



# Terms and Conditions - Australia

**Updated: August 2025**

Redspot Head Office Pty Ltd (trading as and furthermore referred to as Alamo Australia within this document) is an independent franchisee of the Enterprise Holdings Inc within the territory of Australia. References to Alamo Australia include its franchisees and sub-franchisees.

## Consumer Right Statement

All Your rights set out in this Rental Agreement are in addition to Your rights as a consumer (Your Consumer Rights) under applicable consumer protection legislation, including the Australian Consumer Law.

Your Consumer Rights are not excluded, restricted or modified by this Rental Agreement. You can find out more about Your Consumer Rights from consumer organisations and bodies such as the Australian Competition and Consumer Commission and State/Territory fair trading authorities.

## Code

Alamo Australia (under Redspot Head Office Pty Ltd) is a member of the Australian Finance Industry Association – Fleet & Rental Division (AFIA). As a member of the AFIA, in addition to compliance with the Australian Consumer Law, Alamo agrees to comply with the standards set out in the Code which applies to members of the AFIA whose business is the short-term daily hire of vehicles from fixed locations. Alamo Australia will, and will ensure that its officers and employees, franchisees and sub-franchisees uphold the minimum standards set out in the Code when providing services covered by the Code. A copy of the Code can be accessed at <https://www.afia.asn.au/carrental-code>

## Meaning of Terms in this Rental Agreement

**“Authorised Driver/s”** means the person/s listed as **“The Hirer”** and/or **“Additional Drivers”** in Part A of the Rental Agreement.

**“Business Hours”** means the hours of operation of the rental location from which the Vehicle is collected or to which it is returned, and which are posted on the Alamo Australia website or at the rental location.

**“Code”** means the AFIA Car Rental Code of Practice, available at <https://www.afia.asn.au/codesofpractice>

**“Collision or Damage Report Form”** is a form provided to You by Alamo Australia in the event of an accident or any claim involving the Vehicle, that You are required complete in the event of any damage sustained during your rental period. The form can be found at <https://www.rentalcarguide.com.au/legal/damage-report>

**“Commercial Vehicle”** means any Vehicle that is a truck, pickup, goods van or passenger van with twelve or more seats, used for transporting goods or carrying 12 or more passengers including the driver.

**“Credit Card Fee”** means the fee charged by Alamo Australia when payment of the rental is made by a credit card or a debit card using the Visa or Mastercard schemes or any other credit debit or other charge card or payment method accepted by Alamo Australia. For details refer to the <https://www.rentalcarguide.com.au/legal/charges>

**“Four Wheel Drive Vehicle”** means a Vehicle in which all four wheels receive power from the engine and has fit out suitable for mining, construction, and other commercial or off-road applications. It includes vehicle classes: XFAR LFAR, PFAR, FPAR, BSTK, FFMX, FPAX, FPMR, FPMX, IPMX, LFAX, TDMR, TDMX, TFMR, TFMX, XFAX and others specified by Alamo Australia from time to time.

**“Loss or Damage Liability”** or **“LDL”** means the amount You agree to pay in case of loss or damage to the Vehicle or to another vehicle or property or any third-party property.



**“Loss or Damage Liability Reduction” or “LDR”** means Alamo Australia agrees to take the risk of damage or loss and assume payment of Your LDL in part or in full, in effect reducing Your LDL (also known as “Collision Damage Waiver” and “Super Collision Damage Waiver”). It applies if You elect LDR and pay the applicable fee prior to commencement of the rental.

**“Night”** means the hours between sunset and sunrise.

**“Non-Permitted Area of Use”** means the area in which the Vehicle must not be taken into. You and any Authorised Driver must not, unless authorised in writing by Alamo Australia at the time of booking, drive or take the Vehicle into the Non-Permitted Areas of Use. The Non-Permitted Areas of Use are as follows:

- (a) For those Vehicles-hired outside the Northern Territory and Western Australia, Northern Territory and Western Australia are Non-Permitted Areas of Use.
- (b) For those Vehicles hired from the Northern Territory, the Non-Permitted Areas of Use are:
  - (i) any other States or Territories of Australia except South Australia; and
  - (ii) the road to Twin Falls ; and
  - (iii) Cahills Crossing and beyond; and
  - (iv) Central Arnhem Road past Mainoru Store; and
  - (v) Tanami Track, and
  - (vi) Great Central Road; and
  - (vii) Plenty Highway; and
  - (viii) Sandover Highway; and
  - (ix) Beyond Borroloola.
- (c) For those Vehicles hired from Western Australia, the Non-Permitted Areas of Use are:
  - (i) any other states or Territories of Australia; and
  - (ii) if hired from Perth Airport or Perth metropolitan area, any place further north or east than Exmouth (21°54'S / 114°10'E), further east than Kalgoorlie-Boulder Township (30°40'S / 121°22'E) or further east than Esperance (33°45'S / 121°55'E); and
  - (iii) if hired from Karratha, Port Hedland and Kalgoorlie, anywhere outside the local area unless express written consent has been given by Alamo Australia at the time of booking.
- (d) For those Vehicles hired from Queensland the Non-Permitted Areas of Use are:
  - (i) north of Chillagoe or west of Georgetown;
  - (ii) north of Cooktown or Laura;
  - (iii) on the Burke Development Road;
  - (iv) north of Maggieville;
  - (v) on Unsealed Roads north and west of Mt Isa;
  - (vi) on the Bloomfield track;
  - (vii) on the Savannah Way beyond Georgetown in a westerly direction; and
  - (viii) Fraser Island.
- (e) For those Vehicles hired from South Australia the Non-Permitted Areas of Use are:
  - (i) if hired from Adelaide Airport or Adelaide City the Non-Permitted Areas of Use includes: Northern Territory and Western Australia, any place further north than Coober Pedy (29°00'S / 134°45'E), or in a westerly direction beyond Ceduna (32°07'S / 133°40'E).
  - (ii) if hired from any location in South Australia other than Adelaide Airport or Adelaide City the Non-Permitted Areas of Use include: Northern Territory, North of the Eyre Highway between Ceduna and the Western Australia border, west of Coober Pedy and east of Leigh Creek.

- (iii) Vehicles are permitted to enter Western Australia where written consent has been provided by Alamo Australia at the time of booking.
- (f) Any area such as a beach, field or fire or walking trail that requires driving a Vehicle Off-Road is a Non-Permitted Area of Use unless express written consent has been given by Alamo Australia at the time of booking.
- (g) Any area of Snow or Ice Conditions is also Non-Permitted Area of Use. Refer "Snow or Ice Conditions".

**"Off-Road"** means any passage that is not designed for a Two Wheel Drive vehicle or is not a sealed road or Unsealed Road. Examples include driving on a beach, field or fire or walking trail.

**"Overhead Damage"** means damage on or above the level of the top of the windscreen of the Vehicle.

**Premium Location Fee** or **"PLF"** means the fee charged by Alamo Australia for a rental commencing at the specified location. Fees will vary depending on the location and may be included or additional to the rental rate depending on the rate type. Details of the Premium Location Fees are available in the <https://www.rentalcarguide.com.au/legal/charges>

**"Premium Roadside Assistance"** means Alamo Australia will provide additional roadside assistance benefits not included in its standard roadside assistance coverage.

**"Prepaid Fuel"** or **"PPF"** means Alamo Australia will provide the Vehicle with a full tank of fuel and You will not be required to refill the tank upon return. You will not receive credit for fuel left in the tank at the time of return. It applies if You elect PPF and pay the applicable charge at the start of the Rental Period.

**"Probationary Driver's Fee"** means a fee that will be charged to drivers who have an Australian provisional or probationary licence.

**"Alamo Australia", "We", "Our" or "Us"** means:

- (a) Redspot Head Office Pty Ltd (ACN 607 643 416);
- (b) Redspot Head Office Pty Limited (ACN 003 616 420);
- (c) WCC QLD Pty Limited (ACN 603 065 729);
- (d) WCC NSW Pty Limited (ACN 604 481 021);
- (e) WCC VIC Pty Limited, (ACN 604 464 931);
- (f) Redspot Franchising Pty Limited (ACN 164 739 708);
- (g) Redspot Rentals Group Management Pty Ltd (ACN 001 633 147);
- (h) Cedrent Enterprises Pty Ltd (ABN 32 611 325 912)
- (i) Cedrent Enterprises (WA) Pty Ltd (ABN 22 645 551 640)
- (j) Hastings Co-Operative Limited (86 601 035 121)
- (k) Rent A Car Holdings Pty Ltd (ACN 611 220 207);
- (l) Redspot Australia Fleet Pty Ltd (ACN 606 584 614);
- (m) Enterprise Holdings Inc (trading name);
- (n) Enterprise Rent-a-Car (trading name);
- (o) National Car Rental (trading name);
- (p) Alamo Car Rental (trading name);
- (q) Redspot Australia Car Rentals (trading name);

and their licensees, franchisees, sub-franchisees, agents and authorised representatives.

**"Refuelling Fee"** means a fee to refuel the Vehicle to full, at the rate specified in Part A of the Rental Agreement.

**"Rental Period"** means the period beginning at Time Out and ending at Time In.

**“Remote Location”** means a location determined by Alamo Australia as an isolated community, which will have limitations on kilometres and have different liability provisions. You will not be permitted to drive a Two Wheel Drive Vehicle hired from a Remote Location at Night outside of city limits or town limits, where there are no streetlights or reduced speed zones. Remote locations include Darwin, Alice Springs, Coober Pedy, Port Augusta, Whyalla, Port Lincoln, Ceduna, Port Hedland, Karratha, Mount Gambier, and Kalgoorlie.

**“Single Vehicle Accident”** means an accident not involving a collision between the Vehicle and another vehicle. Should You be involved in a multi-vehicle accident and be unable to fully identify both the other vehicle’s licence plate/s and the other driver/s details including their licence details, address and proper contact information the accident is deemed a Single Vehicle Accident.

**“Snow or Ice Conditions”** means above the line of snow where there is snow or ice on roads or adjacent areas or, in snow prone areas, in conditions where any authority has advised there is snow or ice on the roads or, any area where it is indicated or required that snow chains are to be carried or fitted to the tyres of the Vehicle.

**“Subsequent Loss or Damage Liability”** or “SLDL” means the amount You agree to pay in each case of subsequent loss or damage to the Vehicle or to another vehicle or any third-party property.

**“Table of Standard Fees and Charges”** means the fees and charges We charge under the Rental Agreement, a copy of which is available at <https://www.rentalcarguide.com.au/legal/charges>

**“Time In”** means the actual time and date when You return or You are deemed to have returned the Vehicle to Alamo Australia.

