

Rental Terms And Conditions

1 Governing Terms and Conditions

- 1.1 The rental agent service is provided by MAVEN BUSINESS GROUP PTY LTD. These Rental Terms and Conditions (Terms and Conditions), the Rental Agreement (Rental Agreement), the MAVEN BUSINESS GROUP Privacy Policy, the Website Terms & Conditions and all Handover Inspection Reports constitute the contract with the Renter which creates binding and enforceable legal obligations between MAVEN BUSINESS GROUP PTY LTD (ABN 39 650 808 227) and the Renter.
- 1.2 The Australian Consumer Law confers rights that are not affected by these Terms and Conditions and no clause in these Terms and Conditions excludes, restricts or modifies any implied terms, guarantees or rights under that law or any other similar Federal, State or Territory legislation.

2 Renter Obligations

- 2.1 The Renter **must**:
- (a) Hold a current full Australian Driver Licence for min 2 years. Provisional, Probationary and Learners licences or permits are not accepted.
 - (b) Be twenty-five (25) years of age or older and less than seventy-five (75) years of age during the Rental Period.
 - (c) Be a driver approved by a rideshare operator (For Rideshare Vehicle Rental purpose only).
 - (d) Be licensed to drive the vehicle in the State or Territory in which they will be using it.
- 2.2 The Renter **must not**:
- (a) have been in no more than one (1) At-Fault Accident in the last twelve (12) months;
 - (b) have had their licence cancelled or suspended in the last twelve (12) months;
 - (c) have been the subject of bankruptcy proceedings in the last 7 years.

3 Additional Drivers and Conditions of Use

- 3.1 The Vehicle is rented by the Owner to the Renter subject to the Renter's acceptance and compliance with these Terms and Conditions.
- 3.2 The Vehicle only be driven by the Renter named on the front page of the Rental Agreement.
- 3.3 An Additional Driver may only drive the Vehicle if that person is approved in writing by MAVEN BUSINESS GROUP and that person is registered in the MAVEN BUSINESS GROUP database as an Additional Driver. An Additional Driver is bound by these Terms and Conditions as if they were the Renter.
- 3.4 An Additional Driver may only drive the Vehicle for personal use and for the removal of doubt, use of the Vehicle by an Additional Driver for ride share purposes is strictly prohibited.
- 3.5 The Vehicle must not be driven by anyone who has provided a false name, age, address or driver licence;

3.6 The Renter and any Additional Driver **must not**:

- (a) use the Vehicle for any illegal purpose;
- (b) use the Vehicle off-road, or for racing, pace making, testing the Vehicle's reliability and speed, or teaching someone to drive;
- (c) use the Vehicle when under the influence of alcohol or drugs or refuse a preliminary breath test or drug impairment assessment;
- (d) carry a number of passengers which exceeds the designed seating capacity of the Vehicle;
- (e) carry anything that would cause the Vehicle to be overloaded;
- (f) carry any hazardous, biohazardous, toxic or flammable materials in the Vehicle;
- (g) use the Vehicle in a manner such that a substantial breach of road safety legislation or the criminal legislation has occurred;
- (h) sell, rent or dispose of the Vehicle or any of its parts, or purport to give anyone any legal rights over the Vehicle or register or attempt to register any interest in the Vehicle under the Personal Property Securities Act 2009; or
- (i) use the Vehicle in a dangerous or reckless manner.
- (j) modify the Vehicle in any way, irrespective of whether the modifications are reversible or permanent; and

3.7 The Renter and any Additional Driver must not:

- (a) smoke or allow others to smoke in the Vehicle and an additional cleaning fee of \$300 applies if this condition is breached;
- (b) allow any animals into the Vehicle without written permission from MAVEN BUSINESS GROUP; except assistance animals as permitted by local law. Accredited or trained assistance animals may be carried in the Vehicle at any time. Pets and other domestic animals may be carried but must be restrained in a secure pet container;
- (c) use or permit the Vehicle to be used to jump start any other vehicle; or
- (d) use or permit others to use the Vehicle to tow any other vehicle, trailer, boat or other object without written permission from by MAVEN BUSINESS GROUP.

