

CAR RENTAL AGREEMENT - TERMS AND CONDITIONS

1. DEFINED TERMS - 1.1 In these terms and conditions

"Administration Fee" means the fee detailed on the cover page to cover the companies administration and processing cost. **"Agreement"** means this agreement between you and the company and includes the cover page, these terms and conditions, the vehicle report and any annexure that is attached. **"Corporate Account"** means the company, association or group who has credit facility or payment account or any other arrangement with the company. **"Collision Damage Waiver"** Means the choice available to you to reduce your liability in the event that you are involved in an accident or collision causing damage to the vehicle. **"Company"** means the company hiring the vehicle to you as identified on the cover page. **"Cover Page"** means the first page of this agreement. **"Credit Card Fee"** means the additions payment required where the payment of any charge is made by credit card as indicated on the cover page. **"Drivers Licence"** means unexpired drivers licence for the particular class of vehicle issued in Australia. **"Fuel Level"** is the amount of fuel contained in the vehicle. **"Fuel Service Fee"** means the fee charge when you return the vehicle with less fuel then when you hired it as indicated on the cover page. **"Hirer Liability Amount"** means the amount indicated on the cover page. **"International Drivers Licence"** means an unexpired, unrestricted drivers licence by a government authority of any country allowing the holder to drive in Australia, Provided the authority to drive in Australia is written in English. **"Off Road"** means unsealed roads and includes beaches, 4wd tracks, grass plains and sand tracks but does not include unsealed roads that are in a caravan park, Bed and Breakfast establishment or any other property, which the primary use of paid accommodation. **"Rental Period"** means the period commencing at the date and time shown on the coverage and ending on the date and time you return the vehicle to the company. **"Repairs"** means any mechanical or panel beating repairs, includes any towing, recovering and storing of the vehicle. **"Sealed Road"** means and surface sealed with any hard material such as tar, bitumen or concrete. **"4WD (Four Wheel Drive)"** means any vehicle whose class is indicated as 4WD on the cover sheet. **"Vehicle"** means the vehicle described on the cover page or any substitute vehicle. **"Vehicle Report"** means the report accepted by you at the commencement of this agreement detailing the condition of the vehicle and is attached to and from part of this agreement. **"Vehicle Transport Fee"** means the amount shown on the cover page being the reasonable fee charge by the company in consideration of this (a) Cost to relocate the vehicle to its place of hire; or (b) loss of use, in the event that the agreement for an alternate drop off point has been previously arranged with the company in writing. **"You" or "Your"** refers to the person(s) identified as the "hirer" and any authorized driver identified on the cover page.

2. CONDITION OF THE VEHICLE

You acknowledge receiving the vehicle from the company in a good and clean condition except as specified in the vehicle report with all the items specified in the vehicle report or in this agreement.

3. DRIVERS

3.1 The following persons must not drive the vehicle (without prior written consent of the company).

(a) a person who is not (1) listed on the cover page (2) your employee or employer if the use of the vehicle relates to your business activities and the vehicle has been hired under a corporate account. (b) a person who does not hold a current drivers licence or international driver licence. (c) a person who holds a learner permit. (d) a person who's blood alcohol concentration exceeds the maximum level of concentration or who is under the influence of any drug or and illegal substance, or (e) a person who has given the company false details of any kind.

3.2 The company reserves the right to refuse the hire of the vehicle where the age of the driver is outside the scope of the company's insurance policy.

4. USE OF VEHICLE

4.1 Your use of the Vehicle is restricted by the limitations of the cover page including the authorized area of use.

4.2 You must not use the vehicle on of roads unless you have hired a 4WD in which case you can apply for the company's authority to drive the vehicle on any 4WD track.