**“Time Due In”** means the time and date agreed by You and Alamo Australia as to when the Vehicle is to be returned to Alamo Australia as stated on the Rental Agreement.

**“Time Out”** means the time and date when You take out the Vehicle for hire as stated on the Rental Agreement.

**“Toll Roads”** means roads, motorways, bridges and tunnels where use is subject to a toll fee or charge.

**“Toll Pass Waiver”** means the fee that Alamo Australia will charge You for unlimited use of Toll Roads without incurring any toll charges.

**“Two Wheel Drive Vehicle”** means a Vehicle in which only two wheels receive power from the engine or an all-wheel drive vehicle and is designed to carry passengers and drive on sealed roads.

**“Undercarriage Damage”** means any damage to the Vehicle including the drive train, chassis, steering, suspension, brakes, exhaust, floor pan and fuel systems that is caused by or directly results from contact between the underside of the Vehicle and any part of the road way or any object or obstruction including kerbs, gutters, speed or road humps, barriers or wheel stops; and includes the area from the door seal, top of the front and rear bumper and below, whether or not any other parts of the Vehicle are damaged at the same time.

**“Unreported Damage”** means any damage to the Vehicle in which You have not duly completed a Collision Damage Report Form

**“Unsealed Road”** means a man-made gazetted vehicular road that is designed for Two Wheel Drive vehicles and that does not have a hard sealed surface material such as tar, bitumen, asphalt or concrete. For example a gravel road is an Unsealed Road. A narrow road where any of the Vehicle’s wheels must leave the sealed surface to pass or overtake another vehicle is an Unsealed Road.

**“Unsealed Road Loss or Damage Liability”** or “ULDL” means the additional amount payable in the event of loss or damage occurring while driving on an Unsealed Road. The Unsealed Road Liability is payable in addition to the Loss or Damage Liability shown on Part A of the Rental Agreement.

**“Vehicle”** means the Vehicle described on the Rental Agreement including all its parts, components, keys, accessories, contents, tools and equipment as well as any replacement Vehicle.

**“Vehicle Inspection Report”** details the existing damage and any new damage to the Vehicle. Existing damage will be stated on a Vehicle Inspection Report marked “Vehicle Pickup”. New damage will be stated on a Vehicle Inspection Report marked “Vehicle Return”.

**"Vehicle Relocation Charge"** means a charge for returning a Vehicle to a location other than the location You collected it from. Vehicle Relocation Charges for Two Wheel Drive vehicles are specified in <https://www.rentalcarguide.com.au/legal/charges>

**"WINT"** means **Windscreen damage, Tyre damage**: WINT cover may be purchased separately or included in Your rental rate package. WINT covers the damage caused during the rental period to windscreen or tyres. WINT does not cover roadside assistance call out fees or associated towing charges.

**"You"** or **"Your"** means the person(s) or entity identified as the **"Hirer"** on the Rental Agreement and any additional or Authorised Drivers.

**"Young Driver Fee"** means a fee charged to drivers between the ages of 21 and 24 inclusive.

## Rental Agreement – Part B

The Rental Agreement between You and Alamo consists of

**Part A** The part containing Your details and the Vehicle details; and,

**Part B** This document which includes Alamo’s Terms and Conditions and its Schedules.

You should read the whole of Part A and Part B before agreeing to the Rental Agreement.

The “Important Information” contains a summary of some of the more important provisions of the Rental Agreement.

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## Important Information

Capitalised terms are defined in the section headed 'Meaning of Terms in this Rental Agreement' at the rear of these Terms and Conditions.

### Drivers Licence and Identification

<b>Drivers</b>	At the time of rental, you must produce a driver's licence and be currently licensed to drive the type of Vehicle that is being hired. In addition to a current drivers licence We may ask You to provide additional information which We will use to assess the risk of damage to our Vehicle including a certified English translation of an overseas drivers licence, a boarding pass if You are renting from an airport location, a passport if You live overseas, proof of home address such as a utility bill, and proof of employment if renting a Commercial Vehicle.
<b>Authorised Drivers</b>	Only Authorised Drivers 21 years of age or older licensed to drive the type of Vehicle that is being hired may drive the Vehicle. Learner drivers, restricted drivers and drivers with less than 12-months' experience as a licenced driver are not permitted to drive the Vehicle. Drivers between the ages of 21 to 24 and provisional drivers are only permitted to drive an economy, compact or intermediate sedan or an economy, compact or intermediate sports utility vehicle (SUV), or a compact or intermediate commercial (CKAR or IKAR) van, or a pickup truck (IPAR FPAR or FPAX). Provisional drivers must have held their Australian license for a minimum of 12 months.

### Charges

<b>Payments Fees and Charges</b>	We accept all major credit cards and debit cards for payment of rental charges and Security Bond. A valid physical credit or debit card must be provided for all rentals, we do not accept virtual credit cards or cash. In addition to Your rental charges, we charge Our standard fees and charges in accordance with the Rental Agreement. A copy is available at <a href="https://www.rentalcarguide.com.au/legal/charges">https://www.rentalcarguide.com.au/legal/charges</a>
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<b>Bonds</b>	At the start of the Rental Period, Alamo Australia may require a pre-authorisation (it is not a charge, but it will limit the funds available on Your credit card account) on a credit card issued in the name of the Hirer to act as a security bond for an amount of up to \$1,000. A security bond allows Alamo Australia access to the funds in the event Alamo Australia requires additional amounts under this Rental Agreement, such as but not limited to, damage liability, rental extension, toll usage or fuel charges. In the event a preauthorisation remains on Your online statement 14 days after Your return, Alamo Australia will reverse the transaction upon request.
<b>Early Returns</b>	Alamo Australia will accept the return of the Vehicle before the date and Time Due In nominated on the Rental Agreement. If Your rental agreement package has been paid directly to Alamo Australia in full You may be entitled to a refund in the event of early return. We are unable to refund any rentals that have not been paid directly to Us. Refer to clause 6.4 of this Rental Agreement.

## Damage

<b>Your Loss or Damage Liability</b>	Your Loss or Damage Liability ("LDL") is the amount payable by You in the event of loss or damage to the Vehicle even if You are not at fault, subject to the exclusions in clause 8.3 (see next paragraph if another party is at fault). Your LDL may include damage to the Vehicle, damage to other vehicles, an incident/accident administration fee, loss of use, towing and other incurred costs. If at the start of Rental Period, You elect the Loss or Damage Liability Reduction ("LDR") and pay the applicable fee, Alamo Australia agrees to reduce Your LDL to the amount stated in Part A of the Rental Agreement. For more information please refer to clause 8 ("Your Liability") of this Rental Agreement.
<b>If Another Party is at Fault</b>	If another person has caused the loss or damage, Alamo Australia attempts to recover all costs from that person or his/her insurer. The amount paid by You towards Your LDL or LDR will be refunded to You (less any Credit Card Fee or transaction fee or charge) to the extent Alamo Australia is successful in recovering all costs it incurs arising from the incident or accident. See clause 10 ("Your Obligation in case of Accident or any Claim") of this Rental Agreement for the procedure You are required to follow in the event of an accident involving another party.
<b>Single Vehicle Accident &amp; Remote Locations</b>	Where the Vehicle is hired from a Remote Location and driven at Night outside city or town limits where there are no streetlights or reduced speed zones, and loss or damage is the result of a Single Vehicle Accident You will be liable for all losses suffered regardless of loss or damage liability cover. Refer to clause 3.16 ("Prohibited Use of Vehicle") and clause 8 ("Your Liability") of this Rental Agreement. Exemptions may apply for Four Wheel Drive Vehicles, refer to "Non-Permitted Area of Use" in this Rental Agreement.
<b>Windscreen damage, Tyre damage ("WINT")</b>	WINT cover may be purchased separately or included in Your rental rate package. WINT covers the damage caused during the rental period to windscreen and tyres. WINT does not cover roadside assistance call out fees or associated towing charges.
<b>Unsealed Road Use</b>	Driving on an Unsealed Road increases Your risk of having an accident. If You drive on an Unsealed Road, Your liability for Loss or Damage will be increased by the amount of the Unsealed Road Liability shown in Part A of the Rental Agreement.



<b>Snow or Ice Conditions</b>	Vehicles are not permitted to be driven in Snow or Ice Conditions unless Snow Cover has been purchased. If Snow Cover has not been purchased and You drive in Snow or Ice Conditions You will be in breach of the Rental Agreement. Snow Cover does not include entry fees to national parks or snow chain hire. Please also refer to clause 8.5 ("Snow or Ice Conditions") and to the definition of "Snow or Ice Conditions" in this Rental Agreement.
<b>Renter Abuse</b>	Renter abuse is not covered. If You drive recklessly or drive the vehicle into water or into a Non-Permitted Area of Use, abuse or wilfully damage the Vehicle in any way You must pay the full cost to repair any damage. For more information, please refer to clause 3 ("Prohibited Use of Vehicle") and clause 8 ("Your Liability") of this Rental Agreement.
<b>Damage which You may be held liable for</b>	Please check the Vehicle for damage before moving it. Prior damage will be marked on the Vehicle Inspection Report form. If You believe there is additional damage not noted, You must ask a Alamo Australia staff member to check the Vehicle for You before You drive away. For further information please read the "Vehicle Damage Monitoring & Repair Policy and Procedure" which is Schedule 1 of this Rental Agreement.
<b>Vehicle Return</b>	<p>A Vehicle inspection will be carried out by Alamo Australia as soon as possible after You return the Vehicle. You are responsible for any new damages found upon Vehicle inspection, excluding fair wear and tear. You must return the Vehicle with all of its original components and accessories. You are liable for the replacement cost of any missing parts including hub caps, fuel caps, parcel shelves, luggage screens and aerials. For more information about Vehicle return policies refer to clause 6 ("Return of the Vehicle") of this Rental Agreement.</p> <p>You are responsible for any loss or damage to or associated with the Vehicle until Alamo Australia's staff takes possession of the Vehicle, including <u>where You use our key drop facility, leave the keys with a third party (whether or not authorised by us), leave the Vehicle at our premises outside our Business Hours or leave the Vehicle elsewhere</u>. See clause 6 ("Return of the Vehicle") of this Rental Agreement regarding when Alamo Australia is deemed to take possession on the return of the Vehicle. If this is a concern, we suggest You return the Vehicle during Business Hours and notify us prior to Your return that You require an immediate inspection.</p>
<b>Collision or Damage Report Form</b>	You must complete a Collision or Damage Report Form within seven days of any damage occurring. Copies can be found or online at <a href="https://www.rentalcarguide.com.au/legal/damage-report">https://www.rentalcarguide.com.au/legal/damage-report</a> or from any of our locations.