3.8 The Renter and any Additional Driver **must**:

- (a) ensure that the Vehicle is locked when not in use;
- (b) use the correct fuel type when refueling the Vehicle;
- (c) make the Vehicle available for periodic servicing as and when the service intervals fall due as per Clause 8.11;
- (d) inform MAVEN BUSINESS GROUP immediately if:
 - (i) a warning light or fault message appears;
 - (ii) they become aware of low engine oil or brake fluid, engine coolant levels; or
 - (iii) the Vehicle develops any fault during the Rental Period,
- (e) the Vehicle must not be used unless MAVEN BUSINESS GROUP has given authority to do so. If MAVEN BUSINESS GROUP is not notified and the Vehicle continues to be used, the Renter

and any Additional Driver will be responsible for any resulting Damage or third party loss.

3.9 The Renter must:

- (a) immediately report any loss or damage to the Vehicle (or loss involving the Vehicle) to MAVEN BUSINESS GROUP; and
- (b) immediately deliver to MAVEN BUSINESS GROUP every summons, complaint, document or paper in relation to the Vehicle.

3.10 If the Renter wishes to extend the Rental Period a request must be made to MAVEN BUSINESS GROUP no less than 72 hours prior to the completion of the Rental Period. The Rental Period will not be extended unless MAVEN BUSINESS GROUP provides written confirmation to the Renter in accordance with clause 15.

4 Vehicle handover procedure - Renter

4.1 The Renter must be available to receive the Vehicle at the time and at the Designated Handover Location. If the Renter does not arrive at the Designated Handover Location within 30 minutes of the agreed time an administration fee of \$200 will be applicable. The Rental Period will not be altered if collection takes place after the agreed start date.

4.2 The Renter must make suitable arrangements for the payment of tolls that may be incurred during the Rental Period.

4.3 At the handover of the Vehicle, the Renter must:

- (a) in the presence of a MAVEN BUSINESS GROUP representative:
 - (i) inspect the digital photographs of the Vehicle taken by the MAVEN BUSINESS GROUP representative to confirm that they accurately show the internal and external condition of the Vehicle and/or take their own photographs; and
 - (ii) produce the Renter's Driver Licence and credit card used for the rental for inspection by the MAVEN BUSINESS GROUP representative.
- (b) complete the Handover Inspection Report with the MAVEN BUSINESS GROUP representative; and
- (c) ensure that all information and imagery is a fair and accurate representation.

4.4 If at the time of handover by the MAVEN BUSINESS GROUP representative the Renter fails to sign the Handover Inspection Report the Renter forfeits the right to dispute any claim for Damage allegedly caused during the Rental Period.

5 Financial Obligations - Renter

5.1 The Renter must pay MAVEN BUSINESS GROUP the Rental Fee shown on the Rental Agreement.

5.2 At the commencement of the rental, the Renter **must** pay a Security Deposit to cover any additional charges, which includes, but is not limited to, fuel, additional kilometers or damage which may be payable by the Renter under these Terms and Conditions.

5.3 The Security Deposit, less any additional charges, will be refunded to the Renter 7 days after the Vehicle has been returned to the Owner in accordance with the Rental Agreement and these Terms and Conditions and subject to there being no Major Breach.

5.4 If a claim has been made against the Security Deposit MAVEN BUSINESS GROUP may hold the Security Deposit until actual costs for rectification of damage have been determined.

5.5 If the Renter exceeds the excess kilometers specified in the Rental Agreement, the Renter must pay

MAVEN BUSINESS GROUP the excess rate per kilometer or such other amount as is shown in the Rental Agreement;

- 5.6 If the Renter pays the items in this clause 5 by American Express, a surcharge will apply. A 1.5% surcharge applies for Visa & MasterCard. Surcharges are non-refundable.
- 5.7 If the Renter is required to pay MAVEN BUSINESS GROUP any amount under these Terms and Conditions:
- (a) that amount must be paid to MAVEN BUSINESS GROUP on or before the due date; and
 - (b) interest on any overdue amounts accrues daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at MAVEN BUSINESS GROUP's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment: and.
- 5.8 If the Renter requests MAVEN BUSINESS GROUP to perform any action or function under these Terms and Conditions or if the Renter has failed to comply with these Terms and Conditions thereby requiring rectification by MAVEN BUSINESS GROUP, the Renter **must** pay:
- (a) MAVEN BUSINESS GROUP a processing fee of \$20 or such other fee as specified in writing for each action or function; and
 - (b) the full third party costs and expenses.
- 5.9 In performing any action or function on behalf of the Renter under clause 5.8, MAVEN BUSINESS GROUP does so as agent of the Renter and has no liability to the Renter or third parties for any of the actions or functions it performs on the Renter's behalf.

