

### TERMS AND CONDITIONS OF STANDARD RENTAL AGREEMENT

#### OUR COMMITMENT TO YOU

The Avis Group is a leading car rental group in the world and the winner of major Quality and Customer Service Awards internationally, servicing both the leisure and business traveler. We are committed to providing quality, service and value for money. In particular:

- We provide only current model vehicles; and
- Our vehicles are serviced and maintained in accordance with manufacturers' recommendations.

#### INTERPRETING YOUR RENTAL AGREEMENT

1 The Rental Agreement ('**Rental Agreement**') between Avis and You is made on the date shown on the Rental Document you have signed in respect of the Vehicle ('**Rental Document**'), and is made up of that Rental Document and these Terms and Conditions. In these Terms and Conditions.

'**Accessory**' means any equipment set out in the Rental Document, including (as applicable) any global positioning system receiver or similar device or any child restraint, booster or similar equipment;

'**Avis Insurance Policy**' means a policy of liability insurance held by Avis for your and an authorised Driver's liability to a third party for damage to the property of that third party which is caused by the legal use of the Vehicle by You or an Authorised Driver;

'**Authorised Driver**' means:

- an additional driver who signs the Additional Drivers Form or Rental Document;
- Your spouse; or
- Your employer or a fellow employee, if either is engaged in activities that are incidental to Your business duties;

'**Avis**' means Toyota Tsusho(Tonga) Ltd. trading as 'Avis Tonga' or, where applicable, an independent Avis Rent A Car System licensee; '**Collection Costs**' means Avis' reasonable costs of collecting unpaid Rental Charges from You (including Avis' legal costs) and Avis' administration fee. These costs will be confirmed in writing.

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

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

'**Overhead Damage**' means damage to the Vehicle or property of any third party caused by the Vehicle coming into contact with anything above the top of the door seal and the top of the front and back windcreens;

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

'**Rental Period**' means the period commencing on the date shown on the Rental Document and ending on the date that You return the Vehicle to Avis; '**Underbody Damage**' means damage to the Vehicle caused by the Vehicle coming into contact with anything below the bottom of the door seal and the bottom of the front and rear bumper bars;

'**Vehicle**' means the vehicle described on the Rental Document (or any substitute vehicle), and includes its parts, components, keys, remote opening devices, all Accessories and contents supplied by Avis; and

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

'**Your Account**' means Your debit card, credit card or Avis charge account to which Your Rental Charges are to be debited.

#### DRIVER

2.1 You agree and acknowledge that:

- only You or an Authorised Driver will drive the Vehicle; and
- You and any Authorised Driver hold a current licence (not being a learner's licence or provisional licence) to drive the Vehicle and have been licensed to drive vehicles of the same category as the Vehicle for at least 12 consecutive months.

2.2 You are responsible for the acts and omissions of an Authorised Driver or any other person you allow to drive the vehicle and neither you nor any unauthorised driver will have the benefit of the Loss Damage Waiver option or Excess Reduction option (if accepted or included in your rate) if you allow an unauthorised driver to drive the Vehicle.

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

3.1 You and any Authorised Driver must only use the Vehicle on a road which is properly formed and constructed as a sealed, metalled or gravel road.

3.2 You and any Authorised Driver must not, unless authorised in writing by Avis, drive or take the Vehicle:

- on beaches or through streams, dams, rivers or flood waters; or
- Off the main island where the vehicle has been rented.