## Fuel

<b>Refuelling</b>	If Your vehicle is not returned full of fuel and You have not elected a Pre-paid fuel option, we will charge You a price per litre to fill the tank. The refuelling price is noted on Your Rental Agreement.
<b>Fuel Type</b>	Please take care when refuelling. If You fill the Vehicle with an incorrect fuel grade, type of fuel or additive such as AdBlue You must pay the full cost of any resulting loss or damage. Please refer to the manufacturer's handbook for refuelling information.
<b>Pre-paid fuel</b>	At the start of each rental, You may elect to pre pay a full tank of fuel so You do not need to refuel on Your return (there are no refunds for unused fuel).



## Breakdown and Roadside Assistance

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<b>Vehicle Repairs</b>	If you experience a mechanical or any other problem with the Vehicle You must immediately stop driving and call Us or roadside assistance. If You continue to drive the Vehicle or permit service or repairs to be carried out without express authority from Us or roadside assistance service, You will be liable for all costs and for any resulting damage caused to the Vehicle.
<b>Included Cover</b>	Your Vehicle is covered for standard roadside assistance for Vehicle breakdowns due to mechanical failure or fault of the Vehicle not due to Your fault. If the call out is due to a problem caused by You (such as but not limited to losing the keys or locking them in the car, running out of fuel or leaving the lights on), You will be charged a Breakdown Call out Fee. The number for roadside assistance can be found on Your Vehicle's key tag.

<b>Premium Roadside Assistance</b>	<p>If at the start of the Rental Period, You take out Premium Roadside Assistance, You will be covered for additional benefits. For details of our Premium Roadside Assistance refer to the <a href="https://www.rentalcarguide.com.au/legal/charges">https://www.rentalcarguide.com.au/legal/charges</a></p> <p>For a daily fee, Premium Roadside Assistance covers:</p> <ul style="list-style-type: none"><li>• Change a flat tyre (install Vehicle's spare tyre)</li><li>• Lockout service if You are locked out of Your car</li><li>• Fuel delivery – up to 15 litres at no charge if You run out of fuel</li><li>• Jump starting Your car if the battery is run flat (lights left on)</li><li>• \$250 of accommodation or transport costs (reimbursement of expenses as a result of rental car breakdown).</li></ul>
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## One-Way Rentals

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<b>One- Way Fee</b>	If You return the Vehicle to a location other than the location, You collected it from You will be charged for vehicle relocation. For Two Wheel Drive Vehicle details refer to the Vehicle Relocation Charges in the <a href="https://www.rentalcarguide.com.au/legal/charges">https://www.rentalcarguide.com.au/legal/charges</a>
<b>Changing return location</b>	Any changes made during the rental period must be approved by Us and may incur a fee such as a one-way and or lost revenue fee. Please note that not all locations or vehicles permit one-way rentals and one-way rentals of Commercial Vehicles requires the written consent of Alamo Australia at the time of booking.

## Cleaning Fee

<b>Vehicle Cleaning Fee</b>	If You return the Vehicle excessively soiled or with an excessive odour You will be charged a Vehicle Cleaning Fee. For details refer to the Excessive Vehicle Cleaning Fee <a href="https://www.rentalcarguide.com.au/legal/charges">https://www.rentalcarguide.com.au/legal/charges</a>
<b>Smoking Prohibited</b>	Smoking is not permitted in any Alamo Australia Vehicle. If the Vehicle is returned with evidence of smoking in the Vehicle You will be charged an Excessive Vehicle Cleaning Fee. For details refer to the <a href="https://www.rentalcarguide.com.au/legal/charges">https://www.rentalcarguide.com.au/legal/charges</a>

## Traffic Infringements and Tolls

<b>Traffic Infringement Charges</b>	You are responsible for all traffic and parking infringements during the period of the rental. If Alamo Australia is notified of an infringement during or after the end of the Rental Period, it will provide to the notifying authority details necessary for the authority to hold You liable for the infringement. Alamo Australia will charge You a Traffic Infringement Administration Fee to cover its costs in providing these details. Alamo Australia may also the pay the infringement on Your behalf and recover same from You. For details refer to the <a href="https://www.rentalcarguide.com.au/legal/charges">https://www.rentalcarguide.com.au/legal/charges</a>
<b>Toll Road Charges</b>	<p>If You travel through a toll collection point, Your credit card or debit card nominated at the point of collection will be processed for the toll charge and an administration fee per toll, together comprising the Toll Point Fee. If We offer and You elect and pay for the Toll Pass Waiver option, You do not need to pay the toll charges or administration fee. For details of the Toll Point Fee and Toll Pass Waiver options refer to the <a href="https://www.rentalcarguide.com.au/legal/charges">https://www.rentalcarguide.com.au/legal/charges</a></p> <p>The charge can be delayed by up to a month or more dependent on when the notification is received by us from the toll road operator. If a valid email address is on file, then a revised rental invoice and receipt will be emailed advising of the toll road charges.</p> <p>If You use Your own tolling device You are responsible for its activation and deactivation for the Vehicle registration during your rental period. If You use your own device You remain responsible for all charges incurred during Your rental period, including charges payable by Alamo Australia and this includes any additional charges payable by Alamo Australia for Your rental notified after Your rental period.</p>
<b>Number Plate Recognition</b>	Alamo Australia vehicles are registered for number plate recognition. If You use a toll road, the charge is automatically sent to our account and cannot be removed. Please note that the toll road information provided by toll road providers may not be applicable for rental vehicles for example for paying for a toll road pass after utilising a toll road.

## Area of Use

You must not use the Vehicle in a Non-Permitted Area of Use or drive the Vehicle Off-Road. If You take the Vehicle into a Non-Permitted Area of Use or drive the Vehicle Off-Road, Your liability for any loss or damage will increase to the full cost of the associated claim. Refer to the **“Non-Permitted Area of Use”** definition in this Rental Agreement for further information.

Exceptions to the “Non-Permitted Area of Use” or driving the Vehicle Off-Road apply for fit for purpose Four Wheel Drive Vehicles including vehicle classes XFAR LFAR, PFAR, FPAR, BSTK, FFMX, FPAX, FPMR, FPMX, IPMX, IVAX, LFAX, TDMR, TDMX, TFMR, TFMX, XFAX and other vehicles expressly consented to by Alamo Australia for Your specific rental. Any exceptions or amendments to the “Non-Permitted Area of Use” or driving the Vehicle Off-Road will require written consent from Alamo Australia at the time of booking.

Please contact the renting location if You are unsure of Your Non-Permitted Area of Use.

<b>All states and Territories (except WA and NT)</b>	For those Vehicles-hired outside the Northern Territory and Western Australia, Northern Territory and Western Australia are Non-Permitted Areas of Use.
<b>Northern Territory</b>	<p>For those Vehicles hired from the Northern Territory, the Non-Permitted Areas of Use are:</p> <ul style="list-style-type: none"><li>(i) Any other States or Territories except South Australia</li><li>(ii) The road to Twin Falls</li><li>(iii) Cahills Crossing and beyond</li><li>(iv) Central Arnhem Road past Mainoru Store</li><li>(v) Tanami Track</li><li>(vi) Great Central Road</li><li>(vii) Plenty Highway</li><li>(viii) Sandover Highway</li><li>(ix) Beyond Borroloola.</li></ul>
<b>Western Australia</b>	<p>For those Vehicles hired from Western Australia, the Non-Permitted Areas of Use are:</p> <ul style="list-style-type: none"><li>(i) any other states or Territories of Australia; and</li><li>(ii) if hired from Perth Airport or Perth metropolitan area, any place further north or east than Exmouth (21°54'S / 114°10'E), further east than Kalgoorlie-Boulder Township (30°40'S / 121°22'E) or further east than Esperance (33°45'S / 121°55'E); and</li><li>(iii) if hired from Karratha, Newman, Port Hedland and Kalgoorlie, anywhere outside the local area unless express written consent has been given by Alamo Australia at the time of booking.</li></ul>

<b>Queensland</b>	<p>For those Vehicles hired from Queensland the Non-Permitted Areas of Use are:</p> <ul style="list-style-type: none"> <li>(i) north of Chillagoe or west of Georgetown;</li> <li>(ii) north of Cooktown or Laura;</li> <li>(iii) on the Burke Development Road;</li> <li>(iv) north of Maggieville;</li> <li>(v) on Unsealed Roads north and west of Mt Isa;</li> <li>(vi) on the Bloomfield track;</li> <li>(vii) on the Savannah Way beyond Georgetown in a westerly direction; and</li> <li>(viii) Fraser Island.</li> </ul>
<b>South Australia</b>	<p>For those Vehicles hired from South Australia the Non-Permitted Areas of Use are:</p> <ul style="list-style-type: none"> <li>(i) if hired from Adelaide Airport or Adelaide City the Non-Permitted Areas of Use include: Northern Territory and Western Australia, any place further north than Coober Pedy (29°00'S / 134°45'E), or in a westerly direction beyond Ceduna (32°07'S / 133°40'E).</li> <li>(ii) Vehicles are permitted to enter Western Australia where written consent has been provided by Alamo Australia at the time of booking.</li> </ul>

## Dispute Resolution

If you have any concerns about Your Vehicle or Our service, please speak to the branch manager at the rental location. If You believe You have been dealt with unfairly by Alamo Australia or if You believe Alamo Australia has made an error You should raise Your concerns with The Customer Service Manager by email to [customers.service@Alamo.com.au](mailto:customers.service@Alamo.com.au) or by mail to Alamo Australia Head Office Pty Ltd, PO Box 886, Mascot, NSW 1460, Australia. If You and the Customer Experience Manager are unable to reach a resolution Your dispute will be reviewed at Your request by the Senior Manager with responsibility for the area of Your comments. Alamo Australia's Dispute Resolution Policy is set out at Schedule 3 of this Rental Agreement.

Alamo Australia's dispute resolution process does not affect Your rights at law. In the event that Your dispute has not been resolved with Alamo Australia, You may contact AFIA directly by calling toll free **1800 366 840** or online at [www.carrentalconciliationau.com/lodge-a-complaint](http://www.carrentalconciliationau.com/lodge-a-complaint). A copy of the AFIA Car Rental Code of Practice can be accessed at <https://www.afia.asn.au/carrental-code>



# Alamo Australia's Terms and Conditions

PLEASE REFER TO **PART A OF THE RENTAL AGREEMENT WHICH CONTAINS YOUR DETAILS AND THE VEHICLE DETAILS AND PART B WHICH CONTAINS ALAMO AUSTRALIA'S TERMS AND CONDITIONS**. IF YOU ARE UNSURE OF YOUR RESPONSIBILITIES OR ANYTHING ELSE ASK ONE OF ALAMO AUSTRALIA'S STAFF.