6 Cancellation

- 6.1 Rental Agreements may only be cancelled in accordance with this clause 6.
- 6.2 MAVEN BUSINESS GROUP may cancel a Rental Agreement without penalty to it or the Renter if the Vehicle is unavailable as a result of unforeseen circumstance.
- 6.3 For the purposes of this clause, 'Commencement of Rental' occurs 24 hours prior to the pick-up time and date specified on the Rental Agreement.
- 6.4 The Renter may cancel a Rental Agreement after they have signed the Rental Agreement subject to a cancellation fee pursuant to the following conditions:
- (a) If a Rental Agreement is cancelled before Commencement of Rental, the Renter must pay 50% of the Rental Fee or \$200, whichever is the lesser.
 - (b) If a Rental Agreement is cancelled after Commencement of Rental the Renter must pay the remaining Rental Fee up to \$200 or 50% of the remaining Rental Fee, whichever is the greater, which the Renter agrees is a genuine pre-estimate of the loss which MAVEN BUSINESS GROUP suffers as a consequence of the cancellation, and which amount the Renter agrees to pay to MAVEN BUSINESS GROUP immediately on cancellation;
- 6.5 If the Renter cancel a Rental Agreement after the initial mandatory Three (3) months rental period, the Renter must give 7 days written notice to MAVEN BUSINESS GROUP in accordance with clause 15. No cancellation fee is incurred if the Renter gives notice in accordance with this clause.

7 Traffic Offences, Fines and Fees

- 7.1 The Renter must pay all fines, penalties, traffic infringements, tolls and costs incurred during the Rental Period or any period outside the Rental Period in relation to which the Renter remains in possession of, or is responsible for, the Vehicle.
- 7.2 A processing fee:
- (a) of \$10.00 per toll is payable to MAVEN BUSINESS GROUP for each unpaid toll incurred, in addition to the toll amount and all other charges levied by the toll provider; and

- (b) of \$55.00 is payable to MAVEN BUSINESS GROUP for each fine, penalty or traffic infringement notice, in addition to any charges levied by the issuer of the fine, penalty or traffic infringement.
- 7.3 The Renter must notify MAVEN BUSINESS GROUP in writing in accordance with clause 15 as soon as the Renter becomes aware that a fine, penalty, traffic infringement or toll has been incurred.
- 7.4 Upon receipt of a fine, penalty, traffic infringement or toll notice the vehicle Owner will complete the required documentation to absolve themselves from liability and nominate the Renter as the responsible party and return the documentation and any statutory declaration to the responsible authority that issued the notice within 7 days of receipt of the notice.
- 7.5 In the event that the Renter challenges any fine, penalty, infringement or toll notice, the Renter does so at his or her own expense.

