



RENTAL TERMS AND CONDITIONS

3F INVESTMENTS PTY LTD

ABN: 51 654 263 368

Trading as “**Yellow Utes**”

1.0 Introduction

1.1 Rental Contract

Your contract to hire a Vehicle from Yellow Utes (Rental Contract) comprises:

(a) the online booking form (**Rental Agreement**) You have completed to hire the Vehicle from Us; and

(b) These rental Terms and Conditions (**Terms and Conditions**); and together they create binding and enforceable legal obligations.

1.2 Relevant Law

The Rental Contract is governed by the laws of Queensland and You agree that courts in that state have non-exclusive jurisdiction to determine any dispute that arises between You and Us.

1.3 Australian Consumer Law

You have consumer rights conferred by the Australian Consumer Law 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.

1.4 Implied Agreement

By proceeding to collect and gain custody of the Vehicle, you acknowledge and agree that these actions constitute your implied consent to these Terms and Conditions and that these actions represent a legally binding commitment between You and Us. You consent to the use of this implied agreement as a means of acknowledging and accepting these Terms and Conditions and accept your obligations under the Rental Contract.

1.5 Amending these Terms and Conditions

We may amend these Terms and Conditions by providing You with 30 days' notice in writing. If You do not accept the amendments or replacement, You **must** return the Vehicle prior to the end of the 30 day period.

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2.0 Who may drive the Vehicle?

⚠ IMPORTANT NOTICE

A breach of any part of this clause 2 is a Major Breach of the Rental Contract. See clause 12 for further details.

2.1 Additional Drivers

(a) Only You or an Additional Driver, who each meet all of the requirements of this clause 2, can drive the Vehicle.

(b) Allowing anyone who is not an Additional Driver to drive constitutes a Major Breach of the Rental Contract that excludes You and any Additional Driver from all entitlement to Damage Cover indemnity under clause 7 of these Terms and Conditions.

2.2 Age limits

(a) There is a minimum and maximum age limit for those renting Our Vehicles.

(b) You and any Additional Driver **must** be at least 21 and not over 75 years of age and have no less than 12 months driving experience, unless We have agreed to a variation of that restriction before the Pick-up Time and it is shown in the Rental Agreement.

2.3 Licence requirements

(a) You and any Additional Driver must also have a current valid licence to drive the Vehicle which is:

- (i) issued in Queensland;
- (ii) appropriate for the class of the Vehicle; and
- (iii) not subject to any restriction or condition.

(b) Learner drivers and provisional and probationary licence holders are not acceptable and **must not** drive the Vehicle.

(c) Upon making a booking a photo of both sides of Your licence and that of any Additional Driver **must** be supplied when prompted.

2.4 Cancelled and suspended licence

The Vehicle **must not** be driven by You or an Additional Driver if Your licence or that of the Additional Driver:

- (a) is cancelled or suspended, including as a result of an accumulation of demerit points; or
- (b) has been cancelled or suspended, within three (3) years of the date of the Rental Agreement.

2.5 False and misleading information

The Vehicle **must never** be driven by You or an Additional Driver who has provided a false or misleading name, age, address or driver's licence.

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2.6 Prior insurance history

The Vehicle **must not** be driven by You or an Additional Driver if either You or the Additional Driver has been refused motor vehicle insurance or had a policy of motor insurance cancelled or declined by an insurer at any time prior to entering into the Rental Contract.

3.0 Pick up and return

3.1 Ongoing responsibility

(a) From the moment We hand over the Vehicle to You by way of issuing an access code, until its return, You are solely responsible for it.

(b) Payment of the Damage Excess does not release You from Your other obligations outlined in these Terms and Conditions.

3.2 SMS code

(a) Before the Pick Up Time, We will send You an SMS with a code to unlock the Vehicle's key box. This code grants access to the Vehicle's key.

(b) If You do not receive this code You must contact Us before the Pick Up Time to have the code read to You over the phone.

(c) Upon receiving the Unlock Code and opening the key box, the Vehicle is considered in Your custody.

3.3 Photos

(a) You must take photos of both the exterior and interior of the Vehicle from various angles within ten minutes of taking possession.

(b) The Vehicle remains in Your possession until the Vehicle has been returned to the Location and the key has been securely stowed into the key box and the key box has been closed and locked.

(c) You **must** take six photos of the exterior (front, rear, each side, bonnet and tray) and two of the interior (taken from each door) within ten minutes of returning the Vehicle to the Location.

(d) You must also comply with the requirements of clauses 7.7(a) and 7.7(b) of these Terms and Conditions.

