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Key Facts About Your Rental

This Summary aims to help you understand what is included or excluded in your rental and the options available to enhance your journey. Please ask our counter staff if you need further clarification.

Important Information	
Damage to Vehicle	You are responsible for any loss or damage to the vehicle (and related losses and fees) during the rental even if it is not your fault (subject to some exceptions up to the level of Accident Damage Excess (ADE) per incident unless the vehicle is used for a Prohibited Use. See Damage and Loss section for details.
Prohibited Use	If loss or damage to the vehicle is caused by a Prohibited Use, you are responsible up to the full value of the vehicle and related losses and fees including 3 rd party damage and losses. Examples of Prohibited Use include driving recklessly, driving on unsealed roads or failing to safeguard the vehicle (e.g. leaving the keys in the vehicle) or the vehicle in driven by an unauthorized driver. See Prohibited Uses section for details.
Optional Renter Protection Services	You may reduce or eliminate the ADE for this rental by purchasing Accident Damage Excess Reduction (ADER) or Premium Accident Damage Excess Reduction (PADER). If the vehicle is used for a Prohibited Use, you cannot rely on any Optional Renter Protection Services to reduce or eliminate your liability. See Optional Renter Protection Services for details.
Personal Possessions in the Vehicle	Yello Truck Rentals is not responsible for any loss or damage to your or your passenger's personal possessions in the vehicle under any circumstance. You can make your own enquiries to obtain cover for this type of loss or damage by purchasing Personal Accident/Personal Effects (PA/PE) cover. PA/PE cover is issued by a third party. Yello Truck Rentals does not offer PA/PE cover nor does it endorse any third party cover of any kind.
Pick Up	You should check the vehicle for damage before driving away and record any variations on the Vehicle Condition Report in conjunction with a Yello Truck Rentals Staff Member. You're invited to take a time stamped photograph of the relevant pre-existing damage before leaving the rental location and show a Yello Truck Rentals representative.
Roadside Assistance	We provide basic roadside assistance. It will not cover incidents that are your fault (e.g. running out of fuel, lost keys, locking keys in the vehicle). You can purchase Premium Roadside Assistance Cover to cover these incidents. See Optional Renter Protection Services for details.
Return	You may incur additional charges if you return the vehicle at a different time or place agreed. If you are not present for the return vehicle inspection, the inspection will occur within 4 hours of return or if returning outside location hours, when the location re-opens.
Out of Hours Return	If we agree to you returning outside location hours, you will be responsible for the vehicle until we regain possession of the vehicle when the location re-opens.
Purchase of Insurance from Third Party	If you purchased excess waiver insurance or similar from a third party to cover your liability to Yello Truck Rentals, you remain liable for payment to us irrespective of whether you obtain reimbursement from your insurer.
Cancellations	All payments, excluding Bond are NON-REFUNDABLE. In the event the hirer wishes to cancel a paid reservation, the booking payment will be held on account as a credit against a deferred/future booking for a period of 12 months from the date of the original payment. Any cancellations giving less than 7 days notice will incur a cancellation fee.
What is included in the Rental Rate	
Kilometers	You may have limited kilometers depending on your pick-up location. If a kilometer limit applies, the daily kilometer allowance is shown on your Rental Agreement. If you exceed this daily allowance, a charge will apply.
Accident Damage Excess (ADE)	Your liability for loss or damage to the vehicle is limited to the ADE unless the vehicle is used for a Prohibited Use.
Fuel	The vehicle is provided with a full tank of fuel. If the tank is not full, a credit for the extent to which the tank is not full is provided. You can either return the vehicle full or pay for us to refill the tank for you at the rate shown on your Rental Agreement.
What is not included in the Rental Rate	
Liability Reduction	Yello Truck Rentals Liability Reduction options for an additional charge to reduce your liability to Yello Truck Rentals for loss or damage to the vehicle (provided you do not use the vehicle for a Prohibited Use). Liability reduction options are:

ADER – Accident Damage Excess Reduction

PADER – Premium Accident Damage Excess Reduction

Further information on other optional services can be found in the [Optional Renter Protection](#) section.

Fees & Charges

Fees and charges that may apply to your rental are found in [Charges Explained](#).

We Do Not Cover

-Parking and traffic fines

-Private Parking charges

-Road tolls (unless you have purchased Toll Cover)

-Processing fees (related to fines, tolls, private parking charges and damage claim processing)

These charges will be processed to your Card. You will be responsible for these fees in respect of each 30 day period of your rental.

Contacts and Remedies

1. You may check with our location staff at end of rental or contact Yello Truck Rentals concierge during office hours (using the email on the back of this Rental Terms booklet) and our team will help resolve any issues. See [Contacts](#) section for details.

For full information, please read the Rental Terms in this booklet. You can also refer to our website www.yellotruckrentals.com.au for the rental terms and additional details about prices, products and location information.

Basics

Agreement

Your Rental Agreement is the document you sign on vehicle pick up and includes a summary of your rental agreement (e.g. length, services taken and an estimate of charges to be paid). Signing the Rental Agreement is confirmation that the details are correct and true and your acceptance of: -

- the terms set out in the Rental Agreement;
- these Rental Terms including Annexures & Key Facts; and
- any Additional Terms provided, (together, the Agreement).

The Agreement is made with RB Enterprises (WA) Pty Ltd trading as Yello Truck Rentals.

The Agreement is governed by the laws of Australia.

If any term is illegal or unenforceable, that term is severed from the Agreement and the remaining terms continue to apply.