4.3 You must not use or permit the vehicle to be used for any of the following:

(a) any illegal purpose (b) to race or performance test of any kind (c) without the companies prior written consent, to tow, push, or propel anything (d) sublet or let the vehicle on hire to any other person (e) to carry more passengers then may be properly accommodated by the seat belt restraints provided in the vehicle (f) to carry a greater load then that for which it was built (g) to carry passengers for payment or reward (h) use the vehicle when it is damaged or unsafe (i) the vehicle to transport goods without all necessary approvals, permits licences and government requirements (to be obtained at your cost) and in accordance with the vehicle manufacturer (j) without the companies prior written consent, to carry any inflammable, explosives, or corrosive substances (k) without the companies prior written consent, to transport any animal inside the vehicle (l) operate or permit the vehicle to be operated in breach of any legislation, regulation, rules or bylaws relating to road traffic and use, or (m) to be jump started or jump start another vehicle

4.4 You will be responsible for any damage whatsoever caused to the vehicle which arises from use of the vehicle is restricted or prohibited by this clause 4

5. SECURITY, SAFETY AND CARE OF THE VEHICLE

5.1 You must (a) maintain all the vehicles engine and brake oils and engine coolant levels to the manufacturer specifications and insure that the tyres are maintained at the manufactures recommended pressure as provided in the vehicle manual (b) keep the vehicle locked and the keys under your personal control (c) be able to produce the keys if the vehicle has been stolen (d) comply with any applicable seat belt and child restraint laws, and (e) generally do all things necessary to keep and maintain the vehicle in its current state and condition

6. RETURN OF VEHICLE

6.1 You must return the vehicle to the company

(a) to the place, or the return date and the return time shown on the cover page unless extended by agreement (b) in the same condition as detailed in the vehicle report

6.2 If you return the vehicle before the return date, you may be entitled to some rebate of fees and charges

6.3 If you fail to return the vehicle by the return date and fail to notify the company to extend the rental period the vehicle may be reported as stolen

6.4 If you return the vehicle to any place other then a company location, or if the vehicle is returned outside the hours of operation, you will be deemed to have returned the vehicle to the company only when the company takes possession of the keys too the vehicle during its hours of operation, the rental charges will continue and you will be responsible for the vehicle until such time as the vehicle is deemed to have been returned

6.5 If you return the vehicle to a location other the return location shown on the cover page, the vehicle transport fee may apply

6.6 If you return the vehicle with less fuel then it had when you rented it, you must pay the fuel service fee, the fuel level is indicated in the vehicle report

7. VEHICLE BREAKDOWN - YOUR RIGHTS

7.1 If the vehicle breaks down due to a mechanical fault and you have used the vehicle in accordance with clauses 5 and 5 at all times, the company will supply you with a replacement vehicle of the same or similar model

7.2 The company will not charge you any rental during the period in which you do not have use of the vehicle due to a break down under clause 7.1

8. LOSS AND DAMAGE TO THE VEHICLE

8.1 Except to the extent of the company negligent or other liable at law, you are liable: (a) for the loss of, and all damage to, the vehicle; (b) any damage to a third party and third party property caused by the vehicle (c) the cost of towing, recovering and storing the vehicle; and by administration cost incurred by the company arising under clauses 8.1 (a) to (c)

8.2 Your Liability under clause 8.1 will be limited in accordance with the terms and conditions of the options you have chosen under the hirer liability amount except where the damage or loss

(a) arises from theft, where the vehicle is left unlocked or unsecured or you have not kept the keys secure. (b) is caused from immersion in water (c) is to the tyres or windscreen (d) is to the underbody or overhead damage including to the roof, bonnet or boot not resulting from a collision (e) is caused by you driving the vehicle with less than the manufactures recommended level or radiator fluid, oil or tyre pressure (f) is caused by you driving the vehicle in a reckless or dangerous manor (g) is caused by using the vehicle in breach of clauses 4 or 5 of this agreement.