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4.0 Prohibited use

⚠ IMPORTANT NOTICE

A breach of any part of this clause 4 is a Major Breach of the Rental Contract. See clause 12 for further details.

4.1 The Vehicle **must not** be driven by You or any Additional Driver:

- (a) whilst intoxicated or under the influence of drugs or alcohol or with a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit set by law;
- (b) recklessly or dangerously; or
- (c) whilst there is Damage to the Vehicle or it is unroadworthy or unsafe.

4.2 You and any Additional Driver **must not**:

- (a) fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;
- (b) use the Vehicle:
 - (i) for any illegal purpose;
 - (ii) to move or carry dangerous, hazardous, biohazardous, infectious, or inflammable, goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
 - (iii) as a Tool of Trade;
 - (iv) to propel or tow another vehicle, trailer or boat;
 - (v) in any open cast or underground mining activity;
 - (vi) to carry or transport illegal drugs or substances;
 - (vii) in connection with the motor trade for experiments, tests, trials or demonstration purposes;
 - (viii) in racing, rallies, reliability trials, speed or hill climbing tests, or for testing in preparation thereof; or (ix) in an unsafe or unroadworthy condition; or
- (c) use a mobile phone:
 - (i) to make or receive a phone call, perform any audio function or as a navigational device, **unless** the Vehicle is stationary and the body of the phone is secured in a mounting affixed to the Vehicle and its use does not require manual operation of the phone; or
 - (ii) to send a text message, video message, email or similar communication **unless** the Vehicle is parked.

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4.3 You and any Additional Driver **must not**:

- (a) damage the Vehicle deliberately, intentionally, maliciously or recklessly or allow anyone else to do so; (b) modify the Vehicle in any way or make any alteration or addition to it and no decals, branding or logos may be applied or removed from the Vehicle;
- (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.

4.4 You and any Additional Driver **must not** use the Vehicle to carry:

- (a) passengers for:
 - (i) hire, fare or reward, except under a private pooling arrangement; or
 - (ii) for rideshare or peer to peer purposes;
- (b) more than the number of passengers for which the Vehicle is licenced; or
- (c) any load that exceeds the limits for which the Vehicle was designed, constructed, registered or licenced.

5.0 Prohibited areas of use

⚠ IMPORTANT NOTICE

A breach of any part of this clause 5 is a Major Breach of the Rental Contract. See clause 12 for further details.

5.1 The Vehicle **must never** be driven:

- (a) on an Unsealed Road;
- (b) Off Road; or
- (c) in any area where snow has fallen or is likely to fall.

5.2 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, sand dunes, streams, rivers, creeks, salt lakes, dams and flood waters or any area exposed to saltwater;
- (c) any road where the police or an authority has issued a warning;
- (d) any road that is closed; and
- (e) any road where it would be unsafe to drive the Vehicle.

5.3 The Vehicle **must never** be driven or used:

- (a) outside a radius of 300 kilometres from the Brisbane CBD; or
- (b) onto any island that is off mainland Australia,

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unless We have given Our written permission prior to the Pick-up Time and it is noted on the Rental Agreement.

6.0 Your obligations

⚠ IMPORTANT NOTICE

A breach of any part of this clause 6.3, 6.4 or 6.6 is a Major Breach of the Rental Contract. See clause 12 for further details.

6.1 During Your rental

During Your rental:

(a) You must:

- (i) if the Vehicle is held overnight, inspect it for oil, water and fuel leaks, Damage and tyre pressure; and
- (ii) adhere to any mileage instructions displayed in the Vehicle;

(b) You must not:

- (i) use the Vehicle for transporting any pets or animals, with the exception of accredited or trained assistance animals, **unless** specifically approved by Us;
- (ii) smoke in the Vehicle (including the use of e-cigarettes) and You must take reasonable steps to prevent passengers from doing so. It is an offence in some Australian states to smoke in a vehicle where there are passengers of less than 18 years of age; or
- (iii) use the Vehicle to move infectious, biohazardous or biomedical waste, **unless** specifically approved by Us.

Additional cleaning, disinfection and deodorising charges will apply.

6.2 Seat belts and restraints

You must comply with all mandatory:

- (a) seat belt laws and fines may be imposed by the police on any driver or passenger who does not have a seat belt properly adjusted and fastened; and
- (b) child restraint laws and ensure that for all children under the age of seven years the restraint has been fitted correctly according to the weight and age of the child and that the restraint is properly adjusted and fastened.