Responsibility

Ours:

We provide the vehicle in s good overall and operating condition and are responsible for replacing the vehicle in the event of breakdown theft or accident (unless caused by a Prohibited Use).

You have rights against us under consumer protection laws relating to the vehicle and other goods or services we provide to you under the Agreement that we cannot exclude or limit (Consumer Law Liability). Except for Consumer Law Liability, we will not cover you for indirect or consequential loss, loss of profits or loss of opportunity.

Without limiting our Consumer Law Liability, our total liability to you under the Agreement is capped at the amount paid by you to rent the vehicle.

We are not responsible for statements made by travel agents or third party booking services.

Yours:

You must care for, use and return the vehicle in accordance with the Agreement and pay the amounts due. You confirm and agree all information provided by you such as contact details are true and correct and consent to receiving notices and communications by electronic means (including but not limited to email).

Please read the Agreement carefully to understand your obligations in full.

Disputes

We aim to resolve all complaints and disputes amicably, within 15 business days. Further information regarding our disputes process contact:

Yello Truck Rentals Customer Care Team

Monday – Friday, 9.00am to 4.00pm

Email hello@yellotruckrentals.com.au

Privacy

When you rent with us, you consent to us collecting (including by in vehicle tracking), using and disclosing your personal information in accordance with our Privacy Policy.

If we provide you with credit, our Credit Policy together with our Statement of Notifiable Matters, will also apply to our collection use and disclosure of your credit and eligibility information (credit related information). Please see [Privacy & Credit section](#) for further information.

Longer Term Rentals

If your rental is 30 days or longer we, at our absolute discretion may invoice you at the end of each 30 day period automatically or at any time agreed with Yello Truck Rentals. Additional funds to cover the cost of your Rental Agreement will be collected for each 30 day period inclusive of rental charges, infringement and toll processing fees (where toll cover is not available) and any other related fees, charges or penalties.

Termination of Rental Agreement

We reserve the right to terminate your Agreement at any time by providing 2 days written or verbal notice if:

- you have not paid an invoice and you fail to pay the invoice within 24 hours of being notified by Yello Truck Rentals that invoice is outstanding;
- we reasonably believe you have breached, or are likely to breach, the Agreement; or reasonably believe the vehicle is being used for a Prohibited Use.

We may also terminate your Agreement at any time (with or without reason) on 30 days' notice and take the vehicle back at any time at your expense.

Any terms of the Agreement that are intended to apply after the termination of the Agreement, will survive including the terms in [Damage and Loss](#).

Pick up

Charges

You agree to pay Yello Truck Rentals for all charges with a credit card or Visa/Mastercard debit card that is accepted by Yello Truck Rentals or by cash at time of pick up. In addition you also authorise Yello Truck Rentals debit a security bond to cover other charges or liability that may arise during the rental period.

Your Rental Agreement will show the amount prepaid to Yello Truck Rentals and the security bond value. You authorise Yello Truck Rentals to charge your card for any amount owed to Yello Truck Rentals pursuant to your Rental Agreement. If the card is not in your name, you guarantee Yello Truck Rentals has authority to charge the card under the Agreement.

For a further explanation on the Rental Agreement charges, discuss with the location staff at time of pick-up or check online before travelling at www.yellotruckrentals.com.au

Vehicle

“The Vehicle” means the vehicle described on the Rental Agreement that Yello Truck Rentals supplies you, and includes all vehicle parts, tyres, tools (supplied with the vehicle), and all other accessories or equipment in or fitted to the vehicle by the manufacturer or by Yello Truck Rentals such as (but not limited to) keys, child restraint seats, GPS devices and in Vehicle Monitoring Systems;

“IVMS” means In Vehicle Monitoring System. IVMS may be fitted with a system which tracks and records the geographical location, distance and speed of the vehicle during the rental period. You agree that we can track and record your location and your use of the vehicle using the IVMS, which may include your personal information. See also [Privacy & Credit](#) section.

Condition. It is your responsibility to check the vehicle condition at the start of the rental period and on return. Pre-existing damage will be noted on the Vehicle Condition Report section of your Rental Agreement.

Care. You are responsible for looking after the vehicle, ensuring the vehicle is not used for Prohibited Use and for returning the vehicle in the condition Yello Truck Rentals provided it in, subject to fair wear and tear. You must ensure you use the correct fuel and check the tyre pressure, oil and other fluids, refilling as necessary.

The Yello Truck Rentals [Fair Wear and Tear Guide](#) can be found online at www.yellotruckrentals.com.au

Please see the [Damage and Loss section](#) to understand your responsibility for damage and loss to the vehicle and [Damage Policy](#) to understand how we will process damage caused during your rental.

Fuel. The vehicle is provided with a full tank of fuel. If the tank is not full, a credit for the extent to which the tank is not full is provided. You can either return the vehicle full or pay for us to refill the tank for you at the rate specified in the Rental Agreement plus a re-fueling service fee. Alternatively you can purchase FPO – Fuel Pre-payment Option. If you have purchased FPO you will not be required to refill the tank before returning and will have nothing more to pay for fuel.

Important - We ask you refill the vehicle within 15km of the return location and bring your fuel receipt with you upon your return. You may present a copy of the fuel receipt to a Yello Truck Rentals employee or leave a copy in the vehicle. If you do not provide evidence of the refill, we reserve the right to apply a re-fueling service fee. Please ask a Yello Truck Rentals Representative when you pick up your vehicle if you have any questions about re-fueling and associated charges.