#### USE OF THE VEHICLE

4.1 You and any Authorised Driver must:

- not use, or allow the Vehicle to be used, for any illegal purpose, race, contest or performance test of any kind;
- not, without Avis' prior written consent, use, or allow the Vehicle to be used, to push anything;
- not use the vehicle in contravention of any road traffic act or road safety act.
- not carry, or allow the Vehicle to carry, more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle;

- not be under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit.
- not, without Avis' prior written consent, use or allow the Vehicle to be used to carry passengers for payment of any kind;
- not use the Vehicle when it is damaged or unsafe;
- not drive the Vehicle after an accident or hitting an object (including an animal) until You have obtained Avis' approval to do so;
- not use the Vehicle to transport goods, except in compliance with all necessary approvals, permits, licences and government requirements (to be obtained at Your cost) and in accordance with the Manufacturer's Specifications and Avis' recommendations;
- not, without Avis' prior written consent, use the Vehicle to carry any inflammable substance which has a flash point under 22.8°C or any other explosive or corrosive substances;
- not use the Vehicle for the conveyance or towing of any load unless You have Avis' prior written consent; the load is correctly loaded and secured and not in excess of that for which the Vehicle was manufactured; for towing, the Vehicle is fitted with a tow bar; and the conveyance or towing is undertaken in accordance with the Manufacturer's Specifications and Avis' recommendations; and
- not use the Vehicle in contravention of any law.

4.2 You must pay for all parking, speeding and traffic infringements and tolls in respect of the Vehicle during the Rental Period.

#### MAINTENANCE, SECURITY AND SAFETY

5.1 You and any Authorised Driver must:

- Maintain all of the Vehicle's engine oils and engine coolant levels to the Manufacturer's Specifications;
- fill the Vehicle with only the fuel type specified in the Manufacturer's Specifications;
- keep the Vehicle locked and the keys under Your or the Authorised Driver's personal control at all times; and
- comply with all applicable seat belt and child restraint laws.

5.2 Avis will provide 24 hour roadside assistance for all inherent mechanical faults (as determined by Avis or its authorised repairer) at no additional cost provided that the fault does not arise as a result of any unauthorised use of the Vehicle in breach of clauses 3 or 4.1.

5.3 For each roadside assistance callout (for refuelling, a 'jump start', a tyre related incident, lost keys, keys locked in vehicle, or a flat battery due to lights or other electrical equipment being left on), You will be charged the Roadside Assistance Fee.

5.4 You must not have repairs to the Vehicle carried out unless Avis authorises You to do so. Avis requires verification of the cost of repairs for reimbursement and GST purposes. You should obtain an original tax invoice/ receipt to assist Avis. Avis will reimburse You for any repairs to the Vehicle authorised by it, provided that the cost of those repairs is verified. To the extent that Avis cannot verify the cost of repairs, Avis will not reimburse You.

#### RETURN OF VEHICLE

6.1 You must return the Vehicle to Avis:

- to the place, on the date and by the time shown on the Rental Document unless you have informed Avis of a change prior to the return date and Avis has agreed to the change; and
- in the same condition as it was at the commencement of the Rental Period, fair wear and tear excepted.

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

6.3 Despite clauses 6.1 and 6.2, You must return the Vehicle to an Avis location during normal business hours.

6.4 If:

- You return the Vehicle on a date, or at a time, or to a place other than that shown on the Rental Document; or
- You do not comply with any special conditions set out in the 'Rates' section on the Rental Document, the rates shown on the Rental Document will not apply and You must pay the Avis standard rate for the Vehicle for the Rental Period.

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

- the credit limit on Your method of payment would be exceeded by the debiting of the Rental Charges for a requested extension of the rental of the Vehicle or if a 'one-way fee' becomes payable by You;
- the Rental Period expires without satisfactory arrangements having been made by You with Avis; or
- Avis reasonably suspects that:
  - the Vehicle may be used for an unlawful purpose;
  - damage to the Vehicle, or injury to persons or property, is likely to occur; or
  - the Vehicle will be involved in an industrial dispute.

6.6 If You do not return the Vehicle on the date and by the time shown on the Rental Document

(or any extended date or time agreed with Avis) then:

- (a) after written notice to You and if the location of the Vehicle is unknown, Avis may report the Vehicle as stolen to the Police; and
- (b) You must pay Avis all Rental Charges (including additional Rental Charges) and compensate Avis in accordance with clause 8 for any loss Avis suffers (including all additional costs Avis incurs in recovering the Vehicle) up to the time that the Vehicle is recovered by Avis.