6.3 Vehicle to be locked and keys kept in Your possession

You and any Additional Driver must make sure that the Vehicle is locked when not in use or unattended and the keys or remote-control device must be kept in Your possession, or that of



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any Additional Driver, at all times and never left in the ignition or in the Vehicle when it is unattended.

6.4 Reasonable care

You and any Additional 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) properly securing any goods, property or equipment carried in the Vehicle;
- (d) maintaining the engine and brake oils and coolant level and tyre pressures;
- (e) using the correct fuel type;
- (f) making sure it is not overloaded; and
- (g) ensure a commercial Vehicle is loaded so that:
 - (i) it does not exceed its applicable mass and dimension limits; and
 - (ii) the load is properly restrained so that it complies with load performance standards, including the Load Restraint Guides (issued by the National Transport Commission).

6.5 Notification of Vehicle fault

(a) You **must** inform Us immediately if:

- (i) a warning light or fault message appears;
- (ii) You see or become aware of low engine or brake oils, or engine coolant levels; or
- (iii) the Vehicle develops any fault during the Rental Period.

(b) If You fail to notify Us and continue to use the Vehicle You will be responsible for any Damage or Third Party Loss.

6.6 Repair without authority prohibited

You **must not** let anyone else repair or work on the Vehicle or tow or salvage it without Our prior written authority to do so.

6.7 Repair with authority

(a) Where We have given You Our prior authority to repair the Vehicle as the result of a breakdown or Vehicle fault, You **must** keep and produce to Us the original tax invoices and receipts for any repairs, towing or salvage and You will be reimbursed only if these expenses have been authorised by Us.

(b) There is no entitlement to reimbursement if the breakdown or fault was caused by an Accident or is the result of a Major Breach of the Rental Contract.

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6.8 Staying with the Vehicle after an Accident

You **must not** leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator unless You or a passenger has been injured and require medical attention or You are directed to do so by the police.

7.0 Financial Obligations

7.1 Payment

- (a) The Rental Charges as shown in the Rental Agreement **must** be paid prior to the Pick-up Time. Access to the Vehicle will not be permitted unless the Rental Charges have been fully paid.
- (b) A fee will be charged for every kilometre travelled during the Rental Period. The specific dollar amount for each kilometre is shown in the Rental Agreement.
- (c) You will receive daily activity reports detailing the distance covered on the preceding days and You will be invoiced for the preceding day's use.
- (d) We reserve the right to charge Your credit card for the accrued distance travelled and any Toll charges as detailed in the daily activity reports. It is your responsibility to ensure the credit card used to make the booking has sufficient funds available to cover daily fees. We reserve the to charge a dishonour fee of \$7.70c for every individual daily charge that remains unpaid at the end of your booking.
- (e) Should You dispute any charges, a notification must be forwarded to Us via email or phone within a seven (7) day period from the date of the charge.
- (f) If You have a credit as a result of refuelling the vehicle, this credit will be reflected in Your charge summaries.

7.2 Fines and infringements

- (a) You and any Additional Driver **must** pay
 - (i) fines or charges imposed for parking;
 - (ii) infringements and fines imposed for speeding and other driving offences; and
 - (iii) fines or charges imposed for release of the Vehicle if it has been seized by a regulatory authority.
- (b) An administrative fee applies if We are required to nominate You as the responsible driver if any fine or infringement is unpaid.

7.3 Tolls

- (a) You and any Additional Driver **must** pay all tolls.
- (b) If an electronic tag (**e-tag**) is fitted for use of the Vehicle on toll roads:
 - (i) the e-tag **must not** be removed from the Vehicle; and



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- (ii) all toll charges will be debited from Your nominated credit card within a reasonable time after We receive an invoice from the toll road operator.
- (c) If an e-tag is not fitted to the Vehicle:
 - (i) it is Your responsibility to fit an e-tag to the Vehicle or purchase a day pass for payment of tolls when using the Vehicle on toll roads; and
 - (ii) if You fail to do so and We are required to nominate You as the responsible party We will charge You an administrative fee for each nomination.