Alamo Australia's legal team has prepared this Rental Agreement so that we all know where we stand when renting a Alamo Australia Vehicle. Please give it a read through before collecting Your Vehicle. Please ask one of our staff if You are unclear of anything before You drive away in the Vehicle.

## 1. Meaning of terms

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- 1 Capitalised terms are defined in the section headed 'Meaning of Terms in this Rental Agreement' at the rear of these Terms and Conditions.

## 2. Who may drive the vehicle

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- 2.1 You must ensure that only Authorised Driver/s will drive the Vehicle.
- 2.2 An Authorised Driver must be 21 years of age or older.
- 2.3 An Authorised Driver must be currently licensed to drive the type of Vehicle that is being hired
- 2.4 Learner drivers, restricted drivers and drivers with less than 12-months' experience as a licenced driver are not permitted to drive the Vehicle at any time.

### 2.5 Authorised Drivers

You can, at the start of the Rental Period, elect an Authorised Driver who:

- (a) has held an Australian provisional or probationary licence for more than 12 months and they satisfy clause 2.2 and 2.3. A Probationary Driver's Fee is payable to Alamo Australia. For details refer to the "<https://www.rentalcarguide.com.au/legal/charges>" or
- (b) is between the age of 21 and 24 years old inclusive and they satisfy clauses 2.3 and have 12 months or more experience as a licenced driver. A Young Driver Fee is payable to Alamo Australia. For details refer to the <https://www.rentalcarguide.com.au/legal/charges>
- (c) is at least 25 years of age and fully licenced.

By accepting the Rental Agreement, You warrant that the Authorised Driver satisfies the requirements of clause 2.5(a) (b) or (c) as applicable.

- 2.6 If You are under 25 years of age and renting a Commercial Vehicle You are not permitted to purchase Loss or Damage Liability Reduction or otherwise reduce Your Loss or Damage Liability.
- 2.7 At Our discretion, We may refuse to rent a vehicle to You or to list a person as an Authorised Driver if we reasonably believe that there is a risk of damage to Our Vehicle or default by You or that other person or that You have provided incorrect or inaccurate information to Us. In addition to a current drivers licence We may ask You to provide additional information which We will use to assess the risk of damage to our Vehicle including a certified English translation of an overseas drivers licence, a boarding pass if You are renting from an airport location, a passport if You live overseas, proof of home address such as a utility bill and, proof of employment if renting a Commercial Vehicle. If We refuse to rent a vehicle to You, We will refund to You any amount You have paid to Us. You will not be entitled to compensation because of Our refusal to rent a vehicle to You.
- 2.8 If You are under 25 years of age a provisional driver You are only permitted to drive an economy, compact or intermediate sedan or an economy or compact SUV. Any exceptions to this must be granted by the owner in writing.



### 3. Prohibited user of vehicle

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You must not:

- 3.1 take or drive the Vehicle into or in any Non-Permitted Area of Use.
- 3.2 carry persons or passengers for payment (e.g. as a taxi or car sharing arrangement, such as Uber).
- 3.3 carry a greater number of persons than the number of seatbelts provided in the Vehicle and/or for a purpose for which the Vehicle was not designed and constructed.
- 3.4 carry any inflammable, explosive or corrosive materials in the Vehicle.
- 3.5 carry goods, without all necessary approvals, permits, licences and government requirements (If any such are required they must be obtained at Your cost).
- 3.6 carry goods of greater mass than the recommended capacity of the Vehicle or otherwise than in accordance with the Vehicle manufacturer's recommendations.
- 3.7 use the Vehicle to push or tow any vehicle, trailer, boat or other object. Towing a trailer is not prohibited if Alamo Australia has consented in writing at the time of booking to towing for Your rental, a towbar was fitted to Your Vehicle prior to rental, the trailer is within any limits specified by the Vehicle and towing equipment manufacturers, and You agree to pay the additional fees and charges required by Alamo Australia. Any damage to a trailer is not covered by Alamo Australia.
- 3.8 drive the Vehicle Off-Road or anywhere other than a gazetted man-made road unless the Vehicle is Four Wheel Drive Vehicle or any Vehicle that Alamo Australia has expressly consented to Off-Road use at the time of booking and recorded such details in writing at the time of booking.
- 3.9 use the Vehicle in racing or other motorsport or motorsport like activities, including pace making, reliability trials, speed trials, hill climbing or in testing in preparation for those activities.
- 3.10 drive the Vehicle on beaches or through streams, dams, rivers, or flood waters (including water caused by flash flooding, riverine flooding, stormwater flooding and actions of the sea), bush fire affected areas or any roadway where the Police or any other Government authority have issued a warning or caution.
- 3.11 use the Vehicle in Snow or Ice Conditions or above the snow line during periods of snow without Snow Cover being elected and printed on Your rental contract.
- 3.12 use the Vehicle in contravention of any legislation or a regulation controlling vehicular traffic.
- 3.13 carry animals in the Vehicle.
- 3.14 use the Vehicle in a dangerous manner or for an illegal purpose or when it is unsafe.
- 3.15 smoke or allow passengers or others to smoke in the Vehicle.
- 3.16 if a Two Wheel Drive Vehicle is rented from a Remote Location, drive the Vehicle at Night outside the limits of a city or town where there are no streetlights or reduced speed zones.
- 3.17 when driving a Two Wheel Drive Vehicle on an Unsealed Road, exceed the sign posted speed limit or 50 km/h, whichever is the lesser.
- 3.18 sub-let or on-hire the Vehicle to any other person.
- 3.19 Transport the Vehicle over water such as taking the Vehicle on a ferry unless written consent is given by Alamo Australia at the time of booking. An exception applies for Vehicles being transported by a registered and commercial ferry to:
  - i. Bruny Island (TAS)
  - ii. Kangaroo Island (SA)
  - iii. Phillip Island (VIC)



- iv. North Stradbroke Island (QLD)
- v. Magnetic Island (QLD)
- vi. Cape Tribulation (QLD)
- vii. Tasmania (from mainland Australia)

## 4. Fuel, maintenance, security, safety and repair

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4.1 If You do not elect Prepaid Fuel at the beginning of the Rental Period and You return with less than a full tank of fuel, Alamo Australia will charge You a Refuelling Fee at the applicable rate specified on the Rental Agreement.

4.2 You must:

- (a) comply with all applicable mandatory seat belt and child restraint laws;
- (b) maintain all of the Vehicle's engine oils and engine coolant levels at the manufacturer's recommended levels;
- (c) report to Alamo Australia any defect in the Vehicle of which You have become aware;
- (d) maintain tyre pressures at manufacturer's recommended levels;
- (e) when not being driven, keep the Vehicle locked and the keys secure and under Your personal control at all times and produce such keys if the Vehicle has been stolen;
- (f) follow any reasonable instruction given by Alamo Australia relating to the Vehicle; and
- (g) if refuelling the Vehicle ensure only the correct grade and type of fuel recommended by the manufacturer of the Vehicle is used.

4.3 If you experience a mechanical or any other problem with the Vehicle You must stop driving and call roadside assistance. You must not drive the Vehicle unless directed to do so by Us or by Our roadside assistance service advisor. You must not allow anyone to service or repair the Vehicle unless Alamo Australia expressly authorises You to do so. We will reimburse You for the cost of repairs authorised by Us if You submit the original receipts for those repairs.

### 4.4 Roadside Assistance:

- (a) Your Vehicle is covered for 24-hour roadside assistance for breakdowns due to mechanical failure or fault of the Vehicle that are not caused by You.
- (b) If the call out is due to a problem caused by You (such as losing the keys or locking them in the car, running out of fuel or leaving the lights on), You will be responsible to Us for the Breakdown Call out Fee and for any parts provided and other services such as to change and repair a flat tyre.
- (c) If at the start of the Rental Period, You purchase Premium Roadside Assistance, You will not be charged the Breakdown Call out Fee and You will be covered for additional benefits as specified at

Please refer to our <https://www.rentalcarguide.com.au/legal/charges> for details of all applicable fees and charges.

## 5. Your financial obligations to Alamo Australia

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5.1 At the beginning of the Rental Period, You must:

- (a) pay all rental charges for the Rental Period stated in the Rental Agreement;
- (b) pay the fees and charges for all the options that You have elected to purchase as specified in the Rental Agreement;

- (c) pay any goods and services tax (GST), stamp duty or any other tax, duty, surcharge, levy, fee, or charges imposed by Local, State or Federal government that are applicable to this Rental Agreement; and
  - (d) provide a security bond. Details of the security bond requirements are set out in Security Bond Information (see Schedule 2).
- 5.2 Should You wish to extend the Rental Period, You must request an extension by contacting Alamo Australia prior to the Time Due In and if granted, make additional payments for the new charges. Rental extensions are payable in advance.
- 5.3 At the end of the Rental Period, You must:
- (a) pay all unpaid charges payable under clauses 5.1 and 5.2;
  - (b) pay all amounts payable under clauses:
    - (i) 4.1 (Refuelling Fee); and
    - (ii) 4.4 (Roadside assistance); and
    - (iii) 6.2 (Vehicle relocation); and
    - (iv) 6.4 (Vehicle cleaning); and
    - (v) 8 (Your Liability), which includes the Loss or Damage Liability, Subsequent Loss or Damage Liability, Unsealed Road Loss or Damage Liability, any charges excluded from Loss or Damage Liability cover under clause 8.3 and any roadside assistance and call out fees or associated charges related to any WINT cover; and
    - (vi) 12.1 (Toll Roads); and
    - (vii) Alamo Australia's Traffic Infringement Administration Fee or Toll Road Administration Fee as set out in the "<https://www.rentalcarguide.com.au/legal/charges>" for each traffic or parking infringement or unpaid toll road notice We receive.
- 5.4 If You pay for the hire of the Vehicle by directing Alamo Australia to bill charges to a charge account or to some other person, corporation, or entity who or which fails to make payment when called upon by Alamo Australia, You accept that You and any Additional Driver/s, jointly and severally, are primarily liable and must immediately pay the full amount due to Alamo Australia on demand.
- 5.5 From the end of the Rental Period, You must pay any charges and obligations not already paid but for which You are liable to pay in this Rental Agreement. You authorise Alamo Australia to debit your credit card or debit card for any loss You are liable for under clause 8 of this Rental Agreement. If You are ordinarily resident in Australia and have an Australian drivers licence, Your credit card or debit card will not be charged without You receiving notice or You having the opportunity to dispute the charges.
- 5.6 You will be charged interest at the current ANZ Bank standard business overdraft rate plus 3% per annum calculated on a daily basis on all outstanding accounts or charges until fully paid.
- 5.7 A Credit Card Fee will be charged for payments made by credit or debit card as shown in the <https://www.rentalcarguide.com.au/legal/charges>
- 5.8 All charges are in Australian Dollars unless otherwise stated. No compensation will be given for exchange rate fluctuations between the dates of charge and refund processing.