8.3 In the event of a loss or damage to the vehicle, you agree to pay on demand by the company;

(a) the hirer liability amount; (b) the cost of repair or reinstatement of loss or damage where such loss or damage is not limited under clause 3.2 to the hirer liability amount; (c) and loss incurred by the company because the company is not able to use the vehicle to generate rental incomes a result of your fault

8.4 You must not arrange or undertake any repairs to the vehicle without the written authority of the company except to the extent that the repairs are necessary to prevent further damage to the vehicle or other property in which case you must first attempt to contact the company and obtain approval for the repairs

8.5 The company will only reimburse you for the costs of any authorised repairs if your produce to the company the original receipts for those repairs

9. LIABILITY FOR LOSS OR DAMAGE TO OTHER PROPERTY

9.1 Except to the extent the company is negligent or otherwise liable at law, you are liable

(a) For all damage to the property of any person; (i) which is caused or contributed to by you; or (ii) which arises from your use of the vehicle; and (b) for loss of, damage to, any property stolen from the vehicle or otherwise lost or damage during the rental period

9.2 Subject to clause 9.1 you indemnify the company for any loss of, or damage during the rental period

9.3 The company shall not be responsible for the state and condition of any property found in the vehicle after the rental period

9.4 Any person claiming the return of any property found in the vehicle after the rental period is required to furnish the company satisfactory proof of ownership

9.5 You have the rights conferred under consumer legislation and neither clause 9.1 nor any other provision of the agreement is intended to exclude, restrict or modify any non excludible terms or rights which you may have.

10. LEGAL PROCEEDINGS AND CLAIMS

10.1 Where your use of the vehicle results in an accident or claim; or where damage or loss is sustained to the vehicle or other property or if the vehicle has been stolen, you must;

(a) promptly report such incident to the local police; (b) promptly report such incident in writing to the company by accurately completing the applicable company forms; (c) not make or give any offer, admission of liability, promise of payment, waiver, release indemnity or settlement without the companies written consent; (d) allow the company or insurers at its own cost to conduct or settle any legal proceedings against a third party; (e) allow the company to claim in your name under the applicable vehicle insurance and you must do everything that maybe reasonably required to assist the company in making such a claim, including assigning the benefit of any insurance claim to the company; (f) complete and furnish to the company; with reasonable time any statement, information and or assistance necessary accommodation costs; and (g) forward to the company any claims or correspondence from third party within (seven) 7 days of receipt

10.2 Failure to do what is required under clause 10.1 may result in you being responsible for any resulting costs incurred by the company

11. BREACH OF THESE TERMS AND CONDITIONS

11.1 The company with have the right to terminate the agreement at any time following any material breach by you and take immediate possession of the vehicle

11.2 Termination under clause 11.1 will result in you paying for

(a) all reasonable cost for towing, storage and recovery of the vehicle (b) all reasonable costs to return the vehicle to its condition at the start of the rental period or replacement of vehicle (c) all reasonable administration costs to the company (d) damage to third party caused by you (e) the administration fee; and (f) and loss incurred by the company because the company is not able to use the vehicle to generate rental income as a result of your fault pursuant to clause 8.3 (c) of this agreement

11.3 You will be entitled to terminate this agreement if the company materially breaches its obligations

12. APPLICABLE LAW - 12.1 The laws of the state or territory in which the vehicle is delivered to you govern the terms and conditions of this agreement

13. COMPLAINT HANDLING PROCEDURE

13.1 If you believe that there has been an error in your account or in the amount being charged is unreasonable you must notify the manager of the company office from where you rented the vehicle and submit within twenty - eight (28) days your complaint in writing providing full details together with any evidence to support your complaint

13.2 If the company concludes as a result of its investigation that;

(a) your account has incorrectly been debited, the company will credit your account the shortfall and will notify you in writing; or (b) Your account has been correctly debited, the company will respond by providing you with its reasons.