7.4 Refuelling

- (a) During the Rental Period, You **must** ensure the Vehicle remains sufficiently fuelled.
- (b) Should the Vehicle necessitate refuelling during the Rental Period, You **must** refuel it in accordance with the fuel type shown in the Rental Agreement.
- (c) If a Fuel Card was supplied with your Vehicle, You **must**
 - (i) use the fuel card supplied only for the purposes of refuelling the Vehicle and no other vessel.
 - (ii) Ensure the fuel card remains with the Vehicle after your booking is complete.
- (d) If a Fuel Card was not supplied with the Vehicle, or becomes lost or stolen during your booking, you must:
 - (i) Immediately notify Us as to the status of the Fuel Card.
 - (ii) pay for any fuel related expenses incurred for which you can seek reimbursement from Us.
- (d) Upon receipt and validation of the submitted fuel receipt, We will credit Your account with the amount equivalent to the verified expense.
- (e) Should there exist a credit balance in the Your account at the conclusion of the Rental Period, such amount will be credited back to Your credit card.

7.5 Return of the Vehicle

- (a) You **must** return the Vehicle to the Vehicle Address:
 - (i) in the same condition as it was at the Pick-up Time, fair wear and tear relative to the duration of the booking excepted; and
 - (ii) with **at least** a half tank of fuel.
- (b) If You return the Vehicle later than the Return Time stipulated in this Rental Agreement, We reserve the right to charge late return fees in the amount of double the standard rate for that period of time for every hour, or part thereof, the Vehicle is late.
- (c) Our standard rates are published on our website at www.yellow-utes.com.au



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(d) We may request the immediate return of the Vehicle, or we may retake the Vehicle without notice, if We reasonably believe that:

- (i) GPS monitoring has detected illegal, dangerous or belligerent driving.
- (ii) the Vehicle will be involved in an industrial dispute; or
- (iii) the Vehicle may be used for an unlawful purpose;

7.6 Extensions of the Rental Period

(a) If the Vehicle has not been booked by another customer, half an hour prior to the Return Time You will receive a text message offering an extension of one (1) hour for an additional fee. To obtain that one (1) hour extension You must accept the offer within 25 minutes of receiving the text message after which the offer will expire.

(b) If You require the Vehicle for longer than the Rental Period, You may contact Us at any time before the Return Time and any extension is subject to the Vehicle not being subject of an existing booking.

(c) If You fail to notify Us that You require an extension, and fail to return the Vehicle at the scheduled Return Time, We may:

- (i) terminate the Rental Contract; and
- (i) if the location of the Vehicle is known, recover it by lawful means or if it is unknown, after making reasonable attempts to contact You, report the Vehicle as stolen to the police.

7.7 Obligations on return

(a) On return of the Vehicle, You **must** take photographs of the Vehicle that match the areas photographed as required by clause 3.3(c) to show the condition in which it is being returned.

(b) These photographs **must** be sent via text message (SMS) or emailed to Us within 24 hours of returning the Vehicle.

(c) Failure to take photographs of the Vehicle when returning the Vehicle may result in You being liable for damage discovered on the Vehicle after You return the Vehicle.

(d) On return of the Vehicle, You **must** ensure the Vehicle is left in a fully secure state meaning the Vehicle:

- (i) is fully locked;
- (ii) has all its windows wound up with all key boxes mounted to the windows as they were when picked up;
- (iii) has its keys placed inside the key box using the unlock code sent to You and the key box is closed properly;
- (iv) is not parked in a tow-away, metered or private space; and

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- (v) is parked within 100 metres from the original pick up location.
- (e) If You are unable to leave the Vehicle in a secured state as defined by clause 7.7(d), You **must** contact Us immediately and seek advice on next steps.
- (f) You accept responsibility for any loss or theft of the Vehicle arising from leaving the Vehicle in an unsecured state in violation of clause 7.7(d).
- (g) You **must** also pay Us any cost We incur as well as all costs and charges under the Rental Agreement for the period up to return or repossession of the Vehicle.
- (h) We reserve the right to refuse hire of another vehicle to You following any incident or Accident or where You have committed a Major Breach.

7.8 Return Time requirements

- (a) At the Return Time, You **must** pay:
 - (i) the balance of the Rental Charges;
 - (ii) the Damage Excess if there is Damage or Third Party Loss as a result of an Accident or the Vehicle is stolen;
 - (iii) any costs We incur, including:
 - (A) refuelling administrative costs; and
 - (B) extra cleaning costs;
 - (iv) for all Damage and Third Party Loss arising from a Major Breach of the Rental Contract; and
 - (v) for all Damage and Third Party Loss for which Damage Cover is excluded pursuant to clause 9.1.
- (b) Charges for kilometres travelled on the day the Vehicle is returned will be invoiced on the next day.