#### FUEL

- 7.1 You must fill the Vehicle only with the fuel type specified in the Manufacturer's Specifications.
- 7.2 If You do not select the 'Prepaid Fuel Option' (where available), and You return the Vehicle with less fuel than it had when You rented it, You must pay the Fuel Service amount per litre as set out on the Rental Document.
- 7.3 The fuel level of the Vehicle at the time You rent it and at the time You return it to Avis is determined by visual inspection by Avis of the Vehicle's fuel gauge.

#### LOSS DAMAGE WAIVER, COLLISION DAMAGE WAIVER AND DAMAGE AND LOSS OF PROPERTY

- 8.1 Subject to this clause 8, You are liable:
  - (a) for the loss of, and all damage to the Vehicle; and
  - (b) for all damage to the property of any person:
    - (i) which is caused or contributed to by You or any person You allow to drive the Vehicle; or
    - (ii) which arises from the use of the Vehicle by You or any person You allow to drive the Vehicle.

This clause 8 does not apply to any damage or loss for which Avis is liable to You under this Rental Agreement.

*Remember that references to the 'Vehicle' include all of its parts, components, Accessories and contents (see the definitions of 'Vehicle' and 'Accessory' in clause 1).*

- 8.2 Subject to clauses 8.3 and 8.4, Avis waives Your liability under clause 8.1 for damage to, or loss of, the Vehicle and will ensure that You and any Authorised Driver are entitled to be indemnified under the Avis Insurance Policy, if:

- (a) You accept and pay for the Loss Damage Waiver option on the Rental Document (or if it is included in Your rate); and
- (b) You pay the Excess Amount for each separate event involving:
  - (i) damage (including hail damage) to, or loss of, the Vehicle; or
  - (ii) damage to the property of any third party which is caused by the use of the Vehicle by You or an Authorised Driver.

- 8.3 **Additional amounts payable:** In addition to Clause 8.2, You must always pay to Avis the following costs and fees:

- (a) the cost of repairing any:
  - (i) Overhead Damage or Underbody Damage;
  - (ii) water damage to the Vehicle;
  - (iii) damage to the Vehicle or to the property of any third party caused by a breach of clause 3, 4.1 or 5;
  - (iv) damage to a tyre or an Accessory not attributable to normal wear and tear; and
  - (v) damage to the Vehicle or to the property of any third party caused deliberately or recklessly by You, any other driver of the Vehicle or any passenger carried during the Rental Period;
- (b) the cost of replacing, if lost or stolen, an Accessory; and
- (c) if You have breached the Rental Agreement, a per day loss of revenue fee based on the estimated downtime of the Vehicle.

- 8.4 (a) For the purposes of this clause 8.4, 'Recovery Costs' means, in relation to the loss of, or damage to, the Vehicle;
  - (1) any appraisal fees;
  - (2) any towing, storage and recovery costs; and
  - (3) an administrative fee reflecting the cost of making arrangements for repairs and towing and other administrative activities.

- (b) If clause 8.1, 8.2 or 8.3 applies, You must pay to Avis, or Avis may debit Your Account with, the Excess Amount at the time of loss of, or damage to, the Vehicle pending Avis' assessment of the loss and damage and, if applicable, the repair of the Vehicle, subject to Your right to a refund under clause 8.5(b).

- (c) For the purposes of calculating any refund under clause 8.4(b), Avis will add the Recovery Costs to the amount of the costs of damage and repair to the Vehicle.

- (d) If clause 8.3 applies, and if the total of the Recovery Costs and the costs and fees that You must pay under clause 8.3 is greater than the Excess Amount (with the difference being the 'Gap Amount'), You must pay to Avis, or Avis may debit Your Account with, the Gap Amount.

- 8.5 (a) Where You are required to pay Avis under this clause 8, the amount You must pay for any loss, damage, repair, cost or fee:
  - (1) may be reasonably determined by Avis; and
  - (2) in relation to damage to the Vehicle, is the lesser of the cost of repairs to the Vehicle or the market value of the Vehicle at the time of the damage.