Child seats/restraints. It is your responsibility to ensure appropriate child seats have been fitted for children travelling in the vehicle. Yello Truck Rentals is not responsible for any fines, injury, death or other losses caused by not having child seats fitted, having an incorrectly fitted child seat, or by not restraining children in the supplied child seats.

! You must comply with mandated seat belt and child seat restraint laws applicable in Australia. Fines may be imposed by police on any occupant not wearing a seat belt or who has not fitted or properly adjusted a child seat restraint for a child.

! You are responsible for the child seat in the vehicle.

! Never leave your child unattended in the vehicle.

Prohibited Uses

If the Prohibited Use has caused, or contributed to, loss or damage to the vehicle, you are liable to us for that loss or damage up to the full value of the vehicle and related losses and fees including 3rd party damage as explained in the [Damage and Loss section](#).

Prohibited Uses of a vehicle are: -

you or your passengers acted recklessly or with deliberate intent to cause damage to the vehicle including, but not limited to, where: -

- the driver caused the vehicle to roll, tip or fall over and this has caused damage to the side and/or roof area of the vehicle;
- the driver caused undercarriage damage to the vehicle;
- you or your passengers sit or stand on the roof of the vehicle;
- driving and maneuvering the vehicle which results in damage occurring above the windscreen line to the front, rear or side of the vehicle including but not limited to damage striking overhead or overhanging objects (such as trees and bridges) or driving into a barrier in a car park before it fully opens; or
- the driver drove the vehicle with a flat tyre, ignored a warning light, put the wrong fuel in the vehicle or lost the keys.
- driving the vehicle while under the influence of any drug, substance or intoxication liquor to the extent that the driver's ability to control the vehicle is impaired or where the driver's blood level of any drug or alcohol is over the applicable State or Territory legal limit. If a person refuses or fails to provide a breath, blood or other sample when lawfully required to do so by police or as required by law, the driver is deemed to be over the legal limit;
- smoking or vaping in the vehicle or failing to keep the vehicle clean and returning it in an excessively dirty or smelly condition;
- fitting of objects to the interior or exterior of the vehicle without authorisation by Yello Truck Rentals
- the driver fails to take reasonable precautions to safeguard the vehicle such as leaving the windows open or keys in the vehicle, or failing to use the anti-theft system (if provided);
- the vehicle is used for committing an illegal or unlawful act (other than a traffic offence which does not automatically result in loss of a drivers' licence in the applicable State or Territory);
- the use of the vehicle by a person who was not authorised by Yello Truck Rentals as the main or additional driver or did not meet the driver requirements in the Agreement;
- the vehicle is used on a racetrack for racing or undertaking reliability trails, rallies or other contests;
- the vehicle is sub-rented, transferred or sold;
- the vehicle is used to carry passengers (e.g. as a taxi or car sharing arrangement) unless Yello Truck Rentals consents in writing, or to carry cargo, for hire, reward or remuneration without Yello Truck Rentals prior consent;
- the vehicle is used for hauling any goods incorrectly or inappropriately loaded or for the haulage of which the vehicle was not designed (including any hazardous materials, such as any gases or substances which may form explosive mixtures); or

- the vehicle is used for towing a trailer or any other vehicle, unless the vehicle has a towbar fitted by Yello Truck Rentals in which case you have permission from Yello Truck Rentals to tow a trailer provided the weight and dimensions of the item being towed do not exceed the specified capacity of the vehicle (refer to the vehicle capacity guide via our website.
- the vehicle is overloaded with passengers and/or baggage;
- the vehicle is driven on a beach or through a flooded road or otherwise through a body of water (including but not limited to a pothole, ditch or riverbed), or natural disaster which could be avoided including fire, storm or cyclone;
- the vehicle is driven in restricted areas, including airport service roads and associated areas, or on a road notified to you as prohibited by Yello Truck Rentals or off-road (e.g. on fire trials, tracks, fields, or paddocks) (unless specified in writing by Yello Truck Rentals);
- The vehicle is driven in any of the following areas:
 - On unsealed roads (except for roads under repair, access roads to recognized camping or accommodation grounds) unless otherwise specified in writing by Yello Truck Rentals;
 - In the Simpson Desert, on the Strezlecki Track and the Birdsville Track;
 - In Western Australia on the Canning Stock Route, Tanami Track, Gunbarrel Hwy, Gibb River Road and the Bungle Bungles;
 - In Northern Territory on the Oodnadatta Track, the Plenty Highway, Finke Road (between Alice Springs and Oodnadatta), Central Arnhem Road and Arnhem Land in general, Lost City in Litchfield Park;
 - In Queensland on Bourke Development Road from Chillagoe to Normanton, Cape York during the months from December to May inclusive, Savannah Way from Normanton to Borroloola and the Bloomfield Track, the Old Telegraph Track section of the road to Cape York, Boggy Hole (Finke Gorge National Park), the Old South Road from Maryvale to Finke and Fraser Island at any time;
 - In alpine regions without the permission of Yello Truck Rentals.
 - Any other such location or region reasonably specified by Yello Truck Rentals to you as an area or region which is prohibited;

If Yello Truck Rentals permits you to drive in an alpine region:

- You must fit snow chains as required, ensure plastic hub caps are removed prior to fitting snow chains;
- Remember to tighten the chains after 50m to avoid damage to the rims and to put the hub caps back on the vehicle after removing the chains; and
- If you meet the above conditions, Yello-approved travel to alpine regions is covered by the Accidental Damage Excess included in your rental rate.