7.9 Credit card authority

By signing the Rental Agreement You authorise Us to debit Your credit card within a reasonable time after the Return Time for any amount that is due to Us or remains unpaid, including:

- (a) the Rental Charges;
- (b) tolls;
- (c) speeding and traffic fines and infringements;
- (d) fines or charges imposed for parking;
- (e) administrative charges for unpaid tolls, fines or infringements;
- (f) extra cleaning costs;
- (g) refuelling costs; or



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(h) the Damage Excess.

7.10 Default in payment

If You default in the payment of any moneys owed to Us under the Rental Contract:

- (a) You **must** pay Us interest on that overdue amount calculated at the rate of 10% per annum and starting seven (7) days after the date that overdue amount became payable to Us and ending on the date of payment of all amounts due;
- (b) We may engage a mercantile agent or debt collector and You **must** pay the reasonable costs and charges We incur in recovering or attempting to recover that overdue amount, including mercantile or debt collection fees, commission and any legal costs; and
- (c) You authorise Us to provide information of that default to a credit reporting body and to obtain an up-to-date consumer credit report on You. Personal information may be used and disclosed by the credit reporting body in accordance with the Privacy Act to create or maintain a credit information file containing information about You, including defaults in excess of 60 days and the debt owed to Us.

7.11 Security Bond

You must pay Us a Security Bond ("Bond") at the commencement of the Rental Period in the amount stated on the website at the time of payment where:

- (a) the Bond is to be held by Us as security for the performance of Your obligations under the Rental Contract, including but not limited to the return of the Vehicle in good condition, payment of any unpaid fees, fines or penalties and reimbursement of any damage or loss incurred during the Rental Period.
- (b) in the event the bond is insufficient to cover such costs, you agree to pay the additional amount to Us on demand.
- (c) You acknowledge and agree that We may inspect the vehicle after Your booking has completed to ensure it has been returned in good condition and in accordance with this Rental Contract, and Your obligations under it, for the purpose of retaining up to the entire Bond balance for any breach of Your obligations under this agreement or unaccounted damage to the Vehicle.

7.11 Security Bond Return

The Bond shall be released by Us, less any amount deducted by Us for due compensation under this Rental Contract, within 48 hours of after the completion of your Booking.

You shall be notified (via email) within 48 hours of the Vehicle return and the completion of Your booking the amount returned to you, and a reason for any Bond deductions made by Us.

You must advise Us within 30 days of your booking coming to an end, and supply any photographs supporting your dispute, if you dispute any Bond deductions made by Us.



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8.0 Damage Cover

8.1 Damage Excess

(a) Standard Damage Cover is included in the Rental Charges.

(b) Subject to these Terms and Conditions, We will indemnify You and any Additional Driver for any Damage to the Vehicle, its theft and Third Party Loss but You **must** pay up to the Damage Excess shown on the Rental Agreement for each Accident or theft claim **unless**:

(i) You have fully completed an Incident Report Form with:

(A) the name, residential address, contact phone and licence number of any person involved (**Third Party**);

(B) the registration number of all vehicles involved;

(C) an accurate written and diagrammatic description of the Accident and location; and

(D) the names and addresses of all attending police officers and the stations at which they are based;

(ii) You have taken all necessary steps to assist Us in Our investigation of the Accident or theft claim;

(iii) We agree You were not at fault; and

(iv) the other party was insured and their insurance company accepts liability.

8.2 When is the Damage Excess payable?

Unless You have expressly authorised a charge to Your credit card at an earlier time an amount up to, but not exceeding, the Damage Excess will be charged to Your credit card:

(a) for single vehicle Accidents, after a repairer's estimate or tax invoice verifying the amount charged for Damage has been sent to You;

(b) if the Vehicle has been stolen, after We have made reasonable enquiries and in Our opinion it is unlikely the Vehicle will be recovered; and

(c) for Accidents in which there is also Third Party Loss, after We have made an estimate of Your total liability. Supporting documents and particulars of the claim for Third Party Loss will be forwarded to You as soon as practicable.

8.3 Younger age additional Damage Excess



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An additional Damage Excess of AUD\$1000 (one thousand dollars) applies to You or any Additional Driver who is 21 to 24 years of age.

8.4 Claims Administration fee

All Accident, attempted theft and theft claims will incur a claims administration fee of \$100 in addition to the Damage Excess liability. This fee is to compensate Us for the labour and associated costs with processing Your claim.