8 Vehicle Condition and Return

- 8.1 The Renter must return the Vehicle to the MAVEN BUSINESS GROUP representative at the Designated Handover Location and sign the Handover Inspection Report at the time and date agreed in advance with the Renter.
- 8.2 The Renter remains responsible for the Vehicle until it is returned to the MAVEN BUSINESS GROUP Representative in accordance with clause 8.1 and these Terms and Conditions continue to apply, regardless of whether it is returned during, at the end of, or after the expiry of, the relevant Rental Period.
- 8.3 Subject to clause 6, if the Renter returns the Vehicle before the end of the Rental Period the Renter must pay MAVEN BUSINESS GROUP the amounts in clause 5.1 for the duration of the Rental Period unless otherwise agreed in writing by MAVEN BUSINESS GROUP.
- 8.4 At the time of hand over at the Designated Handover Location the Renter **must**:
 - (a) return the Vehicle to the MAVEN BUSINESS GROUP representative with its keys or keyless start device and all items contained within the vehicle at start of Rental Period including but not limited to all parts and accessories, manuals, service log book, audio equipment, GPS unit, telematics device, spare wheel, jack, floor mats, wheel nuts, parcel shelf and tools. In the same condition as it was at the beginning of the Rental Period, save for any reasonable wear and tear;
 - (b) ensure that the Vehicle:
 - (i) interior and exterior has been cleaned prior to handover; and
 - (ii) is returned with the same level of fuel as recorded in Handover Inspection report at collection; and
 - (c) sign the Handover Inspection report.
- 8.5 If at the time of handover to the MAVEN BUSINESS GROUP representative the Vehicle is in an unclean condition that does not allow for an accurate inspection of the Vehicle, MAVEN BUSINESS GROUP reserves the right to have the Vehicle cleaned at the Renter's expense plus a \$20 administration fee and make an assessment of the Vehicle condition within 24 hours or next business day without the Renter being in attendance.
- 8.6 If at the time of handover to the MAVEN BUSINESS GROUP representative the Renter fails to sign the Handover Inspection Report the Renter forfeits the right to dispute any claim for Damage allegedly caused during the Rental Period.
- 8.7 If the Vehicle is not returned at the time and date specified by MAVEN BUSINESS GROUP the Vehicle may immediately be reported as stolen and may be repossessed or de-registered.
- 8.8 If MAVEN BUSINESS GROUP is required to replace any shortfall in fuel, the Renter agrees to pay for fuel at \$3.99 per litre Excl GST plus a \$20 administration fee.
- 8.9 If the Vehicle is returned to the MAVEN BUSINESS GROUP representative without accessories supplied to the Renter as referenced in 8.4(a), at the commencement of the Rental, the Renter shall be charged replacement cost, for each item unreturned.

- 8.10 All Vehicles must be returned at the time and date agreed by MAVEN BUSINESS GROUP. If the Vehicle is returned more than 30 minutes after the return time set in this Rental Agreement You will be charged one full day's extra rental and a full day's rental for each subsequent 24 hour period until the Vehicle is returned to Us.
- 8.11 MAVEN BUSINESS GROUP may request the Vehicle be serviced during the period of the Rental and the Renter must deliver the Vehicle to the nominated service location. Failure to comply with the service request is a Major Breach of these Terms and Conditions, entitling MAVEN BUSINESS GROUP to terminate the Rental Agreement immediately and, in addition, will result in the Renter being liable for mechanical damage caused to the Vehicle due to a missed scheduled service or \$200 for each missed service, whichever is greater.

9 Electric and plug-in hybrid Vehicles

9.1 Charging levels

- (a) Electric Vehicles are supplied with a minimum 80% charge level and plug-in hybrid Vehicles are supplied with a full tank of fuel and a minimum 80% charge level.
- (b) When returning an electric Vehicle You must ensure that the Vehicle battery charge level is no less than 80% and if You return the Vehicle with a battery charge level of less than 80% You must pay the charging cost to bring it to that level, plus a service fee.
- (c) If the Vehicle is a plug-in hybrid, when returning the Vehicle You must ensure the Vehicle battery charge level is no less than 80% and the fuel tank is full. If You return the Vehicle with a battery charge level of less than 80% You must pay the charging cost to bring it to that level, plus a service fee and if the Vehicle is returned without a full tank of fuel a refueling charge will apply.
- (d) The battery charging limit on an electric Vehicle should be set in accordance with the Vehicle manufacturer's instructions to avoid degradation and damage to the battery.
- (e) The performance of the battery depends on the conditions under which it is operated, including the use of in-car features such as air conditioning. You must continually monitor the available range of an electric Vehicle and We are not liable or responsible for any shortfall of the battery capacity or range.
- (f) You must ensure there is sufficient charge level to complete Your journey because there is no cover for the recovery of an electric Vehicle with a flat battery and You are liable for all towing and recovery fees which will be charged to Your Account.

9.2 Charging an electric Vehicle

- (a) An electric Vehicle must only be charged using the cables We supply and in strict compliance with the Vehicle manufacturer's instructions. If You use any other cable, You will be responsible for any Damage that may arise.
- (b) If You are provided with an additional charging socket that runs to a domestic socket, You must ensure the electrical installation You are using complies with any relevant standards in force and any requirements of the Vehicle manufacturer, otherwise You will be liable for any Damage caused.
- (c) You must never attempt to jump start an electric Vehicle with a flat battery and You must never use an electric Vehicle to jump start another vehicle.