## 6. Return of vehicle

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- 6.1 You must return the Vehicle to Alamo Australia:
- (a) During Business Hours of the return location (which are displayed at the location, or as available on <https://www.alamo.com/en/car-rental-locations/au.html> by the Time Due In stated on the Rental Agreement, unless You have requested an extension before the Time Due In and it has been agreed to by Alamo Australia; and

- (b) at Alamo Australia's address unless another place is stated on the Rental Agreement or agreed with Alamo Australia.
- 6.2 You are responsible for any loss or damage to or associated with the Vehicle until Alamo Australia's staff takes possession of the Vehicle, including:
- (a) where You return the Vehicle during Business Hours and You leave the rental station before We inspect the Vehicle, until We inspect the Vehicle which We will do within four hours of Your return; and
  - (b) where You use our key drop facility, leave the keys with a third-party (whether or not authorised by Us), leave the Vehicle at our premises outside our Business Hours or leave the Vehicle elsewhere, until We inspect the Vehicle which We will do within four hours of taking possession. If You do not return the Vehicle to Our rental location during its Business Hours, You will be deemed to have returned the Vehicle and the rental charges will continue until that location next opens for business.
- 6.3 If You return the Vehicle to a location other than that stated in Part A of the Rental Agreement, a Vehicle Relocation Charge will apply as shown in the "<https://www.rentalcarguide.com.au/legal/charges>"
- 6.4 If You return the Vehicle to Alamo Australia prior to the Time Due In, You will not be entitled to a refund from Alamo Australia if You have paid rental charges to an agent or to a third-party. If Your rental agreement package has been paid directly to Alamo Australia in full You may be entitled to a refund in the event of early return. In calculating the refund Alamo Australia, acting reasonably, will adjust the rental to the daily, weekly or monthly rental rate that would have been charged for that rental duration at the commencement of the rental and for any loss of earnings reasonably suffered by Alamo Australia.
- 6.5 If You return the Vehicle excessively soiled or You, Your passengers or any other person has smoked in the Vehicle, You will be charged an Excessive Vehicle Cleaning Fee. For details refer to the Excessive Vehicle Cleaning Fee described in the "<https://www.rentalcarguide.com.au/legal/charges>"

## 7. Termination of this rental agreement

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- 7.1 Alamo Australia may terminate the Rental Agreement and require the immediate return of the Vehicle or re-possess the Vehicle if Alamo Australia has a reasonable ground to believe that:
- (a) You have committed a serious breach of a term or condition of the Rental Agreement, and:
    - (i) the breach cannot be remedied; or
    - (ii) the breach can be remedied and the breach has not been remedied within a reasonable time of Alamo Australia notifying You of the breach; or
  - (b) it is likely that You may cause damage to the Vehicle or harm to a person or damage to property through Your use of the Vehicle; or
  - (c) the Vehicle is damaged and Alamo Australia deems it no longer roadworthy or safe to drive. Any monies paid by You to Alamo Australia for rental time and kilometre charges and fees and charges for options (excluding Loss or Damage Liability Reduction) at the commencement of the Rental Period and not used to cover costs for the return or re-possession of the Vehicle will be refunded to You in accordance with clause 6.4.
- 7.2 Where clause 7.1 applies, You must pay Alamo Australia, reasonable costs of retaking the Vehicle plus all other costs and charges payable under the Rental Agreement.

## 8. Your liability

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8.1 Alamo Australia does not in any way represent itself to You as carrying on the business of insurance.

### 8.2 Loss or Damage Liability cover:

- (a) In the event there is damage or loss to the Vehicle or third-party loss, as a consequence of Your use of the Vehicle, You are liable for:
  - (i) the lesser of the reasonable cost of repairs to the Vehicle and, the greater of the finance payout value of the Vehicle and the market value of the Vehicle at the time of the loss;
  - (ii) the reasonable legal expenses, debt recovery charges, appraisal and assessment fees, towing and Vehicle recovery, storage and service charges;
  - (iii) the damage or consequential third-party loss to the property of any person, which arises from or is contributed to by Your use of the Vehicle;
  - (iv) Alamo Australia's Incident/Accident Administration Fee for administration and debt recovery in relation to Your loss or damage claim as shown in the "<https://www.rentalcarguide.com.au/legal/charges>" and
  - (v) the consequential loss of income suffered by Alamo Australia for being unable to rent the Vehicle whilst in for repair. This is calculated as the number of days that the Vehicle is unavailable to rent multiplied by the daily rate for the Vehicle at the location adjusted by the utilisation for that type of vehicle during the period it is unable to be rented.

up to a maximum of the amount of Loss or Damage Liability. This amount is reduced if You purchased Loss or Damage Liability Reduction cover.
- (b) If You are liable for the Loss or Damage, once the Vehicle damage and all costs have been estimated and assessed:
  - (i) You will receive a letter outlining the costs to repair the Vehicle, towing and storage charges and our claims Incident/Accident Administration Fee and any other charges.
  - (ii) Alamo Australia will provide You with documents to substantiate repair or replacement costs or estimates and other charges, including details of how the charges have been calculated.
  - (iii) Alamo Australia's estimate of the damage and other charges will be deducted from Your credit or debit card. If You are ordinarily resident in Australia and have an Australian drivers licence, the charges will be deducted from Your credit or debit card seven days after notice has been provided to You.
- (c) In the event the loss or damage to the Vehicle occurred in an incident or accident involving a third-party:
  - (i) if You report in writing that a third-party has been involved in the incident or accident, Alamo Australia will take reasonable steps to determine fault and where practicable, obtain an admission from the third-party or it's insurer; and
  - (ii) if Alamo Australia obtains that admission within seven days and You are ordinarily resident in Australia and have an Australian drivers licence, You are not liable for the loss or damage and Alamo Australia will not debit Your credit card or approved debit card.
- (d) In the event that You are liable for the Loss or Damage and You have purchased separate insurance cover from a third-party or are otherwise covered for Your Loss or Damage Liability, Alamo Australia will not act as Your agent and You must pay the Loss or Damage Liability to Alamo Australia and claim it back from the insurer or third-party providing that insurance cover.

8.3 **Exclusion from Loss or Damage Liability cover:** Your liability for the charges specified in clause 8.2 shall not exceed the Loss or Damage Liability (or Loss of Damage Liability Reduction if applicable) unless:

- (a) You have seriously breached any term or condition of this Rental Agreement and that breach has a causal link to loss or damage, including breach of clause 3 (Prohibited Use of Vehicle), clause 5 (Your Financial Obligations to Alamo Australia) and 10.1(b) (Obligation to provide information about an accident).
- (b) the Vehicle or any third-party property is damaged by loading or unloading goods or by a person stepping, standing or sitting on the roof or on any other panel of the Vehicle.
- (c) the Vehicle or any third-party property is damaged by driving the Vehicle under or into an object lower than the height of the Vehicle.
- (d) the Vehicle is totally or partially immersed in water as a result of driving into flood waters or a flooded area or on a submerged road or by not taking reasonable care not to park the Vehicle where it may be subject to water immersion.
- (e) the interior of the Vehicle is damaged except as a result of collision damage or fair wear and tear.
- (f) any original component or accessory of the Vehicle is missing or has been replaced without Alamo Australia's approval.
- (g) You have failed to secure any load or equipment which leads to loss or damage to the Vehicle or to any third party property caused by any part of the load or equipment.
- (h) You fail or neglect to take reasonable steps to protect the safety of the Vehicle during or after the occurrence of an accident or breakdown (including following any reasonable instructions given by Alamo Australia).
- (i) the claim relates to property (including another vehicle) You or any member of Your family or a person closely associated with You owns or has physical, legal custody or control of.
- (j) You refuse to take a breath or blood test or Your blood alcohol concentration exceeds the lawful percentage whilst driving the Vehicle or You are under the influence of a drug that would prohibit You from driving under any law applicable in the State or Territory in which You are driving at the time of the event resulting in the loss.
- (k) the loss is caused by Your use or intended use of the Vehicle for an illegal purpose.
- (l) You wilfully or maliciously damage the Vehicle.
- (m) the loss is caused by Your wilful contravention of any legislation or regulation controlling vehicular traffic.
- (n) the loss is caused when You drive a Two Wheel Drive Vehicle on an Unsealed Road and You exceed the sign posted speed limit or 50 km/h, whichever is lesser.
- (o) more than one accident or incident occurs. Should more than one accident or incident occur Your liability for each subsequent incident (after the first) will be the Subsequent Loss or Damage Liability noted on Your Rental Agreement Part A for each subsequent incident.
- (p) the Vehicle is missing or stolen, and You have not kept the Vehicle locked when not in use, the keys secure and under Your personal control or You have not produced and returned the keys to Alamo Australia.
- (q) You give the Vehicle to or permit any person/s to drive the Vehicle who is not an Authorised Driver and as a result cause Loss or Damage to the Vehicle.
- (r) Your Vehicle is a Truck, Goods Van or a Passenger Van with 12 or more seats and;
  - (i) damage results from reversing the Vehicle; and or
  - (ii) damage is occasioned to the body of the Vehicle at or above windscreen centreline height; and or