9.0 Damage Cover Exclusions

9.1 General exclusions

Even if You have paid the Damage Excess, there is no Damage Cover, and You and any Additional Driver are liable for:

- (a) Damage or Third Party Loss arising from:
 - (i) a Major Breach of the Rental Contract;
 - (ii) any deliberate, intentional, malicious or criminal act by You, an Additional Driver or any person who is acting with Your express or implied consent; or
 - (iii) the use of the Vehicle by any driver who is not an Additional Driver or who is less than 21 or more than 75 years of age;
- (b) Overhead Damage;
- (c) Underbody Damage;
- (d) Damage caused by:
 - (i) immersion of the Vehicle in water, including salt water; or
 - (ii) use of the incorrect fuel type;
 - (iii) loading or unloading the Vehicle, except for reasonable wear and tear; or
- (iv) Your failure to properly secure goods, property or equipment carried in or on the Vehicle;
- (e) damage to the tyres or rims of the Vehicle, other than by normal wear and tear; and
- (f) the full cost of replacing or repairing any accessories supplied by Us including, but not limited to GPS units, lost keys, keyless start and remote-control devices;
- (g) loss or damage to, or deterioration of, goods or property carried in or on the Vehicle whether owned by You or a Third Party and You agree to fully indemnify Us for any claims for Third Party Loss that occurs during the Rental Period; and
- (h) Third Party Loss resulting from goods or property falling from the Vehicle.

9.2 Exclusion for personal items



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There is also no Damage Cover for personal property in the custody of or owned by:

- (a) You;
 - (b) Your relative, friend or associate who ordinarily resides with You or with whom You ordinarily reside;
 - (c) any relative, friend or associate of an Additional Driver; or
 - (d) Your employees,
- that is stolen from the Vehicle, lost or damaged during the Rental Period or left in the Vehicle after the Vehicle is returned to the Vehicle Address.

10.0 Roadside Assistance

10.1 Roadside assistance

We will provide You with a Vehicle that is of acceptable quality and in good working condition taking into account the age of the Vehicle but breakdowns do occur. Twenty-four-hour roadside assistance is provided free of charge for breakdowns (but not for Accidents) and if the Vehicle breaks down during the Rental Period You **must** contact Us to arrange assistance. If the fault cannot be repaired on site We will recover and repair the Vehicle as soon as possible but if it cannot be repaired, We will use Our best endeavours to provide a replacement Vehicle where one is available.

10.2 Assistance not covered

- (a) We are not responsible for:
 - (i) a flat battery;
 - (ii) tyre changing;
 - (iii) lost keys or remote-control device; or
 - (iv) keys or remote-control devices locked in the Vehicle.Extra charges will apply if any of these services are provided at Your request.
- (b) Roadside assistance does not apply if:
 - (i) the incorrect fuel type is used; or
 - (ii) the breakdown is caused by a Major Breach;and You are liable for any Damage caused.

10.3 Consequential and other loss

Subject to the Australian Consumer Law, We are not responsible for:

- (a) flights You have missed;
- (b) holiday plans that are disrupted;

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- (c) loss or inconvenience caused by natural disasters such as floods, cyclones, hailstorms, earthquakes, bushfires, or pandemics;
- (d) loss of enjoyment; or
- (e) consequential or economic loss.

11.0 Vehicle Theft and Accidents

⚠ IMPORTANT NOTICE

A breach of any part of this clause 11 is a Major Breach of the Rental Contract. See clause 12 for further details.

11.1 Reporting an Accident or theft to Us

If You or an Additional Driver has an Accident or if the Vehicle is stolen You **must** report the Accident or theft to Us as soon as practicable but in no case more than 24 hours of it occurring and fully complete an Accident/Theft report form.

11.2 Reporting an Accident or theft to the police

If the Vehicle is stolen or if You or an Additional Driver of the Vehicle 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 Additional Driver **must** also report the theft or Accident to the Police.

11.3 Steps You must take following an Accident

If You or an Additional Driver have an Accident You and the Additional Driver **must**:

- (a) exchange names and addresses, phone numbers and email addresses with the other driver;
- (b) obtain the name of the other driver's insurance company;
- (c) take a photo of the other driver's licence;
- (d) take the registration numbers of all vehicles involved;
- (e) take as many photos as is reasonable showing:
 - (i) the position of the Vehicles before they are moved for towing or salvage;
 - (ii) the Damage to the Vehicle;
 - (iii) the damage to any third party vehicle or property; and
 - (iv) the general area where the Accident occurred, including any road or traffic signs;
- (f) obtain the names, addresses, phone numbers and email addresses of all witnesses;



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(g) forward all third party correspondence or court documents to Us within seven (7) days of receipt; and

(h) cooperate with Us in the prosecution of any legal proceedings that We may institute or defence of any legal proceedings which may be instituted against You or Us as a result of an Accident, including attending:

(i) Our lawyer's office; or

(ii) any Court hearing.