13.3 If you are still dissatisfied and have any further queries, you must notify the company in writing within seven (7) days and a meeting will be arranged as soon as practically possible with a senior representative of the company in an attempt to resolve the issue

14. PPSR

14.1 Any hire that extends past 90 days, Turnbull's will register our interest under this Rental Agreement on the Personal Property Securities Register. Turnbull's does not need to notify you if we make or change such a registration, to the extent permitted by the law

15. PRIVACY ACT

15.1 The company is committed to protecting and maintaining the privacy of your personal information. In Australia the Privacy Act 1988 regulates the handling of personal information

15.2 The company's privacy policy explains how the company protects your privacy and how it collects, uses and discloses personal information that you provide

15.3 The company's privacy policy is available on request.

ROADS AND MARITIME SERVICES TERMS AND CONDITIONS

Roads and Maritime Services (ABN 76 236 371 088) (**RMS**), through Rental Co as RMS' agent, offers an E-Toll Facility to You on these RMS Terms and Conditions which comprise: the RMS E-Toll Facility Terms and Conditions; and the RMS Privacy Consent and Agreement.

RMS E-TOLL FACILITY TERMS AND CONDITIONS

1. Your E-Toll Facility

(a) Your E-Toll Facility is provided by RMS to You to enable You to pay Tolls and Fees relating to the E-Toll System in accordance with these RMS Terms and Conditions. (b) In order to use Your E-Toll Facility, You or Your Authorised Driver must travel in an Electronic Tolling Lane. (c) You remain responsible at all times for the acts and omissions of any Authorised Driver, any other person using the Vehicle or any Authorised Representative using or operating Your E-Toll Facility, including for any Tolls and Fees they incur. (d) A Tag may be installed in Your Vehicle as part of the E-Toll Facility. The Tag is the property of RMS. You must not use any other tag in the Vehicle or register for any other electronic or video tolling product in relation to the Vehicle. If You do use another tag or electronic or video tolling product, You will still be charged Tolls and Fees by RMS under these RMS Terms and Conditions and You may be charged other amounts by the provider of the other tag or electronic or video tolling product used.

2. Payments, fees and charges in connection with Your E-Toll Facility

(a) You must pay the following amounts to RMS in connection with the use of Your E-Toll Facility: (i) all Tolls (it is Your responsibility to be aware of all Tolls payable in connection with the use of a toll road); (ii) the Service Fee for each calendar day on which the Vehicle incurs a Toll using Your E-Toll Facility (part of which is paid by RMS to Rental Co); (iii) a Processing Fee in the circumstances described in clause 5(b); (iv) a Dishonour Fee in the circumstances described in clauses 3(c) and 3(f); and (v) any other costs reasonably incurred by RMS in enforcing its rights under these RMS Terms and Conditions, including any fees or charges imposed by a third party on RMS where You have refused or failed to pay any amount under these RMS Terms and Conditions. (b) You acknowledge that if You fail to pay any Tolls or Fees as required by these RMS Terms and Conditions, RMS may refer that failure to a Credit Reporting Agency.

3. Payment methods and authority

Payment by Nominated Card (a) If You are using a Nominated Card to pay for the rental of the Vehicle or have otherwise provided a Nominated Card for the payment of Tolls and Fees, You: (i) promise to RMS that You are authorised to use the Nominated Card to meet Your payment obligations under these RMS Terms and Conditions; and (ii) authorise RMS to debit amounts from, or credit funds to, the Nominated Card in respect of Tolls and Fees and other amounts payable to, or from, RMS under these RMS Terms and Conditions. (b) RMS will debit Tolls and Fees from the Nominated Card as soon as practicable after the relevant Tolls and Fees are incurred or, where applicable, notified to RMS by a toll road operator. (c) If: (i) there are insufficient funds available in the Nominated Card to meet Your payment obligations under these RMS Terms and Conditions; or (ii) a transaction on the Nominated Card is declined for any reason, save for: (A) the negligence of, or wilful misconduct by, RMS or any of its officers, employees or agents; or (B) an RMS systems error; You will be charged a Dishonour Fee by RMS and You (or, if relevant, the Nominated Card Holder) may be charged fees, charges and interest by Your financial institution or, if relevant, the financial institution of the Nominated Card Holder. (d) You must ensure that You immediately provide RMS with details for an alternative Nominated Card, which can be used to meet Your obligations under these RMS Terms and Conditions, and an authority for RMS to debit the alternative Nominated Card, if: (i) the existing Nominated Card is cancelled, suspended or is otherwise not useable; or (ii) the existing Nominated Card Holder cancels Your authorisation to use the existing Nominated Card. *Payment by invoice for Long Term Hire Customers* (e) If You are a Long Term Hire Customer and You have not otherwise provided a Nominated Card for the payment of Tolls and Fees: (i) RMS will issue You one or more invoices recording all Tolls and Fees incurred or, where applicable, notified to RMS by a toll road operator. The invoice will be posted to Your nominated postal address; and (ii) You must pay all Tolls and Fees in Australian currency by electronic funds transfer, cheque, money order or credit card in accordance with the instructions in the relevant invoice. (f) If You pay by cheque or money order and that cheque or money order is dishonoured by the issuer, You will be charged a Dishonour Fee by RMS and You may be charged fees, charges and interest by Your financial institution.