- (iii) damage is occasioned in a single vehicle accident to the body of the Vehicle behind the driver's seating position; and or
  - (iv) damage is as a result of carrying goods of greater mass than the recommended capacity of the Vehicle or otherwise than in accordance with the Vehicle manufacturer's recommendations; and or
  - (v) damage is occasioned to the interior of the Vehicle.
  - (s) the loss or damage is the result of a Single Vehicle Accident and the Vehicle is a Two Wheel Drive Vehicle hired from a Remote Location and driven at Night outside city or town limits where there are no streetlights or reduced speed zones.
  - (t) the loss is occasioned in Snow or Ice Conditions and You have not purchased Snow Cover.
  - (u) the Driver of the Vehicle is under 25 years of age and the Vehicle is not a vehicle that an under 25 year old driver is permitted to drive.
  - (v) the damage is Undercarriage Damage that is caused by or directly results from contact between the underside of the Vehicle and any parts of the road or roadway or any object or obstruction including kerbs, gutters, speed humps, barriers, or wheel stops. Refer to the definition of Undercarriage Damage.
- 8.4 **Windscreen damage and Tyre damage ("WINT") cover:** You are responsible for damage caused to the windscreen and tyres during the rental period unless You purchased WINT cover at the start of the Rental Period, in which case Your Vehicle will be covered for any damage caused to the windscreen and/ or tyres during the Rental Period.
- 8.5 **Snow or Ice Conditions:** You are not permitted to drive the Vehicle in Snow or Ice Conditions unless Snow Cover has been purchased and noted on Your Rental Agreement at the time of Vehicle collection. If you elect Snow Cover You may drive the Vehicle in Snow or Ice Conditions subject to the following:
- (a) Snow Cover will not reduce Your Loss or Damage Liability.
  - (b) If You do not elect Snow Cover, You are not permitted to drive the Vehicle above the snow line.
  - (c) You must only drive the Vehicle on sealed or unsealed roads in Snow or Ice Conditions.
  - (d) All government warnings and regulations must be complied with. Non-compliance constitutes a breach of the Rental Agreement.
  - (e) Snow chains are not provided by Alamo Australia, You must procure carry and fit snow chains suitable for the Vehicle when driving in Snow or Ice Conditions or when driving into any area where it is indicated or required for snow chains to be carried or fitted to the tyres of the Vehicle and when directed to do so by any authority.
  - (f) You are responsible for ensuring snow chains are the correct size and correctly fitted to the Vehicle. You are liable for any Damage caused to the Vehicle by snow chains.
  - (g) You are liable for any Damage caused to the Vehicle paintwork windows and panels caused by removing snow from the Vehicle.
  - (h) You are liable for any Damage caused to the Vehicle if parked in areas prone to avalanches or that cause snow or ice to fall such as under a slanted roof.
- 8.6 **Loss or Damage Liability Reduction or "LDR":** If You elect and pay for LDR prior to rental commencement Alamo Australia agrees to take the risk of damage or loss and assume payment of Your LDL in part or in full. However, if You are under 25 years of age and the Vehicle is a Commercial Vehicle You are not permitted to purchase Loss or Damage Liability Reduction or otherwise reduce Your Loss or Damage Liability.
- 8.7 **For more information on Your Loss or Damage Liability see the Vehicle Damage Monitoring and Repair Policy and Procedure which is Schedule 1 to this Rental Agreement.** The Vehicle



## 9. Your obligation to release and indemnify Alamo Australia

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- 9.1 Alamo Australia's Vehicles and other products and services come with non-excludable consumer warranties under consumer protection legislation including that the products are of acceptable quality and reasonably fit for purpose and the services are provided using an acceptable level of care and skill. Subject to Alamo Australia meeting its obligations under law, You agree:
- (a) to release Alamo Australia from any claim You make for loss or damage of any personal property which has been:
    - (i) stored in the Vehicle; or
    - (ii) stolen from the Vehicle; or
    - (iii) otherwise lost during the Rental Period; or
    - (iv) left in the Vehicle after it has been returned to Alamo Australia; or
    - (v) stored or left at Alamo Australia's premises.
  - (c) to indemnify Alamo Australia for any third-party claims arising from Your use of the Vehicle if the claim arises from Your serious breach of the Rental Agreement including failure to pay the Loss or Damage liability or to comply with clause 10.1 report the incident to Alamo Australia.

## 10. Your obligation in case of an accident or any claim

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- 10.1 Where the use of the Vehicle by You, or any other person results in an accident or claim, or where damage or loss is sustained to the Vehicle or any third party or if the Vehicle has been stolen, You must:
- (a) Immediately report such incident to the local police and Alamo Australia.
  - (b) make best efforts to obtain and then immediately provide Alamo Australia with the following information where a third party is involved in the accident or claim:
    - (i) the other party's driver's details: name, address, phone number, email address and driver licence number; and
    - (ii) details of all other parties' property involved including vehicle registration, make model and colour, insurer; and
    - (iii) details of all other parties' property damage, take photos of the damaged area/s; and
    - (iv) names and contact details of any witnesses and police in attendance; and
    - (v) name and contact details of any towing contractor; and
    - (vi) street name and nearest intersection, landmarks and direction of travel of Your vehicle and other vehicles.
  - (c) Immediately furnish the information set out in clause 10.1 (b) to Alamo Australia in a fully and accurately completed, legible and signed Collision or Damage Report Form. Failure to submit within seven days of any incident will constitute a serious breach of this Rental Agreement.
  - (d) Complete and furnish to Alamo Australia within a reasonable time any statement, information or assistance which Alamo Australia or its insurer may reasonably require, including attending at a lawyer's office and at court to give evidence. Your reasonable expenses will be reimbursed.

- (e) Not make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability.
- (f) Permit Alamo Australia or its insurers at its own cost to bring, defend, enforce or settle any legal proceedings against a third-party.
- (g) Forward to Alamo Australia any claims or correspondence from third-parties immediately and Micic later than seven days of receipt.

10.2 In the event that You report the Vehicle stolen You must return the keys to Alamo Australia immediately.

## 11. Severability

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- 11.1 In case any clause or part of a provision of this Agreement is invalid, illegal, unlawful or otherwise being incapable of enforcement, that clause or part of a clause shall be read down only to the extent necessary to make it valid, legal, lawful or enforceable; and
- 11.2 If it cannot be read down, it is deemed to be severed from this Agreement and of no force and effect, and
  - (a) all other clauses or parts of clauses of this Agreement shall nevertheless prevail and remain in full force and effect, be valid and fully enforceable and
  - (b) no clause or parts of clauses of this Agreement shall be construed as being dependent upon another clause or part of a clause unless so expressed herein.

## 12. Toll roads

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- 12.1 If You travel on a Toll Road and go through a toll collection point, Your credit card or debit card will be charged for the toll charge and an administration fee per toll point. If We offer You a Toll Pass Waiver option and You elect and pay for the Toll Pass Waiver option, You do not need to pay the toll charges or administration fee. For details refer to the ["https://www.rentalcarguide.com.au/legal/charges"](https://www.rentalcarguide.com.au/legal/charges)
- 12.2 If You use Your own toll road device, account, or elect Your own independent coverage for the Vehicle You will still be charged the relevant fee by Alamo Australia if the Vehicle is recorded as having passed through an electronic toll point and Alamo Australia receives a toll road charge.
  - (a) Alamo Australia will not be responsible for any additional costs incurred by You for additional costs applied to You for the non-removal of any toll road device or account from the Vehicle.
  - (b) You will be responsible for any duplication of charges resulting from the use of Your own toll road device that is additional to toll road fees You must pay to Alamo Australia.
  - (c) Alamo Australia is not required to make any representations on Your behalf to any toll road service provider.
- 12.3 Alamo Australia will send an updated Tax Invoice for all amounts charged to You including toll road fees and charges and other rental charges to the email address provided by You. The Tax Invoice will be sent within forty-five days of receipt of same by Alamo Australia from its toll road service provider. If You do not provide an email address to Us Alamo Australia will not send a Tax Invoice to You.

## 13. Satellite Navigation

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- 13.1 If one is available, You may choose to rent a Global Positioning System (“GPS”) package from Alamo Australia for Your use in the Vehicle during the term of the rental of the Vehicle. The GPS package includes the GPS device, a cradle and a charger.
- 13.2 If you do choose to rent a GPS package You agree to pay a daily fee to Alamo Australia and You are bound by the following terms:
- (a) You will take every reasonable precaution to prevent loss of or damage to the GPS package and will return it to Alamo Australia at the end of the Rental Period.
  - (b) You will report any damage to or loss of the GPS package within twenty-four hours or as soon as is reasonably possible after the loss or damage is sustained.
  - (c) If during the Rental Period, the GPS package or any part of it is lost or it is damaged, You must pay for the replacement of the unit at rates set out in the [“https://www.rentalcarguide.com.au/legal/charges”](https://www.rentalcarguide.com.au/legal/charges) On such payment, title to any unreturned or damaged GPS package part will pass to You.
  - (d) Should You return the GPS package outside of Alamo Australia’s location’s Business Hours or to a Alamo Australia location or rental desk in an airport terminal where Alamo Australia does not have staff on duty, You must lock the GPS package out of sight in the glove box of the Vehicle and return the Vehicle key as directed by signage. You will remain responsible for the GPS package until Alamo Australia has recovered it from the Vehicle.
  - (e) Alamo Australia takes no responsibility for the accuracy of information provided by the GPS device or for any loss suffered by You as a consequence of relying on information provided by the GPS device. You are responsible for the correct and legal use of the GPS package including compliance with any legislation regarding the use of GPS devices in the State or Territory in which it is being used.
  - (f) Suggested routes are determined by the navigations system. It is Your sole responsibility to check the suggested routes to ensure that directions provided do not place You or the Vehicle at risk or in contravention of any of Alamo Australia’s terms and conditions.

## 14. Privacy Policy

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- 14.1 Alamo Australia has a Privacy Policy. The Privacy Policy outlines Alamo Australia’s personal information management practices including how Alamo Australia collects, uses, discloses and stores Your personal information.
- 14.2 When You provide Alamo Australia with personal information or accept the Rental Agreement, You consent to Alamo Australia’s Privacy Policy.
- 14.3 Set out below are some important terms of our Privacy Policy. Please take the time to read our full Privacy Policy. The Privacy Policy is on Alamo Australia’s website: <https://www.rentalcarguide.com.au/legal/privacy>
- 14.4 In the course of the performance of the rental process, it is necessary to collect some personal data. It is mandatory to provide all the requested information. In the absence of such information, Alamo Australia (the Data Controller) will not be able to correctly process your rental. Alamo Australia will use your personal data to assist you with reserving, renting, and leasing vehicles and for marketing purposes and sending customer satisfaction surveys. You may correct factual errors in that data or exercise your right to access, update, or delete personal data (where applicable) by sending a request to Alamo Australia using the contact details provided in the rental agreement that you signed when you collected the vehicle.
- 14.5 In the course of the performance of the rental process, it is necessary to collect some personal data. It is mandatory to provide all the requested information. In the absence of such information, Alamo Australia (the Data Controller) will not be able to correctly process your rental. Alamo Australia will



use your personal data to assist you with reserving, renting, and leasing vehicles and for marketing purposes and sending customer satisfaction surveys. You may correct factual errors in that data or exercise your right to access, update, or delete personal data (where applicable) by sending a request to Alamo Australia using the contact details provided in the rental agreement that you signed when you collected the vehicle.