11.4 What You must not do

You and any Additional Driver **must not**:

(a) make any admission of fault;

(b) promise to pay any claim for Third Party Loss; or

(c) release the other party from any liability to pay for Damage as a result of an Accident, theft of attempted theft.

12.0 Major Breaches

12.1 Major Breach

You and any Additional Driver commit a Major Breach of the Rental Contract if there is a breach of any of the following: (a) clause 2 (who may drive the Vehicle);

(b) clause 4 (prohibited use);

(c) clause 5 (prohibited areas of use);

(d) clause 6.3 (Vehicle to be locked and keys kept in Your possession);

(e) clause 6.4 (reasonable care);

(f) clause 6.5 (notification of Vehicle fault); or

(g) clause 6.6 (repair without authority);

that causes Damage, theft of the Vehicle or Third Party Loss; or

(h) clause 11 (Accident reporting) that prevents Us from properly investigating a claim arising from an Accident or theft or from prosecuting or defending any Accident or theft claim; or

(i) clause 14.2(d) (removal/tampering with the Tracking Device).

12.2 No Damage Cover

If You or any Additional Driver:

(a) commit a Major Breach of the Rental Contract; or

(b) drive the Vehicle in a reckless manner so that a substantial breach of road safety legislation has occurred; You and any Additional Driver:

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- (i) have no Damage Cover;
- (ii) are liable for all Damage, theft of the Vehicle and Third Party Loss; and
- (iii) are liable for and must pay any additional costs or expenses We incur in recovering the Vehicle.

12.3 Termination and repossession

Acting reasonably, We may terminate the Rental Contract and take immediate possession of the Vehicle if: (a) there has been a Major Breach; or
(b) there has been a breach of clause 12.2(b).

12.4 Immobilisation of the Vehicle

Acting reasonably, if We receive alerts indicating excessive speed or driving of the Vehicle in a manner that may cause injury or harm to a member of the public or Damage to the Vehicle, We may remotely immobilise the Vehicle.

13.0 Vehicle Interest

13.1 You have no right to, or interest in, the Vehicle other than as a bailee and You **must not** endeavour to obtain any other right or interest by Yourself or Your nominee.

13.2 You acknowledge that:

- (a) the Rental Contract may create a security interest (**Security Interest**) (as that term is defined in the PPSA) in the Vehicle;
- (b) We have a Security Interest in the Vehicle and the Vehicle will at all times remain subject to that Security Interest; and
- (c) We may register the Security Interest on the Personal Property Securities Register.

14.0 Personal Data

⚠ IMPORTANT NOTICE

A breach of any part of this clause 14.2(d) is a Major Breach of the Rental Contract. See clause 12 for further details.

14.1 Personal Information

(a) We are committed to respecting privacy and will not collect, use or disclose Your personal information where doing so would be contrary to law.



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(b) When We collect Your personal information, We will do so only for the purpose of providing rental services to You. If You choose not to provide this information to Us We may not be able to provide those rental services to You.

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

14.2 GPS and Tracking Devices

(a) The Vehicle is equipped with multiple Global Positioning Systems (**GPS**) and Apple Air Tag Tracking Devices.

(b) The GPS device captures speed, direction of movement, distance and routes travelled and driver behaviour such as excessive braking or cornering.

(c) You acknowledge and expressly accept that the Vehicle will be monitored during the Rental Period by these devices and the data made available to Us.

(d) The GPS device and Tracking Devices will at all times be active and must not be deactivated, tampered with or in other way modified or attempted to be modified by You.

(e) By entering into the Rental Contract and accepting these Terms and Conditions You are authorising and consenting to Our collection, use, and disclosure of location data, mileage data, and other data generated or collected by the GPS device and the Tracking Devices (**GPS Data**) for the following purposes:

(i) monitoring the location of the Vehicle at all times;

(ii) tracking and recording the distance travelled by the Vehicle during the rental period;

(iii) confirming and allocating responsibility for toll charges, parking fees, or other location-based charges incurred during the rental period;

(iv) enforcing the terms and conditions of this Rental Agreement, including verifying compliance with the geographic and usage restrictions set forth in this Rental Agreement;

(v) assisting law enforcement or other authorities in the investigation of accidents, theft, or other crimes involving the Vehicle; and

(vi) in the event of a breakdown or emergency situation, assisting the Lessor, roadside assistance providers, or emergency services in locating the Vehicle.