If the vehicle is used for a Prohibited Use:

- You are responsible for any damage or losses up to the full value of the vehicle and other fees, related losses and expenses including towing and 3rd party damage as explained in the [Damage and Loss' section](#);
- Your liability is not limited to the Accident Damage Excess (ADE);
- You lose the benefit of any Optional Renter Protection Services you have purchased; and
- We may terminate the Agreement and take back the vehicle at any time at your expense.

Drivers

Others may drive the vehicle provided you check the person meets the age and license requirements specified, and they must be added as an additional driver and show us their drivers license. An Additional Driver Fee is payable.

Any person driving the vehicle must be 25 years of age or over and must hold and present a current drivers licence that:

- is in English, or if not in English, is accompanied by a certified English translation;
- is valid for driving the vehicle;
- is not on a learner's permit or other extra-ordinary permit; and
- satisfies any other conditions on the Rental Agreement or in any additional terms.

Drivers without an Australian Drivers License, but instead hold an International Drivers License will be required to pay the International Drivers License Fee and will be required to show their passport.

During Your Rental

Fines, Tolls and Other Charges

You are responsible for all fines, private parking charges, road tolls and other similar charges incurred during the rental. We work with authorities to pass on notices of fines and parking charges to you and charge you a Processing Fee. If you incur toll charges during the rental, we on charge these tolls plus a processing fee (unless you have purchased Toll Cover). These charges are processed on your Card that you provided at the time of rental.

You may purchase Toll Cover (where available) to pre-pay a flat daily rate for your toll charges incurred during your rental. See [Optional Renter Protection Services](#).

! In addition to any fine, parking charge or toll you incur, we also apply a Processing fee to cover the time and costs we incur dealing with these matters. Please refer to Annexure 1 (Charges Explained).

Breakdown

Assistance: if you experience mechanical failure you must stop driving, park the vehicle and call our roadside assistance . You must not re-commence driving the vehicle unless directed to do so by the roadside assistance service.

Cost: we provide complimentary roadside assistance for vehicle problems that were not your fault. If the problem was your fault (e.g. running out of fuel, lost or locking keys in the vehicle), you are responsible for the cost of providing roadside assistance and any parts provided. If you have purchased Premium Roadside Assistance Cover, you will not pay the call out fee for roadside assistance, but you remain responsible for the cost of parts/repairs.

! You must not allow anyone to service or repair the vehicle without permission.

Accidents

If you have an accident or the vehicle is stolen you agree to co-operate with us in any investigation or subsequent legal proceedings.

You must take the following steps:

- Inform Yello Truck Rentals in the event of any accident irrespective of whether the vehicle is damaged or not, or in the event of theft or break-in.
- Report the accident/incident to police if anyone has been injured or property damaged.
- Complete the Vehicle Incident Report (VIR) providing details of your accident or theft including any third party information even if there was no damage to the vehicle, the VIR must be completed and signed by you and provided to a member of staff no later than the booked return date.
- **Do Not Admit Fault!** if you have an accident involving another vehicle, you must obtain the other driver's name, address, telephone number, email address, insurance company details, drivers license number, vehicle registration, vehicle make/model and a copy of the police report if one was created.
- For further details regarding accidents see [Damage Policy](#).

! You must provide all information related to the accident within 48 hours of any requests made by Yello Truck Rentals.

! You consent to and authorise Yello Truck Rentals to obtain copies of police witness statements or reports made in relation to the accident or for any police charges against you.

! Yello Truck Rentals may exercise reasonable discretion to terminate your rental and not provide a replacement if the accident or theft was caused by a Prohibited Use.

Damage and Loss

Responsibility:

If the vehicle is lost, stolen, abandoned or damaged during the rental, you are responsible for each incident even when it is not your fault (e.g. other driver's fault). The liability applies except to the extent:

- the damage constitutes fair, wear and tear in line with the Yello Truck Rentals Definition of Damage
- the loss or damage is directly due to our negligence or willful default including our failure to properly maintain the vehicle; or
- the damage or loss was caused by a third party and you comply with your obligations specified under Accidents so we have sufficient details about the third party and/or their insurer. We may charge you the estimated damages or your

applicable excess (whichever is less) per incident and once the loss or damage is recovered, we will refund you the difference owed; or

- the damages comprise of personal injuries covered by compulsory third party insurance or a statutory transport accident compensation scheme.

Incident liability

If the vehicle is lost, stolen or damaged, for each incident you are responsible for:

- the loss or damage to the vehicle;
- any towing and storage charges;
- loss of rental income; and
- other losses or expenses related to the incident;
- up to the Accident Damage Excess (ADE) amount per incident.

! The Yello Truck Rentals Claims Management Fee and External Damage Assessment Fee are additional charges and not included in the ADE.

Consequence of using Vehicle for Prohibited Use

If the vehicle is used for a Prohibited Use and this caused, or contributed to, loss or damage to the vehicle, you are liable to us for that loss or damage to the vehicle of up to the full value of the vehicle (and related losses and fees).

You are also liable for the incident Damages referred to above.

- ! Your liability to us is not limited to the ADE, and Yello Truck Rentals ADER or PADER insurance options will not apply to eliminate or reduce this liability.
- ! You are responsible for any third party property damage or loss arising from Prohibited Use and you must indemnify us for any claim made against Yello Truck Rentals for that damage or loss. Your liability for personal injuries resulting from the Prohibited Use of the vehicle is covered by the statutory schemes for transport accident compensation in each state or Territory, subject to conditions and limitations of those schemes.
- ! If the vehicle is used for a Prohibited Use, we may terminate the Agreement and take the vehicle back at any time at your expense.