4. Errors in charging Tolls and Fees

(a) If RMS incorrectly credits You with, or pays to You, an amount in connection with Your E-Toll Facility RMS may recover that amount from You provided that RMS has given You 10 days prior written notice of its intention to do so. (b) RMS will pay, within a reasonable time, any refund due to You in connection with Your E-Toll Facility by such method as RMS may reasonably choose.

5. E-Toll Facility Transaction Summary

(a) You may view a Transaction Summary without charge at any time by logging on to www.myetoll.com.au. (b) If You request that RMS provides a Transaction Summary to You, You will be charged the applicable Processing Fee for the method of delivery elected by You (if that method is stated to be available).

6. Lost, stolen or malfunctioning Tags

(a) You must immediately inform Rental Co if either of the following occur: (i) the Tag is lost or stolen or You become aware that the Tag malfunctions or is in any way defective; or (ii) the Vehicle is lost or stolen. (b) If You inform Rental Co that the Tag is malfunctioning or is in any way defective, Your E-Toll Facility will still enable You to use the E-Toll System and to pay Tolls and Fees in accordance with these RMS Terms and Conditions and You will continue to be liable for Tolls and Fees. (c) If the Tag or the Vehicle is lost or stolen and You have immediately informed Rental Co, You will not be liable for Tolls and Fees incurred by that Tag or Vehicle from the time that You have informed Rental Co.

7. GST

(a) Unless otherwise indicated, all Tolls and Fees are inclusive of GST. (b) If GST is stated as not to be inclusive, You are liable for any GST payable.

8. General

(a) New South Wales laws govern these RMS Terms and Conditions. (b) Unless agreed otherwise, if You, an Authorised Driver or Authorised Representative need to notify RMS of any matters or make a request in relation to Your E-Toll Facility, it must be made in writing by mail, email or facsimile. All notice details are contained on www.myetoll.com.au or You may call 131 865. Notification is effective only upon RMS' receipt of written confirmation.