(f) You acknowledge that We may retain and continue to use GPS Data after the end of the Rental Period for legitimate business purposes, including billing disputes, damage claims, traffic or parking violations, and legal or regulatory requirements. We will handle and protect GPS Data in accordance with applicable privacy laws and Our privacy policy.



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(g) You agree to inform Drivers of the Vehicle about the GPS device Tracking Devices and the collection and use of GPS Data, and to ensure that they also consent to such collection and use.

(h) You agree to indemnify and hold Us harmless against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable legal fees, arising out of or in connection with any unauthorised deactivation, damage, tampering with or removal of the GPS device, or Tracking Devices, or any violation .

15.1 Definitions

In these Terms and Conditions:

Accident means an unintended, unexpected and unforeseen incident, including:

- (a) a collision between the Vehicle and another vehicle or object, including animals and roadside infrastructure;
- (b) rollovers; and
- (c) weather events, including hail Damage, that results in Damage or Third Party Loss.

Additional Driver means any driver of the Vehicle who is approved by Us and who is recorded on the Rental Agreement prior to the Pick-up Time.

Damage means:

- (a) any loss or damage to the Vehicle including its parts, components and accessories, including the GPS unit, that is not fair wear and tear;
 - (b) towing and salvage costs;
 - (c) assessing and appraisal fees; and
 - (d) Loss of Use,
- 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 Cover means the cover You and an Additional Driver have for Damage, theft, attempted theft and Third Party Loss under clause 8, subject to the Damage Cover Exclusions in clause 9.

Damage Excess means the amount, including GST, up to which You **must** pay Us in the event of an Accident or attempted theft that causes Damage or Third Party Loss or the Vehicle has been stolen and not recovered and includes the additional amount for younger drivers that is payable pursuant to clause 8.3.

Loss of Use means Our loss calculated on a daily basis at the daily rate shown in the Rental 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 the clauses listed in clause 12.1.

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Off Road means an area, surface or terrain that is not a sealed or Unsealed Road and includes but is not limited to unformed roads, fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, rivers, flood waters, sand, deserts, rocks, fields and paddocks.

Overhead Damage means:

- (a) Damage to the Vehicle; or
- (b) Third Party Loss,

caused by:

- (i) contact between the part of the Vehicle that is at or above the level of the top of the front windscreen with objects overhanging or obstructing its path;
- (ii) objects being placed on the roof of the Vehicle; or
- (iii) You or any person standing or sitting on the roof of the Vehicle.

Pick-up Time means the date and time that the rental commences as shown in the Rental Agreement.

PPSA means the Personal Property Securities Act 2009 (Cth).

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 the Rental Agreement.

Rental Period means the period from the listed Pick Up Time to the Return Time. If the Vehicle is not returned to the Vehicle Address by the Return Time, the Rental Period extends until Vehicle has been returned to the Vehicle Address.

Return Time means the date and time when the rental ends and by which date and time the Vehicle must be returned to Us.

Tool of Trade means use of the Vehicle for excavating, digging, grading, scraping, drilling, lifting, pumping, spraying, vacuuming and other mechanical work, other than for:

- (a) loading and unloading goods onto or from the Vehicle, by use of a crane mounted on the Vehicle;
- (b) transit to, from, or within, a worksite; or
- (c) transport or haulage.

Tracking Device means a device that is fitted to the Vehicle that has electronic tracking capabilities to determine its location and other data.

Underbody Damage means any damage to the Vehicle caused by or resulting from contact between the underside of the Vehicle and any part of the roadway or any object or obstruction, including kerbs, gutters, speed or road humps, barriers or wheel stops and does not arise as a result of an impact with another vehicle.

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Unsealed Road means a road, other than a road that is undergoing temporary roadworks, that has been formed and constructed but is not sealed with a hard material such as tar, bitumen or concrete.

Vehicle means the Vehicle described in the Rental Agreement and includes its parts, tools, components, accessories, keys, keyless start or remote-control device, audio equipment, GPS Tracking Device, child restraints, tools, spare tyre and first aid kit (if fitted) and includes any replacement Vehicle.

Vehicle Address means the specific and predetermined geographical location where You are required to collect and return the Vehicle at the commencement and conclusion of the Rental Period.

We, Us, Our means 3F Investments Pty Ltd trading as Yellow Utes ABN 51 654 263 368.

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

15.2 Interpretation

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

- (a) headings are for convenience only and do not form part of the Terms and Conditions or affect their interpretation; and
- (b) where You comprises two or more persons each is bound jointly and severally.

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