9.3 Electric Vehicle fees

- (a) Daily rental rates do not include the cost of electricity required to charge an electric Vehicle and You acknowledge that You are responsible for payment of all charging costs which will be billed to Your account.
- (b) You must return the charging cables at the End of Rental and if they are not returned or are damaged You will be charged the replacement costs as there is no Damage Cover for lost or damaged charging cables.

- (c) If the electric Vehicle is supplied with a key card, You must ensure that it is kept safely in Your possession at all times and it must be returned at the End of Rental. If the key card is lost or damaged, You will be charged the replacement cost as there is no Damage Cover for lost or damaged key cards.

10 Damage Cover

- 10.1 The Renter must return the Vehicle to the Owner in the same condition as at the start of the Rental Period, save for reasonable wear and tear and the Renter is responsible for all Damage and any third party loss that occurs during the Rental Period or that which results from the Renter's use of the Vehicle.
- 10.2 If Damage, theft of the Vehicle or third party loss occurs during the Rental Period or results from the Renter's use of the Vehicle, the Renter must pay the Damage Liability Charge, which will be charged by MAVEN BUSINESS GROUP in the event of Damage, accident or theft.
- 10.3 Subject to this clause 10 and clause 11.1, the Renter's liability is limited to the Damage Liability Charge.
- 10.4 Notwithstanding clause 10.3, the Renter must also pay the Rental Fee at the rate shown in the Rental Agreement from the date of the accident or theft until the payment of the Damage Liability Charge.
- 10.5 If the Vehicle is damaged or stolen and provided that the Renter has not committed a Major Breach of these Terms and Conditions, MAVEN BUSINESS GROUP may at its option:
 - (a) cancel the Rental Agreement and, subject to the availability of a similar vehicle at a similar Rental Fee, grant the Renter the option of entering into a new Rental Agreement for a term no less than the term of the original Rental Agreement; or
 - (b) cancel the Rental Agreement if no similar vehicle is available at a similar rental fee.
- 10.6 If the Rental Agreement is cancelled under clause 10.5 and notwithstanding clause 6, the Agreement is deemed to have been terminated by mutual consent and no action for damages or penalties will accrue to either MAVEN BUSINESS GROUP or the Owner as the result of that cancellation.
- 10.7 If there is Damage to the Vehicle from hail, flood, fire, storm, cyclone or other natural disasters, the Renter must pay the Damage Liability Charge.
- 10.8 The Renter agrees that damage cover is subject to:
 - (a) a valid Rental Agreement;
 - (b) payment (per incident) of the applicable Damage Liability Charge;
 - (c) compliance with these Terms and Conditions;
 - (d) the Renter not being covered under any other policy of insurance such as their own insurance cover; and
 - (e) the Renter providing all reasonable information and assistance as may be requested and, if necessary, authorizing MAVEN BUSINESS GROUP to bring, defend or settle legal proceedings, and the Renter agrees that MAVEN BUSINESS GROUP shall at all times have sole conduct of any legal proceedings.
- 10.9 The Damage Liability Charge is refundable in either part or full to the Renter if it transpires that the Renter was not at fault and if there is no third party loss and the cost of the repairs is less than the Damage Liability Charge the Renter will be reimbursed the difference. Refund is subject to all costs being recovered from third parties.
- 10.10 The Renter must report all claims to MAVEN BUSINESS GROUP within 24 hours of any Damage or third party loss.

- 10.11 The Renter **must** also report all accidents to the police if:
- (a) any person is injured;
 - (b) the other driver leaves the scene of the accident without exchanging names and addresses; or
 - (c) the other driver appears to be affected drugs or alcohol.
- 10.12 In the event of an accident, the Renter acknowledges that MAVEN BUSINESS GROUP may insist that the Vehicle be moved to the nearest repairer to secure it.