9. Definitions

In these RMS Terms and Conditions, except where the context otherwise requires: "**Authorised Driver**" means each "Authorized Driver" or "Additional Driver" specified in Your Rental Agreement. "**Authorised Representative**" means an individual who is 18 years or older and who is authorised by You to use and access Your E-Toll Facility. "**Credit Reporting Agency**" means a corporation that carries on a credit reporting business. "**Dishonour Fee**" means: (a) in relation to payment by a Nominated Card, a fee of \$1.15; (b) in relation to payment by cheque, a fee of \$20.00; and (c) in relation to payment by money order, a fee of \$25.00. "**Electronic Tolling Lane**" means a Tolling Lane which is designated as permitting the payment of Tolls by electronic means. "**E-Toll Facility**" means the facility described in clause 1(a). "**E-Toll System**" means the entire system relating to electronic tolling operated by RMS, any operator of a toll road or any Tag Issuer or Pass Issuer. "**Fees**" means each of the fees and costs (and any taxes applicable to them) described in clauses 2(a)(ii) – 2(a)(v) inclusive of these RMS Terms and Conditions. "**GST**" has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999* (Cth). "**Long Term Hire Customer**" means a person who rents a Vehicle from Rental Co for a period of not less than 30 consecutive days. "**Nominated Card**" means a valid credit card or MasterCard or Visa branded debit card nominated by You as the source of payment for all Tolls and Fees. "**Nominated Card Holder**" means a person other than You who holds a Nominated Card. "**Pass Issuer**" means a toll road operator that uses the E-Toll System and issues, or an entity that does not operate a toll road but issues, passes or other electronic or video tolling products for the purpose of the E-Toll System. "**Processing Fee**" means in relation to a Transaction Summary delivered: (a) by mail, a fee of \$5.00; or (b) by email, a fee of \$2.20. "**Rental Agreement**" means the agreement entered into between You and Rental Co comprising the documents titled "Turnbull's Hire/Drive" and "Car Rental Agreement - Terms and Conditions". "**Rental Co**" means Turnbull Hire Drive Pty Ltd ABN 58 161 959 164. "**RMS Terms and Conditions**" means these Roads and Maritime Services Terms and Conditions which comprise the "RMS E-Toll Facility Terms and Conditions" and the "RMS Privacy Consent and Agreement". "**Service Fee**" means a fee of \$3.30. "**Tag**" means the RMS device installed in the Vehicle to enable the payment of Tolls by electronic means. "**Tag Issuer**" means a toll road operator who uses the E-Toll System and issues tags, or an entity that does not operate a toll road but issues tags for the purpose of the E-Toll System. "**Toll**" means all toll charges or other fees and charges imposed by the operator of a toll road for, or taxes payable in respect of, each Trip taken by the Vehicle during the period in which You have hired the Vehicle. "**Tolling Lane**" means a lane on a toll road at a toll collection point. "**Tolls and Fees**" means all Tolls and Fees and any other payments, amounts or charges referred to in these RMS Terms and Conditions. "**Transaction Summary**" means a summary of the transactions (including the Tolls and Fees incurred) on Your E-Toll Facility. "**Trip**" means the driving of a Vehicle past a toll collection point. "**Vehicle**" has the same meaning given to that term in Your Rental Agreement. "**You**" or "**Your**" refers to the person(s) who have agreed to be bound to these RMS Terms and Conditions and with whom the Rental Agreement is made.

10. Interpretation

(a) Headings are for convenience only and do not affect interpretation. Any use of the singular includes the plural and the converse applies. A gender includes all genders. (b) Any reference to **dollars** and \$ is to Australian currency. (c) The word includes in any form is not a word of limitation. (d) A reference to a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity.

RMS PRIVACY CONSENT AND AGREEMENT

RMS is required to comply with Privacy Laws and other road transport, driver licensing and vehicle registration legislation when dealing with any Personal Information, including E-Toll Information. This RMS Privacy Consent and Agreement contains consents and promises from You in relation to E-Toll Information collected from You and from third parties to enable RMS and others to collect, use and disclose it for Permitted Purposes. You are not required by law to provide E-Toll Information to RMS, but if You do not, RMS will not be able to provide the E-Toll Facility to You. Your Personal Information will be held by RMS at Level 3, Octagon Building, 99 Phillip Street Parramatta or at any new or additional address or addresses disclosed in RMS' privacy policy from time to time. RMS' privacy policy, which explains RMS' privacy practices including how to make an application to access or correct information about You or a complaint, and RMS' complaints handling processes, is available at: <http://rms.nsw.gov.au/gipa/privacy/index.html> or (02) 8588 4981.

Consents given by You

1. In exchange for RMS providing the E-Toll Facility, You consent to and authorise: (a) collection of E-Toll Information by any Authorised Information Recipient from any person (including from Rental Co and from video and/or camera surveillance of toll roads conducted by RMS or third parties for traffic management or toll violation enforcement purposes); (b) use and disclosure of E-Toll Information by and to Authorised Information Recipients for the Permitted Purposes; (c) disclosure of E-Toll Information in online accounts accessible to any person with access to Your Agreement Number and surname; and (d) disclosure of E-Toll Information to persons outside Australia for the Permitted Purposes on the basis that RMS is not required to ensure that any overseas recipient complies with the Privacy Laws.