Calculating and charging for Damage

The loss or damage will be calculated by Yello Truck Rentals and will be charged to your card in accordance with [Damage Policy](#).

Security

you are responsible for securing the vehicle including accessories and should minimize risk of theft or vandalism by parking in a safe place. Always remove valuable items from sight making sure the vehicle is locked. You must also comply with our return instructions.

Personal Possessions

You are responsible for loss or damage to your or your passengers' personal possessions in the vehicle under every circumstance. Loss or damage to personal possessions is not covered by Yello Truck Rentals mandatory insurance, ADER nor PADER and your liability will not be limited to the ADE.

Yello Truck Rentals does not offer Personal Accident/Personal Effects Cover. You should make your own enquiries with a third party in relation to this type of cover.

Purchase of Insurance from Third Party

If you purchase excess waiver insurance or similar from a third party to cover your liability to Yello Truck Rentals, you remain liable for payment to us irrespective of whether you obtain reimbursement from your insurer.

Return

You must return the vehicle to the return location by the date and time specified on your Rental Agreement, or as otherwise agreed with us in writing, or additional charges will apply.

Your rental charges are calculated in periods (midnight to midnight or part thereof) from the time and date shown on the Rental Agreement. These periods are also referred to as "days" for the purpose of calculating rental fees and charges. A 'grace period' of 59 minutes at no extra charge may be extended to you at the absolute discretion of Yello Truck Rentals. If

you return the vehicle later you will enter a new period and be charged for that and every successive period you enter at the current, full standard rate.

For Example: John picks-up a vehicle at 09:00am on a Friday and returns it at 09.00am on Sunday. In this example John would be charged for 3 days/periods (Friday, Saturday & Sunday).

We will check the vehicle on your return and apply any additional charges that may arise from your use of the vehicle, such as for fuel. We will provide you a revised invoice on return of the vehicle if the amount owing is different to the charges provided time of pick up.

Some charges can't be finally determined on return; such as fines, tolls, or damage costs related to the vehicle. We may recover additional charges by charging your Card within 180 days after the rental period. We will provide an invoice record of these charges by email on request. If these charges are not paid (e.g. credit card is rejected or invoice is not paid) for 7 days, you agree this will be an application by you for credit.

If you do not pay amounts due to Yello Truck Rentals under your Rental Agreement (including any credit provided to you) in accordance with this Rental Agreement you must pay interest calculated at the rate set out in [Charges Explained](#).

Outside Operating Hours

You may return the vehicle outside Yello Truck Rentals operating hours with our prior agreement, in which case you must:

- Park and lock the vehicle in a designated parking bay organised by Yello Truck Rentals;
- Complete the return details on the back of this Rental Terms booklet and leave in the vehicle with any other applicable documents (such as Fuel receipt or a Vehicle incident Report Form);
- Ensure you remove all belongings when you return the vehicle to Yello Truck Rentals. We are not liable for property left in the vehicle when returned to Yello Truck Rentals. If property is found in the vehicle after you leave, we will take reasonable steps to return lost property to you. You may be charged the cost of postage or courier plus a Processing Fee.
- Follow the instructions you were given at the time of pick-up for the return of keys. Do not hand keys to any person when you park the vehicle, even if they appear to be a Yello Truck Rentals representative;
- ! You remain responsible for the vehicle, including damage, until we regain possession of the vehicle. "Regained possession" takes place at the time Yello Truck Rentals inspects the returned vehicle (generally within 4 hours of return during office hours or upon opening time the next day if the vehicle is returned out of hours).

Variations

Change to Time or Location

To change the return time or location, you must call us at the number provided on the Rental Agreement. Any amendment to the agreed return arrangement is at our discretion and may involve additional charges such as a One Way Fee.

Wrong Location

If the vehicle is returned to another location without Yello Truck Rentals approval, you may be charged the One Way Fee.

Repossession of the vehicle

If you fail to return the vehicle to Yello Truck Rentals when required under the Rental Agreement (other than due to a reported accident or incident such as theft), then following a written demand to you Yello Truck Rentals:

- may take steps to recover and repossess the vehicle. You authorize and make all reasonable efforts to obtain the right for Yello Truck Rentals to enter any premises for the purpose of recovering or repossessing the vehicle; and/or
- may deem the vehicle stolen and report it stolen. Yello Truck Rentals may then de-register the vehicle and you will be responsible for any & all loss (including third party personal and property damage associated with the vehicle).

! You will be responsible for rental charges loss or damage to the vehicle (up to the full value of the vehicle), the Yello Truck Rentals Claims Management Fee, External Damage Assessment Fee, any towing and storage charges, loss of rental income, any repossession charges incurred to recover the vehicle and other losses or expenses related to the incident. This liability to Yello Truck Rentals is not limited to the ADE, and the reduced excesses under Yello Truck Rentals ADER or PADER will not apply to reduce or eliminate this liability.

Responsibility for Losses

Without limiting Yello Truck Rentals' rights to loss or damage under other clauses, if you breach the Rental Terms and such breach causes, or contributes to, loss suffered by Yello Truck Rentals or a third party then we may recover those losses from you. This does not include any losses to the extent caused, or contributed to, by Yello Truck Rentals.