11 Exclusions to Cover and liability

- 11.1 The Renter has no cover for any Loss and Damage or any third party loss resulting from:
- (a) a Major Breach of any of these Terms and Conditions; or
 - (b) use of the Vehicle by any person who is not authorized to drive the Vehicle.
- 11.2 The Renter is fully responsible and liable for Loss and Damage and third party loss where the Vehicle is operated or used:
- (a) whilst the Renter is under the influence of alcohol or drugs to both to the extent that the Renter is incapable of having proper control of the Vehicle or whilst the Renter's blood alcohol content or the level of drugs present in the Renter's blood exceeds the limit specified by the law of the state or territory in which the Vehicle is driven;
 - (b) on any road or other surface which is not sealed other than a road under repair, or a road notified to the Renter by MAVEN BUSINESS GROUP;
 - (c) in any area or under any circumstances (including crossing a waterway or transporting a Vehicle across a waterway) where the Vehicle may or does become partially or totally immersed in water;
 - (d) in a manner that causes:
 - (i) underbody damage, being any damage to the Vehicle that is caused by or directly results from contact between the underside of the Vehicle and any part of the road way or any object or obstruction including kerbs, gutters, speed or road humps, barriers or wheel stops; or
 - (ii) overhead damage, being damage to the Vehicle caused by or resulting from an impact between the Vehicle at a point that is level with or above the top of the windscreen;
 - (e) under any circumstances where the Vehicle is replenished with fuel or fluids other than which is recommended by the Vehicle manufacturer;
 - (f) under any circumstances where the Vehicle and its keys are unsecured;
 - (g) in any area or region specified to the Renter by MAVEN BUSINESS GROUP as an area or region in which the Vehicle must not be used;
 - (h) in any alpine resort during the gazette snow season or in any other area under conditions where a reasonable person would use snow chains
 - (i) on dedicated off road track or designated racing track
 - (j) on any beach or in any other area exposed to saltwater; or
 - (k) out of the state in which the Renter collected it without the consent of MAVEN BUSINESS GROUP.

- 11.3 The Renter has no cover for:
- (a) damage to property belonging to, or in the custody of, the Renter, or any relative or friend of the Renter who ordinarily resides with the Renter; and
 - (b) the Renter's liability under any contract or if they have agreed to or accepted liability without MAVEN BUSINESS GROUP's prior agreement unless the Renter would have been liable irrespective of the terms of that contract.
- 11.4 MAVEN BUSINESS GROUP is not liable to the Renter or any third party for any Loss Of Use or enjoyment of the Vehicle or any indirect, special or consequential damages arising in any way out of any matter covered by the Renter Contract.
- 11.5 The Renter has no cover and is liable for Loss and Damage and any third party loss caused or incurred as a result of the Renter fitting anything to the Vehicle incorrectly or not in accordance with the Vehicle manufacturer's recommendations.
- 11.6 There is no damage cover for the theft of personal belongings from the Vehicle.
- 11.7 The Renter uses the Vehicle at the Renter's own risk. MAVEN BUSINESS GROUP accept no responsibility or liability to the Renter, any passenger or third party for any loss, (including consequential loss) damage, costs, expenses, damages or any other liabilities resulting from:
- (a) any accident, breakdown or any other failure of a Vehicle; or
 - (b) any fault in or malfunction of the booking system.
- 11.8 No personal accident cover is provided by the Renter Contract. The Renter's liability for causing personal injuries resulting from use of the Vehicle is covered by the statutory schemes for transport accident compensation in each State and Territory of Australia (subject to the conditions and limitations of those schemes).

12 Roadside Assistance

- 12.1 Subject to clause 12.2, standard Roadside Assistance Access is included in the Rental Fee.
- 12.2 The Renter is liable for the payment of all road side assistance costs, including the call-out fee, towing fees and replacement parts, including if he/she:
- (a) loses and/or misplaces car keys or locks the car keys inside the Vehicle; or
 - (b) leaves any lights or accessories switched on while the car engine is not running, resulting in a flat battery or other damage.
 - (c) the tyres suffer a puncture or are shredded.
 - (d) Renter action or negligence contributes to the circumstances leading to use of Roadside assistance callout

13 Termination of the Rental Agreement and Repossession

- 13.1 MAVEN BUSINESS GROUP may terminate the Rental Agreement at any time if the Renter commits a Major Breach of these Terms and Conditions and MAVEN BUSINESS GROUP must notify the Renter in accordance with clause 15, immediately of the termination of the Rental Agreement.
- 13.2 If the Rental Agreement is terminated pursuant to clause 13.1:
- (a) MAVEN BUSINESS GROUP may repossess the Vehicle from the Renter; and
 - (b) the Renter **must** pay the cancellation fees pursuant to clause 6.