Promises made by You

2. You promise that: (a) prior to disclosing any information to RMS or Rental Co about an Individual, You have obtained their consent to the matters in clause 1 of this RMS Privacy Consent and Agreement; and

(b) all information You provide to RMS about You or any Individual is or will be accurate, complete and up-to-date, and will not be false or misleading.

Definitions

"**Agreement Number**" means a unique agreement number provided to You by Rental Co or by RMS in connection with the Rental Agreement. "**Associated Contractors**" means RMS' suppliers, agents, distributors and contractors in relation to any Permitted Purposes. "**Authorised Information Recipient**" means RMS, Rental Co and each Authorised Driver, Authorised Representative and Intended Recipient. "**Clearing House**" means any person who operates a clearing house for operators of toll roads, or Tag Issuers or Pass Issuers or any combinations of these. "**E-Toll Information**" means any information relating to You or Your E-Toll Facility, Vehicle, the location of a Tag or Vehicle at any time, the direction of travel, or video and/or camera surveillance operated at toll roads. E-Toll Information may include Personal Information about: (a) You; or (b) any Individual, including a name, address, phone number, email address, drivers licence number, date of birth, Vehicle hire and usage information, billing or financial information, Rental Agreement, Nominated Card and other Personal Information contained in video and/or camera surveillance of toll roads for traffic management or toll violation enforcement purposes conducted by RMS or obtained by RMS from third parties. "**Individual**" means any individual, including any Authorised Driver, Authorised Representative, and Nominated Card Holder. "**Intended Recipients**" means the following parties both within and outside NSW: (i) Credit Reporting Agencies; (ii) Associated Contractors; (iii) Tag Issuers; (iv) Pass Issuers; (v) any bank, financial institution or Clearing House; (vi) RMS' professional advisers including legal advisers, accounting advisers and other professional advisers; (vii) driver licensing and vehicle registration agencies, law enforcement agencies, public revenue authorities, road safety authorities and solicitors in relation to motor vehicle accidents; (viii) owners and other operators of toll roads; and (ix) persons providing services to any of the entities set out in (i) to (viii). "**Permitted Purposes**" means any one or more of: (a) facilitating the use of and carrying out functions and activities relating to: (i) tolls and their enforcement; (ii) the E-Toll System; (iii) any cashback system; (iv) Your E-Toll Facility and Tags; (v) verification of Your Rental Agreement (including verifying the details of a Nominated Card Holder); (vi) obtaining feedback about the E-Toll System and Your E-Toll Facility; and (vii) analysing information relating to traffic conditions, travel times and road usage and disclosing aggregate information (including to the public); (b) auditing of the E-Toll System; (c) law enforcement; (d) the enforcement of a law imposing pecuniary penalty; (e) the protection of the public revenue; (f) road safety; (g) release of information to solicitors acting as agents for their clients in relation to motor vehicle accidents where RMS is compelled to do so by a court order; (h) obtaining advice and professional services on a confidential basis; (i) market research and statistical analysis; (j) other purposes related or incidental to the purposes listed above; and (k) such other purposes as are permitted by Privacy Laws, in each case both within and outside NSW. "**Personal Information**" means information or an opinion (including information or an opinion forming part of a database and whether or not recorded in a material form) about an individual whose identity is apparent or can reasonably be ascertained or is reasonably identifiable from the information or opinion and any other information subject to the Privacy Laws. "**Privacy Laws**" means the privacy laws which apply to RMS from time to time, including the *Privacy and Personal Information Protection Act 1998* (NSW) for so long as it applies to RMS and any other current or future legislation, mandatory codes and policies relating to the handling of Personal Information which apply to RMS. Other capitalised terms in this RMS Privacy Consent and Agreement have the meaning given in the RMS E-Toll Facility Terms and Conditions. Clause 10 of the RMS E-Toll Facility Terms and Conditions applies to the interpretation of this RMS Privacy Consent and Agreement.