- (b) If the amount determined by Avis and paid by You under this clause 8.5 exceeds the final cost of the loss, damage or repair, Avis will refund the difference to You.

- (c) Avis will provide details to You of the final cost of the loss, damage or repair on request by You.

#### CLAIMS AND PROCEEDINGS

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

- (a) promptly reports the Incident to the local police (if required by law);
- (b) promptly reports the Incident in writing to Avis;
- (c) does not, without Avis' prior written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability in relation to the Incident;
- (d) permits Avis or its insurer at its own cost to bring, defend, enforce or settle any legal proceedings against a third party in Your name in relation to the Incident;
- (e) permits or ensures that Avis may claim in Your name or that of the Authorised Driver under any applicable Substitute Vehicle Insurance, and assist, and cause the Authorised Driver to assist Avis in making such a claim, including assigning any right to claim under any Substitute Vehicle Insurance to Avis; and
- (f) completes and furnishes to Avis within a reasonable time any statement, information or assistance which Avis or its insurer may reasonably require, including attending at a lawyer's office and at Court to give evidence;

- 9.2 Avis will meet Your reasonable out-of-pocket expenses in complying with clause 10.1(e) or 10.1(f).

- 9.3 If you do not comply with clause 10.1(b), and Avis is unable to investigate the Incident, Avis will debit all Rental Charges to Your Account pending receipt of Your report about the Incident.

#### PAYMENT

- 10.1 At the end of the Rental Period, You must pay Avis:
  - (a) all Rental Charges;
  - (b) any amount paid or payable by Avis or You to any person arising out of Your use of the Vehicle or imposed on You or Avis by any government or other competent authority;
  - (c) the replacement cost (as reasonably determined by Avis) for a lost or stolen Accessory; and
  - (d) any other amount for which You are liable to Avis under the Rental Agreement, in respect of a breach of the Rental Agreement or otherwise. Avis will provide details to You of any amount payable under this clause 11.1.

- 10.2 Each Rental Charge calculated and invoiced to You at the time of the return of the Vehicle is subject to subsequent verification by Avis. If a Rental Charge is to be adjusted, Avis will provide details to You if Avis has Your contact details.

- 10.3 The minimum charge You must pay for the rental of the Vehicle is an amount equivalent to:
  - 10.3.1 one day's rental at the 'daily rate' shown on the Rental Document (subject to clause 6.4); plus

10.3.2 the amount payable for the number of kilometres driven during the Rental Period.

- 10.4 Distance charges are measured from the Vehicle's odometer.

- 10.5 You authorize Avis to charge all amounts payable to Avis under the Rental Agreement to Your Account.

- 10.6 If You pay Your Rental Charges by debit card, You acknowledge that it may take up to 7-10 business days for Your financial institution to release any amount which has been authorized by that institution at the request of Avis under clause 11.5 which is in excess of Your Rental Charges.

- 10.7 Avis will pay, within a reasonable time, any refund due to You by such method as Avis may reasonably choose.

- 10.8 If you fail to pay any amount due under or in connection with the Rental Agreement within 14 days of the date by which You were required to pay the amount, You must also pay Avis

10.8.1 interest at 10% per annum (compounded daily) on the amount from the expiry of 14 days from the date on which You were required to pay the amount to the date of payment; and

10.8.2 on and as demanded, Avis' Collection Costs including interest on Avis' Collection Costs calculated in accordance with Clause 11.8(a) from the date of demand.

#### TERMINATION

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

- 11.2 Subject to clauses 6.2 to 6.6 (inclusive) and 11.3, You may terminate the Rental Agreement at any time by returning the Vehicle to Avis.

#### PROPERTY IN VEHICLE

- 12 Unless Avis or an Avis employee acting in the course of their employment is negligent, Avis is not liable to any person for any loss of, or damage to, any property:

- (a) left in the Vehicle after its return to Avis; or
- (b) stolen from the Vehicle or otherwise lost during the rental.