- 13.3 Notwithstanding clauses 13.1, MAVEN BUSINESS GROUP may immediately repossess the Vehicle without notice to the Renter if:
- (a) the Renter has illegally parked the Vehicle for longer than 24 hours;
 - (b) the Renter has committed a reckless breach of road or traffic legislation;
 - (c) the Vehicle is apparently abandoned;
 - (d) payments are in arrears or are not received within 24 hours of the due date; or
 - (e) the Vehicle has not been returned to the MAVEN BUSINESS GROUP representative at the time and date specified in the Rental Agreement.
- 13.4 If MAVEN BUSINESS GROUP repossesses the Vehicle directly, the Renter agrees to indemnify MAVEN BUSINESS GROUP for the costs incurred.

14 MAVEN BUSINESS GROUP Responsibility and Liability

- (a) Acceptable quality: When You make a reservation with Us We will provide a Vehicle that is of acceptable quality and in good working order for the Rental Period.
- (b) Breakdowns: 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, subject to the availability, We will use Our best endeavors to provide a replacement Vehicle of an equivalent size and standard to the previous Vehicle for the remainder of the Rental Period.
- (c) Post rental inspection: If it is not possible to conduct an inspection of the Vehicle with You at the end of the Rental Period We will use Our best endeavors to confirm the condition of the Vehicle with You within 24 hours or next business day of the post rental inspection.
- (d) Consequential loss: Subject to the Australian Consumer Law, We are only responsible for any direct loss. We are not responsible for missed flights, disrupted travel or holiday plans, loss of enjoyment or opportunity, indirect or consequential loss, loss of profit, goodwill, business opportunity or anticipated saving suffered by the Renter, loss or damage incurred by the Renter in connection with any claims made by a third party, You suffer as a result of Our breach of the Rental Contract.

15 Notices

- 15.1 Any notice to be given to the MAVEN BUSINESS GROUP shall be deemed to be given upon it being posted to the address or sent by email to the email address of the MAVEN BUSINESS GROUP (as the case may be) set out in the Rental Agreement.

16 Proper law and jurisdiction

- 16.1 Australian Consumer Law:
You have consumer rights conferred by the Australian Consumer Law and the Australian Securities and Investments Commission Act 2001 and neither this clause nor any other provision of the Rental Contract excludes, restricts, or modifies any implied terms, guarantees, or rights You may have under those laws or any other Federal, State or Territory legislation.
- 16.2 State and territory law
The laws of the State or Territory in which the Rental Station is situated and of the Commonwealth of Australia govern the Rental Contract.

17 Dispute Resolution

17.1 Internal

- (a) If You believe there has been an error in Your account or if You have any complaint, Our staff at the Rental Station will help You in every way they can to rectify the error or resolve the complaint. If they are unable to assist You or if Your concerns are not resolved to Your satisfaction, You may refer the matter to Our internal dispute resolution (IDR) process.
- (b) Upon receipt of Your referral to IDR Our IDR officer will acknowledge receipt of Your referral and will investigate the matter and try to reach a satisfactory outcome.
- (c) We will advise You of the final outcome of Your IDR referral within 45 days of receipt of that referral and We will use Our best endeavors to do so within 21 days thereof.
- (d) Referrals to Our IDR process can be to any of the following:
 - Post: Customer Relations Manager,
Maven Business Group Pty Ltd,
56 Richards Loop Oran Park, NSW 2570 Australia
 - Phone: 1300 165 038
 - Email: info@mavenbusinessgroup.com.au

17.2 External

- (a) In the event We are unable to resolve a dispute, You may access the Australian Car Rental Conciliation Service facilitated by AFIA at:
 - Web: www.carrentalconciliationau.com
 - Phone: 1800 366 840