- ! “Losses” includes but is not limited to rental charges, fines, liabilities, costs and expenses (including reasonable legal expenses), third party claims, repair or replacement costs, towing and salvage costs, loss of ability to rehire, generate revenue or economic loss.

Annexure 1 – Charges Explained

Providing Credit

We may provide you with credit under the Agreement by deferring payment of your rental charges for 7 days or more. If we do, we fall within the definition of a 'credit provider' under the Australian Privacy Act 1988, and the Credit Reporting Code registered under that Act. Depending on who you are and the purpose of your rental arrangement we may provide you with commercial or consumer credit.

If you do not pay the full balance of your rental charges due on your return of the vehicle (for example, because we cannot process the payment on your credit card) you agree this constitutes an application by you for credit because the payment of this balance is deferred by us for 7 days. We will notify you of the amount of credit and when payment is due. You agree that on the due date we may process the payment of the full amount on your card. If you remain in default in payment of the deferred balance for more than 7 days after we notify you interest will be charged.

Where interest is payable on any outstanding rental charges or other amounts due under the Agreement this interest will be compounding and calculated daily from the next day after the due date up to and including the date of payment at the rate of 14%.

Charges

Your Rental Agreement provides an estimate of the charges applicable to your rental. These charges may typically include the following:

Compulsory	
Rental Rate	The daily rental charge noted on the Rental Agreement for each rental day. Extra hours exceeding the "grace period" are charged as an additional day.
Compulsory Insurance Rate	This is a daily charge applicable to all Yello' vehicles that reduces your liability to us in the event of collision damage to the amount of the applicable Accident Damage Excess (ADE).
Kilometre Rate	You may have limited kilometres depending on your pick-up location. If a limit on distance applies, the daily kilometre allowance will be shown on your Rental Agreement. If you exceed this daily allowance, a charge will apply for the additional kilometres travelled.
Registration Plate Fee	This is a fixed fee to cover costs in relation to vehicle registration fees. It will be listed on your rental agreement
Admin Fee	This fee may vary from location to location and is levied as a percentage of charges, fees and other amounts you pay to Yello Truck Rentals which includes amounts you pay for damage of the vehicle. The % fee will be shown on your rental agreement.
Young Renter	Drivers under the age of 25 are prohibited.
International Driver	A fixed fee to cover administration associated with recording each International Drivers
Optional	
Additional Driver	A standard fee for each additional driver added to your rental, advised at the time of reservation.
One Way Fee	May apply if you return the vehicle to a location different from the start location. You will be advised at the time of reservation if you are permitted to return the vehicle to a different location and if so, any applicable fee.
Delivery & Collection Fees	May apply if you request that your vehicle is delivered to or collected from a location other than our rental location(s). You will be advised of the charge at the time of the request.
Optional Renter Protection Services	The Rental Agreement will show if our Optional Renter Protection Services have been accepted or declined by you or otherwise included in your rate. We also show the Accident Damages Excess (ADE) applicable to your rental (which depends on whether you have purchased Yello Truck Rentals ADER or PADER) and the full charge applicable for the rental period, inclusive of GST.
Optional Equipment	The Rental Agreement lists any optional equipment you have selected, showing the full charge for the rental period.
Card Surcharge	A percentage rate noted on the Rental Agreement of any amount charged to a Card. (also known as Merchant Fee Surcharge)

Total	
Estimated Rental Charges	Your total estimated charges lists the rental rate, discounts applicable kilometre charges at the start of the rental including GST. Charges are 'estimated' because they exclude any potential fuel or other charges you may incur through your use of the vehicle during your rental.
Total Estimated Rental Charges	Total of all estimated charges including GST.

Potential Additional Fees

You may incur additional fees as a result of your use of the vehicle or other incidents that occur during the rental (aside from your liability for damage or loss to the vehicle). These include the following:

Fuel	
Refueling Price	If you don't fill up the vehicle on return and haven't opted for FPO, we will charge you a price per litre to fill the tank and a Refueling Service Charge.
Vehicle Condition	
Yello Truck Rentals Claims Management Fee	Charge to cover our costs for dealing with damage.
External Damage Assessment Fee	Damage assessment fee charged to Yello Truck Rentals by an external damage assessor.
Vehicle Use	
Fines & Infringement Admin Fees	Charge to cover the cost of dealing with charges and penalties, such as traffic fines, private parking charges, penalties and toll way use (where Toll Cover is not purchased).
At fault Roadside Assistance	If the driver is at fault this charge covers the cost of providing breakdown or roadside assistance.
Early/Late Return/Cancellation	
Early Return Fee	May apply if you committed to a rental term, then returned the vehicle early. You will pay for the days used, and we reserve the right to charge an Early Return Fee to compensate us in part for our inability to rent the vehicle during the remaining time reserved for your use. Early Return Fees are calculated as:- 1 day early – fee equal to 1 day hire 2 days early – fee equal to 2 days hire More than 2 days – fee equal to 3 days hire
Additional Rental Days	You may be charged extra days rental plus mandatory insurance for any part of a 24 hour period entered into after the specified return date/time at the current rental rates until the vehicle is returned.
Cancellation Fee	May apply if you prepaid your rental charges, committed to rental terms and then cancelled the booking prior to the original pick up. More than 7 days before pickup time – no fee applicable Less than 7 days, but more than 24 hours before pickup time – fee equal to 1 days hire Less than 24 hours before pickup time – fee equal to 3 days hire

Please ask at the counter for details or check online at www.yellotruckrentals.com.au

Annexure 2-Damage Policy

your responsibility for damage is set out in the Damage and Loss section of the Rental Terms. This policy covers how we assess and charge for damage and how we deal with any disputes.

