TCT Visa Cash Card under clause 7; and
 - (b) the TCT Visa Cash Card provider in order to supply You with a TCT Visa Cash Card.
- 12.3 If TheCarTest does not collect Personal Information from You, We will not be able to rent You a Vehicle or provide a TCT Visa Cash Card and if any of the Personal Information You provide is incomplete or inaccurate, the quality of Our services may be compromised.



- 12.4 By entering into the TCT Agreement and by providing Us with personal information, You represent to Us and We proceed on the basis that You have read and agree to the terms of Our Privacy Policy.
- 12.5 TheCarTest may use GPS tracking or other electronic tools (**GPS Device**) to enable the geographical location of the Vehicle to be tracked or located. By renting a Vehicle from TheCarTest You expressly consent to Us using a GPS Device on the Vehicle during the Rental Period and collecting, using and retaining information from the GPS Device. Further information is available in TheCarTest Privacy Policy.

13 Other general provisions

- 13.1 This TCT Agreement is governed by the laws of the State of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of Victoria to determine any dispute arising out of this TCT Agreement.
- 13.2 The Australian Consumer Law provides You with rights that are not affected by this TCT Agreement and any provision in this contract is subject to the implied terms and conditions of that and any corresponding Federal or State legislation.
- 13.3 We welcome every opportunity to resolve any concerns You may have with Our service. In the first instance contact Us to discuss Your concern. If You are not satisfied with the response received and Your concern is still not resolved to Your satisfaction please write to:
TheCarTest IDR Officer
29 Catalina Drive,
Tullamarine VIC 3043.
- 13.4 Your concern will be investigated by an officer with full authority to deal with the complaint and We will inform You of the outcome within fifteen working days of receiving Your letter.

14 Definitions

When You read these Terms and Conditions You will see that there are a number of terms that occur regularly throughout this document. These words or phrases have a specific meaning each time they appear.

Accident means an unintended and unforeseen incident, including:

- (a) a collision between the Vehicle and another vehicle, an animal or object;
- (b) a rollover; and
- (c) a weather event,

that causes Damage or Third Party Loss.

Administrative Fee means a fee of \$55 including GST for the administrative costs associated with Your rental.

Authorised Driver means any driver approved by Us in writing on this TCT Agreement prior to the Start of the Rental.

Damage means any damage to the Vehicle including its parts, components and accessories, towing and assessing fees and Loss of Use.

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

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

Loss and Damage Excess (LDE) means the amount including GST You **must** pay Us in the event of an Accident that causes Damage or Third Party Loss or there has been a theft of the Vehicle. The amount payable, including the additional amount payable if You are less than 25 years of age, is set out in this TCT Agreement.

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

Major Breach means a breach of any of clauses 2.1, 2.2, 2.3, 2.4, 3.1, 3.2, 3.3, 4.1, 4.2, 4.3, 5.5, 5.6, 5.7(a), 5.7(b), 5.7(c), or 8.3 that causes Damage, theft of the Vehicle or Third Party Loss.

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

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

Overhead Damage means any damage to the Vehicle or Third Party Loss caused by an impact to the Vehicle that is level with or above the top of the windscreen of the Vehicle.

Sealed Road means a road sealed with a hard material such as tar, bitumen or concrete.

Start of the Rental means the date and time that the test drive commences as shown in this TCT Agreement.

TheCarTest Rental Office means 29 Catalina Drive, Tullamarine, Victoria 3043.

Third Party Loss means loss or damage to third party property, including other motor Vehicles and any claim for third party loss of income.

Underbody Damage means any damage to the Vehicle caused by an impact to the underside of the Vehicle by an impact with the road or any obstruction that does not arise as result of an impact with another vehicle.

Vehicle means the Vehicle described in this TCT Agreement and includes its parts, components and accessories.

We, Us, Our, means Trade My Auto Pty Ltd trading as TheCarTest ABN 49 607 535 642.

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