18 Privacy Act 1988 and GPS Units

- 18.1 The Renter authorizes MAVEN BUSINESS GROUP to collect, use and disclose information in respect to any credit it provides to the Renter, including to a Credit Reporting Body. This includes Personal Information required to enable the Credit Reporting Body to provide MAVEN BUSINESS GROUP with a consumer credit report to assist MAVEN BUSINESS GROUP in assessing the Renter's credit worthiness, payment or default information, information about fraud or any other serious credit infringement, information about adverse court judgments or insolvency.
- 18.2 If the Renter defaults in the payment of any monies owed to MAVEN BUSINESS GROUP, the Renter authorizes MAVEN BUSINESS GROUP to provide that information to a Credit Reporting Body and to obtain an up to date consumer credit report on the Renter.
- 18.3 Full details of the MAVEN BUSINESS GROUP Privacy Policy can be viewed at <https://www.mavenbusinessgroup.com.au/privacypolicy>
- 18.4 MAVEN BUSINESS GROUP may fit and operate GPS or other telematics capabilities to the Vehicle to enable it to manage the Vehicle during the Rental Period. By signing the Rental Agreement or taking possession of the Vehicle the Renter authorizes MAVEN BUSINESS GROUP to use the device to manage the Vehicle and collect other information about the use and operation of the Vehicle until it is returned to the Owner. For the avoidance of doubt, the Renter does not have any interest in, or ownership rights in the Vehicle Data.

19 Refund Policy

- 19.1 The Security Deposit, less any additional charges, will be refunded to the Renter 7 days after the Vehicle has been returned to the Owner in accordance with the Rental Agreement and these Terms and Conditions and subject to there being no Major Breach.
- 19.2 The Damage Liability Charge is refundable in either part or full to the Renter if it transpires that the Renter was not at fault and if there is no third party loss and the cost of the repairs is less than the Damage Liability Charge the Renter will be reimbursed the difference. Refund is subject to all costs being recovered from third parties.

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

Additional Driver has the meaning in clause 3.3

At-Fault Accident means an accident in relation to which the Renter is held legally responsible for the damages or injury.

Claim means any claim, demand, action or proceeding.

Damage means:

- (a) any damage to the Vehicle including its parts, components and accessories;
- (b) towing and salvage fees and assessing fees;
- (c) Loss of Use as a result of that damage or theft.

and for the removal of doubt, any Damage to the windscreen, headlights, lights or tyres that makes the Vehicle unroadworthy is not fair wear and tear.

Damage Liability Charge means the amount shown in the Rental Agreement payable by the Renter if there is damage to or theft of the Vehicle or third party loss.

Designated Handover Location means the location specified in the Rental Agreement for handover of the Vehicle, or any other location as agreed with the Renter.

Handover Inspection Report means the document entitled Handover Inspection Report or the report on the Handover Inspection app which forms part of the Rental Agreement.

Loss of Use means the loss suffered because the Vehicle identified in the Rental Agreement is being repaired or replaced as a result of an accident or because it has been stolen and is being replaced. The amount is calculated on a daily basis at the rate shown in the Rental Agreement.

Major Breach means a breach of any of clauses 2.1, 2.2, 3.2, 3.3, 3.4, 3.5, 3.7(c), 3.8, 5.1, 9.1 (d), 9.2 (a) (c), 10.11, 11.2

MAVEN BUSINESS GROUP means Maven Business Group Pty Ltd (ABN: 39 650 808 227).

MAVEN BUSINESS GROUP Insurer means an APRA approved licensed insurer.

Owner means Maven Business Group Pty Ltd (ABN: 39 650 808 227).

Person includes an individual, the estate of an individual, a body politic, a corporation, an association (incorporated or unincorporated) and a statutory or other authority.

Parties means MAVEN BUSINESS GROUP and the Renter.

Rental Agreement means the document entitled MAVEN BUSINESS GROUP Rental Agreement for use of the Motor Vehicle'.

Rental Fee means the amount payable by the Renter to MAVEN BUSINESS GROUP as identified on the Rental Agreement.

Rental Period means the period of time that MAVEN BUSINESS GROUP and Renter have agreed for use of the Vehicle as identified on the front page of the Rental Agreement.

Renter means an individual, firm or company who has entered or may enter into a Rental Contract or any Additional Driver as defined in clause 3.3.

Rental Contract has the meaning given to it in clause 1.1 of these Renter Terms and Conditions.

Rental Fee means the amount payable by the Renter to MAVEN BUSINESS GROUP as identified on the Rental Agreement.

Terms and Conditions means these terms and conditions which govern the operation of the Rental Contract.

Vehicle means one or more cars, utes, sport utility vehicles and other automotive vehicles made available for hire by MAVEN BUSINESS GROUP in accordance with the Rental Contract and includes the Vehicle's parts, components and accessories.

Website means the www.mavenbusinessgroup.com.au website and the content, features and services offered through it.