- 14.6 Alamo Australia and/or EHI may also use and disclose personal data to respond to legal requirements (e.g. request from law enforcement agencies), to enforce local policies, to respond to claims or to protect the rights, property, or safety of others.
- 14.7 If we provide You with credit and You default on the payment of monies due to us, we may disclose Your default to debt collection agencies. We may disclose Your personal information to other related and non-related organisations such as credit reporting and fraud checking agencies. Details on how we manage this information is in our Privacy Policy.
- 14.8 Some vehicles may be fitted with Vehicle tracking devices. We will notify You if Your vehicle is fitted with a device. If Your vehicle is fitted with a device, You consent to the use of the Vehicle tracking device.
- 14.9 Some locations may use automated cameras to record Vehicle damage. Video recordings and/or photographs of the Vehicle may be taken when You pick it up and return it. Some locations may be fitted with CCTV and may record images of You, authorised drivers and passengers.
- 14.10 If You have an accident or mechanical failure or the Vehicle is stolen, we may collect and report information about the incident to the police and other third parties.
- 14.11 We may also take a photo of You and a scan of Your personal information and of Your driver's licence to confirm the information provided when You request our services to rent a Vehicle. We will take reasonable steps to securely store and destroy this information once it is no longer needed.
- 14.12 We may share Your personal information with third parties to help us on marketing and promotional projects.

## 15. Personal Properties Act 2009 (CTH) ("PPS Act")

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- 15.1 **Security agreement:** This Agreement is a security agreement for the purposes of the PPS Act.
- 15.2 **Registration:** Alamo Australia or a third party nominated by us may register a financing statement on the PPS Register (as defined in the PPS Act) in relation to any security interest contemplated or constituted by this Agreement, including in any Vehicle and any proceeds derived directly or indirectly from dealing with a Vehicle.
- 15.3 **Attending to requests:** You agree to do anything Alamo Australia requires in a timely manner so that we acquire and maintain one or more perfected security interests under the PPS Act (by registration or otherwise) including in respect of any Vehicle and all proceeds.
- 15.4 **Prohibition to create security interest:** You agree You must not create any security interest in Your or anyone's favour including in any Vehicle and/or any proceeds.
- 15.5 **Prohibition to register:** You agree You must not register, or permit anyone to register, any financing statement or financing change statement on the PPS Register.
- 15.6 **Waiver of notice:** You agree that You waive Your right under section 157 of the PPS Act to receive a copy of the verification statement relating to a security interest created under this Agreement.
- 15.7 **Contracting out:** Where the security interest is not used predominantly for personal, domestic or household purposes, to the extent permitted by the PPS Act:
  - (a) these enforcement provisions in Chapter 4 of the PPS Act do not apply – sections 95, 96, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142, and 143; and
  - (b) these provisions in Part 4.3 of the PPS Act do not apply – sections 127, 129(2), 129(3), 130(1), 132, 134(2), 135, 136(3), 136(4), 136(5), and 137.



## 16. General Provisions

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- 16.1 Words used in this Rental Agreement to denote singular words include the plural.
- 16.2 These Schedules to this Rental Agreement are part of this Rental Agreement. If we haven't covered what's on Your mind or You're unsure of anything we've talked about in this agreement, please email [customer.service@Alamo.com.au](mailto:customer.service@Alamo.com.au) for more information.



- 16.3 The laws of the state or territory of the rental location from which You collected the Vehicle will govern this Rental Agreement.

## Schedule 1 – Vehicle Damage Monitoring & Repair Policy and Procedure

### Policy

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Alamo Australia aims to be the industry leader for rental vehicle presentation, maintenance, repair, customer relations and procedural transparency. Our Vehicle Damage Monitoring and Repair Policy & Procedure is provided here to give transparency to Alamo Australia's processes of assessing damage, repairing and maintaining its vehicles.

Alamo Australia's policy is to provide Vehicles that are well maintained, and safety is never compromised. Alamo Australia will take care to ensure You are fully aware of any Vehicle damage at the time the rental commences.

Alamo Australia will make every effort to give You an opportunity to inspect Your rental vehicle, should any new damage be detected upon return from rental. If You have left the rental premises before any new damage is detected Alamo Australia will contact You without delay by the fastest communication possible.

Alamo Australia rental officers are comprehensively trained to understand the need to provide vehicles of the highest possible standard and to thoroughly inspect vehicles before and after each rental. Should Vehicle repairs become necessary, Alamo Australia will ensure that repairs are always carried out competitively and professionally. Alamo Australia will only contract suitably qualified repairers to carry out repairs and minimise the time spent off road in repair. Alamo Australia will always act with honesty and integrity in all of its dealings.

### Procedure

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#### Start of the rental inspection procedure

Alamo Australia will take a series of photos of the condition of the vehicle prior to your arrival. When you arrive, these photos will be emailed to you for your own reference of the condition of the vehicle as well as stored in our vehicle condition database.

After you've left the counter, you can view the photos via a link in the email. This is also your opportunity to upload your own photos if you think something has been missed.

Any photos should be taken before leaving the vehicle collection area. As per the car rental code of practice if this opportunity is not available or the vehicle is collected in poor lighting or bad weather, then the pictures need to be taken within an hour of pick-up.

If You believe there is additional damage not noted, and don't have the means to take photos to upload to our database via the email provided, notify a Alamo Australia staff member who will ensure to record and update additional photos on your behalf prior to the commencement of the rental.

#### Post rental vehicle damage recording procedures

When You return a Vehicle during Business Hours, Alamo Australia will conduct a post rental inspection in your presence, unless You do not wish to wait. You may take photos of any damage to the Vehicle.



If You leave our rental station before We inspect Your Vehicle, Alamo Australia will conduct an inspection of the Vehicle not more than 4 hours after the return.

If You returned the Vehicle outside Business Hours, Alamo Australia will use its best endeavours to conduct an inspection of the Vehicle within 4 hours of the rental location opening for business.

You are responsible for any loss or damage to or associated with the Vehicle until Alamo Australia's staff takes possession of the Vehicle, including where you use our key drop facility, leave the keys with a third-party (whether or not authorised by us), leave the Vehicle at our premises outside our Business Hours or leave the Vehicle elsewhere. If this is a concern, we suggest You return the Vehicle during Business Hours and notify us prior to Your return that You require an immediate inspection.

In Our post rental inspection, Alamo Australia staff will:

- will check over the body, windscreen, windows, interior, wheels, tools and accessories of the Vehicle for damage or missing parts,
- review Alamo Australia's Vehicle Inspection Report completed on Vehicle pickup to ascertain whether any damage is new or pre-existing and if it is new,
- photograph any new damage, and
- prepare and give you a Vehicle Inspection Report noting the new damage.

If You are not present at a post rental inspection where Alamo Australia identifies new damage to a Vehicle, We will contact You and send You the Vehicle Inspection Report and photos of the new damage.

Alamo Australia will store any photos of the new damage. We use the AFIA Fair Wear & Tear Guide, a copy of which is available at <https://www.afia.asn.au/carrental-code>, to distinguish between fair wear and tear and damage caused during a rental.

Alamo Australia will obtain itemised estimates and an assessment of the new damage cost.

Alamo Australia will provide You with documents to substantiate repair or replacement costs or estimates. Our communications to You will provide contact details so that You can obtain further information about any damage detected in the post rental inspection.

## Answers to Common Questions

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### What about prior vehicle damage?

Wherever possible we will rent Vehicles that have no prior damage. However where a Vehicle is rented with existing damage it will be recorded. Alamo Australia will not rent a Vehicle with damage which renders it to be un-roadworthy or in any way unsafe to drive.

### What happens if the vehicle is damaged during the rental?

If the Vehicle is damaged during the rental and is no longer roadworthy or safe to drive we will terminate the Rental Agreement. Any monies paid by You to Alamo Australia for rental time and kilometre charges and fees and charges for options (excluding Loss or Damage Liability Reduction) at the commencement of the rental and not used to cover costs at the end of the rental will be refunded to You in accordance with clause 6.4 of the Rental Agreement.

### What happens if I don't have an email address, or do not receive the pre-rental vehicle condition email?

We store all of the photos for you so there is no requirement for you to have an email address. If you would like someone to look over the car with you on collection, please refer to a customer service representative.

If you would like an email but did not receive it, please check your junk email folder first. If it is not there, contact your renting location and they can resend.

### What happens if I do not have access to the internet to view the photos on vehicle collection?



You can take photos that represent the current condition of the vehicle (ensure they are date and time stamped). You can upload them later, when you have internet access. If you would like someone to look over the car with you on collection, please refer to a customer service representative.

### **What is the process for uploading my own photos?**

You are not required to upload your own photos. You only need to do this if you feel the images we have provided do not represent the current condition of the vehicle. You can take as many images as you like to ensure you are comfortable that the vehicle condition has been captured.

Any photos should be taken before leaving the vehicle collection area. As per the car rental code of practice if this opportunity is not available or the vehicle is collected in poor lighting or bad weather, then the pictures need to be taken within an hour of pick-up.

If the photo is taken on your own device (not via the supplied upload link), the photo can be loaded at any time up until return of the vehicle. It must be time and date stamped within the above time frames. If you're unable to upload, please retain any images on your own device. You can present these if needed.

### **Can I have a replacement vehicle?**

If the Vehicle is damaged during the rental and is no longer roadworthy or safe to drive and we have terminated the Rental Agreement, Alamo Australia will only consider renting another vehicle to You (under a new rental agreement) if You were not at fault, have met Your financial obligation to Alamo Australia under clause 5.3 and once it and its insurers are satisfied there is minimal risk of a further accident or incident occurring. We will act expeditiously to review all relevant accident details and reports as soon as these are available.

We reserve the right to refuse to provide a replacement vehicle for twenty-four hours or more when you have been involved in a severe accident and the vehicle requires towing. This is to ensure Your safety and to ensure the safety of others while We assess the risks.

### **How do we record existing vehicle damage?**

Before you arrive, a series of 10 photos are taken of your vehicle prior to your arrival. We will take additional photos where relevant, of specific areas. When you arrive, these photos will be emailed to you for your reference of the condition of the vehicle.

After you've left the counter, you can view the photos via a link in the email. This is also your opportunity to upload your own photos if you think something has been missed. Any photos should be taken before leaving the vehicle collection area. As per the car rental code of practice if this opportunity is not available or the vehicle is collected in poor lighting or bad weather, then the pictures need to be taken within an hour of pick-up.