Checking the vehicle at Pick Up

We provide a summary of any damage on the Vehicle Condition Report (VCR) found on the Rental Agreement at the start of your rental. You must check the condition of the vehicle when you collect it and if there is any discrepancy approach a Yello Truck Rentals representative and request the Vehicle Condition Report be amended. You are also invited to take a time stamped photograph of the relevant pre-existing damage before leaving the rental location and on return of the vehicle and show a Yello Truck Rentals representative on return.

We will inspect the vehicle on your return and provide a Vehicle Incident Report (VIR) to record any new damage, which will not include any fair wear and tear.

Fair wear and tear is the “ordinary wear due to reasonable use” and includes minor scratches and chips, small dents and normal wear on tyre treads and wiper blades. Review the Definition of Damage Flyer found online at www.yellotruckrentals.com.au or provided at the start of your rental.

At the time of return you should allow time to complete the inspection of the vehicle with our staff and agree any damage. If you don't have time or you return the vehicle outside operating hours, we will inspect the vehicle within 4 hours of return or the location re-opening. If you took a photo of the vehicle at pick up (or not later than 60 minutes after leaving the location where poor weather or bad light prevented pick-up inspection prior to your pick-up departure), show a Yello Truck Rentals representative.

Damage, Assessment and Charging

There are three common scenarios:

- i. Damage agreed on return
For damage agreed with you on return, we will take the relevant photos, create a Vehicle incident report (VIR) and organise an assessment.
 - ii. Damage not agreed because you are not present
If you are not present on return, we inspect the vehicle within 4 hours of return or location re-opening, take the relevant photos of the vehicle, create a Vehicle Incident Report (VIR) and organize an assessment.
 - iii. Significant Damage
If the damage is significant we will create a Vehicle Incident Report (VIR), refer it to our damage assessors for evaluation and organize a cost assessment.
- * *A Vehicle Incident Report (VIR) may be in the form of photographs, text or a combination of both and may be in printed or electronic format such as an email*

We aim to deal with a damage assessment in a quick and practical way by using our inhouse repair assessment process to ensure you are accurately charged the relevant damage cost assessment. Although we may charge you an estimated amount or the applicable excess (whichever is less), we will reimburse you if the amount of the damage cost assessment is less than this.

We provide you the following documents in respect of damage:

- (i) A system generated email/letter outlining the damage to the vehicle;
- (ii) Photos of the damage to the vehicle;
- (iii) The Rental Agreement listing the date, time and return location and any pre-existing damage;
- (iv) The final tax invoice/statement of charges that includes the amount charged for damage to the vehicle and other fees and losses related to the damage;
- (v) The Vehicle Incident Report (VIR); and
- (vi) A damage cost assessment from a repair body shop and/or the invoice for the repairs.

We will charge your Card with the amount set out in the final tax invoice that we send to you. If we charge your Card with an estimated amount or the applicable excess, and the amount of final invoice is less than the amount charged, we will reimburse you for the difference.

Calculation of loss of rental income

Loss of rental income will be calculated by multiplying the number of days the vehicle is unavailable to rent due to repairs or replacement by 70% of the then current daily rate of rental of that vehicle.

Damage Disputes

Damage claims are unique and resolution time frames for each claim varies as we may be required to liaise with outside parties and arrange for the repair of vehicles. We will respond to you within 15 days with an update to your claim.

If you wish to dispute our assessment of damage, please contact the Yello Truck Rentals Claims Management Team on:

1300 447 393

Email hello@yellotruckrentals.com.au

! If the vehicle has been damaged during your rental, the following pages of this document can be referenced for clarity:

- [Prohibited Uses](#)
- [Damage & Loss](#)
- [Accidents](#)

Annexure 3 – Optional Renter Protection Services

We provide Optional Renter Protection Services to cover the main risks associate with driving the vehicle. These may be included in your rate or available as optional extra products. Key benefits, limitations and exclusions for these products are summarised below.

Accident Damage Excess (ADE) is a mandatory inclusion and reduces your liability to us for loss or damage up to the amount of the applicable excess (stated on your Rental Agreement). It applies to each incident of damage or loss caused except in the event of a Prohibited Use.

Examples of damage covered by ADE include:

- Impact with a fixed or moving object (e.g. damage caused by an accident).
- Loss of Vehicle control (not caused by driver negligence)
- Unavoidable natural events, such as snow, hail or rock fall.
- Fire caused by vehicle defect, including electrical fault, or from adjacent fire or explosion, criminal or terrorism acts.

Optional Renter Protection Services

The purchase of Yello Truck Rentals insurance options, “ADER” or “PADER” may reduce your liability for loss or damage to the vehicle.

Yello Truck Rentals ADE, ADER or PADER are not insurance policies and do not provide protection in the event of loss or damage arising from a Prohibited Use. They do not cover infringements including traffic and parking fines, and private parking charges which are on-charged to your Card. They do not cover standalone windscreen, window, wheels or tyres. The Hirer is liable for the full replacement/repair value of standalone damage to vehicle windscreen, windows, wheels or tyres.