### **How do we determine vehicle damage?**

When you return the vehicle, we will inspect it. Most vehicle damage is determined by a visual check over the body, interior, tools, and accessories of the vehicle. Where mechanical or undercarriage damage is involved, professional inspection will be required.

You are held responsible for all damage to the vehicle until the inspection is completed even if the damage may have occurred after you have left the vehicle and before our inspection is completed. We will use our best endeavours to assess and report all new damage to you within a reasonable time.

### **How do we notify you of vehicle damage?**

If You have already left the rental premises we will use our best endeavours to assess and report any new damage to You and contact You without delay by the fastest communication method possible. If there is any new damage which we consider You are liable for, we will also notify You of the damage in writing and provide documents to substantiate costs or estimates once known.

### **What is damage for which you are liable?**

The damage present on the Vehicle upon return from rental will either be new damage or fair wear and tear. New damage not present at rental commencement will be assessed in accordance with the AFIA Fair Wear and Tear Guide, available at <https://www.afia.asn.au/carrental-code>

### **How do we know if the damage is new?**

Any damage that is not recorded on the Vehicle Digital Photographic Database at Vehicle pickup or otherwise recorded as detailed above under PROCEDURE is considered new damage.

### **How & when do you pay for damage?**

As soon as We become aware of any Loss or Damage relating to Your rental We will pre-authorise Your credit or debit card for the amount of the Loss or Damage Liability shown on Part A of the Rental Agreement. If You normally reside overseas or do not have an Australian drivers licence, Alamo Australia will immediately debit the Loss or Damage Liability shown on Part A of the Rental Agreement.

If You normally reside in and Your drivers licence was issued in Australia, Alamo Australia will not debit Your card for any such charges without giving You at least seven days' notice. If You are liable for damage, after the Vehicle damage and all costs have been estimated and assessed You will receive a letter outlining the costs to repair the Vehicle, towing and storage charges and our claims Incident/Accident Administration Fee and any other charges.

Alamo Australia will provide You with documents to substantiate repair or replacement costs or estimates and other charges, including details of how the charges have been calculated. We will give you an opportunity to dispute the charges.

If You normally reside in and Your drivers licence was issued in Australia, Alamo Australia's estimate of the damage and other charges will be deducted from Your credit or debit card seven days after notice has been provided to You. Alamo Australia will not deduct more than the total amount of:

- (a) the Loss or Damage Liability, reduced by the amount of any Loss or Damage Liability Reduction cover purchased by You,
- (b) the Subsequent Loss or Damage Liability (if applicable), and
- (c) the Unsealed Road Loss or Damage Liability (if applicable).

When the Vehicle is repaired, if the final costs are less than the amounts charged, You will be refunded the difference.

### **How are third party recoveries and claims handled?**

In the event that there is a third-party involved who was at fault we will attempt to recover all costs from the third-party. Your Loss or Damage Liability will be refunded if we are able to recover all our costs.

If we are unable to recover any or only a portion of our costs from a third party You will remain liable for these unrecovered costs.

If You receive a claim for damage from a third-party, You should send the letter or claim to us within seven days of receipt. If You believe the third-party claim is fraudulent, You must tell us. Provided You have not breached the Rental Agreement we will act on Your behalf until settlement of the claim. If You have breached the Rental Agreement we may decide not act on Your behalf and You will be liable for all costs.

### **Who repairs our vehicles?**

In the event of damage to the Vehicle we will select the repairer. The repairer we select will be a licensed repairer who is approved by our Insurers and who will carry out high quality repairs using quality replacement parts.

Repairs to the Vehicle will be carried out so as to minimise costs and time off the road taking into account availability of parts, repairer workload and Our existing bookings. Provided the Vehicle is roadworthy we may decide to rent it before repairs are carried out.

We may also obtain a repair quotation for Our Vehicle and use it as the basis of Our recovery of costs from You. We may choose not to repair Our Vehicle at this time or at all, at Our discretion.

### **How do we resolve conflicts?**

Disputes may arise over damage, liability for damage, the costs and other matters relating to Vehicle damage. Where You believe You have been dealt with unfairly by us or if You believe we have made an error You should raise Your concerns with the Claims Manager whose contact details appear below.

If You and the Claims Manager are unable to reach a settlement Your case will be reviewed by the Senior Manager with responsibility for the area of Your comments. The Senior Manager will then review Your complaint and provide a response in writing of the final decision in relation to the complaint, including the reasons for that decision and Your right to take the dispute to external dispute conciliation. If You are still unsatisfied at the handling of the matter You should follow Alamo Australia's Dispute Resolution Policy which is outlined in Schedule 3 of this Rental Agreement.

#### **Contact Details**

Claims Manager

Email: [claims@Alamo.com.au](mailto:claims@Alamo.com.au)

Mail: Redspot Head Office Pty Ltd

PO Box 886

Mascot NSW 1460 Australia

Phone: 1300 035 807

## **Schedule 2 – Security Bond Information**

### **Bonds**

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At the start of each rental Alamo Australia requires a security bond.

If Alamo Australia makes a preauthorisation on Your credit card, it simply secures an amount of Your credit card allowing Alamo Australia access to the funds for any additional charges for fuel, rental extensions, traffic infringements or if damage is caused to the Vehicle while under Your care. If Alamo Australia does not process a charge the pre-authorisation is automatically cancelled by Your credit card provider. In the event a preauthorisation remains on Your online statement 14 days after your return, Alamo Australia can reverse the transaction upon request, however, it is up to Your individual bank to release the funds.

By entering into the Rental Agreement, you give Alamo Australia specific authority to debit the card within a reasonable time of any damage being detected, a vehicle being identified as stolen or missing, a claim for third-party loss, a claim being sent to Alamo Australia for an infringement, fine or toll during the period of rental or an accident claim being lodged. As soon as We become aware of any Loss or Damage relating to Your rental We will pre-authorise Your credit or debit card for the amount of the Loss or Damage Liability shown on Part A of the Rental Agreement. The pre-authorized amount will be held on Your credit or debit card until Alamo Australia has determined Your liability. If You normally reside in and Your drivers licence was issued in Australia, Alamo Australia will not debit Your card for any such charges without giving You at least seven days' notice and an opportunity to dispute the charges. Alamo Australia will not debit Your card if clause 8.2(c) (ii) applies. It is a specific condition of the Rental Agreement that this authority is provided to Alamo Australia.

## **Schedule 3 – Dispute Resolution Policy**

Alamo Australia is committed to providing its customers with quality products and exceptional service. However Alamo Australia understands that occasionally problems may arise and seeks to resolve these as quickly as possible.

If You have a comment or complaint about any aspect of Your experience with Alamo Australia we want to hear about it. Your feedback helps us to identify and address issues with our service and thereby improve the Alamo Australia experience for all customers.

We aim to conduct complaints handling in a fair, transparent and timely manner.

We ask that You raise any issues or provide feedback directly with the rental location You are collecting the Vehicle from or returning to. If the problem is not resolved to Your satisfaction within seven days, please raise Your concerns to [customer.service@Alamo.com.au](mailto:customer.service@Alamo.com.au)

If it is not possible to raise Your issue directly with the rental location or if it involves another area of Alamo Australia's activities You should email comments to [escalation@Alamo.com.au](mailto:escalation@Alamo.com.au)

Your comments will be acknowledged and an initial response will be provided within five working days. It may take longer to ultimately resolve the issue depending on its complexity.

Alamo Australia aims to resolve any complaint within fifteen working days of the date of receipt of the complaint, provided we have all necessary information and have completed any investigation required. If Alamo Australia cannot respond within fifteen business days because we do not have all necessary information or have not completed an investigation, We will let You know as soon as reasonably practicable within the fifteen-working-day timeframe of the revised response date.

If You are unsatisfied with the response from Alamo Australia's Customer Experience Team You may ask for the matter to be reviewed. The Customer Experience Team will then pass the matter on to the Senior Manager with responsibility for the area of Your comments. The Senior Manager will then review Your complaint and provide a response in writing of the final decision in relation to the complaint, including the reasons for that decision and Your right to take the dispute to external dispute conciliation.

In addition to the Internal Dispute Resolution process, Alamo Australia also subscribes to the Australian Car Rental Conciliation Service, which provides external dispute conciliation. Details of this service may be located online at <https://www.afia.asn.au/carrental-code#car-rental-form> or by calling toll free 1800 366 840.

## Schedule 4 Fitting of Child Restraint Policy

If Alamo Australia provides a child restraint, Alamo Australia staff may assist You however please be aware that for safety reasons Alamo Australia cannot install a child restraint for You. It is Your responsibility to ensure that the child restraint is suitable for Your child, is correctly installed and that Your child is safely restrained.

Alamo Australia does not take any responsibility for incorrect fitting, fines, injury or death caused by the fitting of the seat in the Vehicle.

It is Your responsibility to comply with the applicable State or Territory seat belt and child seat restraint laws. Fines may be imposed by police on any occupant who does not have a seat belt or who has not fitted or properly adjusted a child seat restraint for a child. You are responsible for checking a child seat is fitted correctly in the Vehicle.

## Schedule 5 Contacts

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

### During your rentals

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If you have any questions or problems during your rental (e.g., to change the Return Time or return location) you can telephone our Customer Care Centre 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.

### After your rentals

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Ask our Customer Care team. If you disagree with any charges on your return or have a complaint relating to your rental experience or privacy, you should:

- call the Customer Help Desk using the details on your rental agreement.
- using the contact details provided below and our team will help resolve any issues.

We aim to deal with all customer contacts within 15 days.

## Key Contacts

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Contacts	Phone	Email
Reservations	1300 035 807	<a href="mailto:reservations@Alamo.com.au">reservations@Alamo.com.au</a>
Customer Service	+61 2 8303 2293	<a href="mailto:Customer.service@Alamo.com.au">Customer.service@Alamo.com.au</a>
Roadside Assistance	1800 648 058	
Claims Management	+61 2 8303 2222 (ext 4)	<a href="mailto:Claims@Alamo.com.au">Claims@Alamo.com.au</a>

## Key Websites

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Contact	URL
Alamo Australia Website	<a href="http://www.alamo.com.au">www.alamo.com.au</a>
Privacy Policy	<a href="https://www.rentalcarguide.com.au/legal/privacy">https://www.rentalcarguide.com.au/legal/privacy</a>
Terms and Conditions	<a href="https://www.rentalcarguide.com.au/legal/terms">https://www.rentalcarguide.com.au/legal/terms</a>