Yello Truck Rentals Insurance Options

ADE (Mandatory)	ADER	PADER
Accident Damage Excess	Accident Damage Excess Reduction	Premium Accident Damage Excess Reduction
A mandatory inclusion that reduces your liability to us for loss or damage up to the amount of the applicable excess (stated on your Rental Agreement). It applies to each incident of damage or loss caused except in the event of a Prohibited Use.	For an additional one-off fee your liability to us for loss or damage is further reduced to the value stated on your rental agreement when selected. It applies to each incident of damage or loss caused except in the event of a Prohibited Use.	For an additional one-off fee your liability to us for loss or damage is further reduced again to the value of the Bond (stated on your Rental Agreement) when selected. It applies to each incident of damage or loss caused except in the event of a Prohibited Use.

PERSONAL ACCIDENT/PERSONAL EFFECTS (PA/PE)

Protection for loss of/damage to your possessions

Yello Truck Rentals does not offer a Personal Accident/Personal Effects (PA/PE) cover option. We are not responsible for any loss or damage to your or your passengers’ personal possessions in the vehicle under any circumstance.

Statutory transport accident compensation schemes operate in each State or Territory which cover personal injury in the event of an accident, subject to the conditions and limitations of those schemes.

Should you require this type of coverage you will need to make your own enquiry with a suitable insurance service provider. Yello Truck Rentals does not advocate or endorse any third party insurance products.

You agree to indemnify Yello Truck Rentals against any liability for all instances of loss or damage to your or your passengers’ person or personal possessions.

Premium Roadside Assistance Cover (PRAC)

Your liability to Yello Truck Rentals for breakdown costs (which are your fault)

Yello Truck Rentals does not offer a PRAC option.

Toll Cover

Pre-pay a flat daily fee to cover unlimited toll charges as advised at the time of reservation.

Annexure 4 – Privacy & Credit Notice

When you rent a vehicle, we need to collect, store, use and disclose personal information about you to provide the services you request and for related purposes described below. You agree you and your authorised drivers have read and understand how we process personal information in accordance with our Privacy Policy available online at

www.yellotruckrentals.com.au.

Our Credit Policy explains how we manage credit related information (credit and eligibility information) collected and held. Our Statement of Notifiable Matters explains disclosures taken in relation to your credit information and certain rights you have. These are available online at www.yellotruckrentals.com.au.

If you do not provide us with personal information we request, this may impact on the service we can provide.

How we collect our personal information

We collect personal information from or about you when you request our services to rent a vehicle, when you pick up and use a vehicle (if the vehicle has an In Vehicle Monitoring System), when you return the vehicle and when you provide payment details.

We may take photographs of the vehicle when you pick up and return, and may operate CCTV cameras at our locations which may include images of you, authorised drivers and passengers.

We may also take a photo of your person and a photo or photocopy of your driver's license to confirm the information provided.

Uses and disclosures of personal information

We use the personal information for our legitimate interests and operations in connection with providing vehicle rental and related services including damage monitoring and reporting, responding to accidents and other incidents involving the vehicle, processing payments and charges, debt recovery, fraud prevention, insurance claims and credit management.

We may need to disclose your personal information to our insurers, our service providers (including online), to authorities who collect toll charges, fines and other road related charges, to the police on their request, to credit defaults on their commercial database and to our debt collection agencies.

Vehicle

If you use a Customer ID or Reward/Promo ID linked to a company, you agree we may share your personal information with that company in relation to your rental.

Overseas disclosures

We may disclose your personal information to third parties who are located overseas, including Yello Truck Rentals related companies, insurance companies and our service providers.

Marketing

We may use and disclose your personal information for marketing purposes. We may, with your consent, send you direct marketing by email, text message or by post. You can opt-out of receiving direct marketing at any time by following the unsubscribe function in the message we send.

Privacy Complaints

Our Privacy Policy explains how to complain if you believe Yello Truck Rentals has interfered with your privacy and how Yello Truck Rentals will handle your complaint. Refer to Annexure 5 (Contacts).

Access to and correction of your personal and credit related information

We may disclose your credit information to credit reporting agencies, including if you default on overdue payments in connection with consumer credit we have provided you. We may also disclose your credit and eligibility information to our debt collectors and other credit providers.

You have the right to access on request the credit related information we hold about you, subject to certain exceptions. You can also ask us to correct that information our Credit Policy explains how to make and access correction requests and how requests are dealt with in connection with credit related information.

Our Credit Policy explains how to complain if you believe we have not acted in compliance with our obligations as a credit provider under the Privacy Act or the Code and how Yello Truck Rentals will handle your complaint. Our Statement of Notifiable Matters compliments our Credit Policy explain the credit reporting agencies who we may disclose your credit information to and certain rights you have in relation to your credit information (including your right to access or to seek correction of credit information we hold about you, your right to make a complaint to use and to request credit reporting agencies not to use your credit reporting information for pre-screening or direct marketing by a credit provider).

Annexure 5 – Contacts

If you need to discuss any aspect of your rental or, are not happy with your rental experience, you have the following options:

Ask us...

During Your Rental

If you have any questions or problems during your rental (e.g. to change the Return Time or return location) you can telephone our Concierge or relevant location at any time using the number provided on the Rental Agreement.

You can raise any other issues arising from the rental with our location staff on return.

Independent Advice

You are, of course, free to continue to seek redress through any other means, such as through the courts, if you remain unsatisfied.

After Your Rental

If you disagree with any charges on your return, or have a complaint relating to your rental experience or privacy, you should email us at hello@yellotruckrentals.com.au or via the webform available on our website or by using the contact details on your Rental Agreement.

The Yello team will listen to your feedback and aim to help resolve any issues within 15 business days.