

# SIXT AUSTRALIA – BOOKING TERMS AND CONDITIONS

## IMPORTANT INFORMATION

### COMMUNICATIONS

By making a booking you are consenting to Sixt Australia, Sixt SE and their related bodies corporate sending you updates, offers and other marketing communications in accordance with our Privacy Policy. If you do not wish to receive such communications you may unsubscribe by clicking on the unsubscribe link at the bottom of our messages.

### CONSUMER RIGHTS STATEMENT

All your rights set out in these Booking Terms and Conditions are in addition to your rights as a consumer under applicable consumer protection legislation, including the Australian Consumer Law. Your consumer rights are not excluded, restricted or modified by these Booking Terms and Conditions and apply to the full extent required by the Australian Consumer Law. 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.

### OUR COMMITMENT TO YOU

SIXT Australia is a leading vehicle rental group in Australia with a network of franchised and corporately owned locations. We aim to meet your vehicle rental needs on every occasion and to make the experience as easy as possible. Your input as a customer informs what we do and how we do it so if you feel that something is working well or could be improved, please let us know via the *Contact* section on our website [www.sixt.com.au](http://www.sixt.com.au) so we can direct you to the right area of our business.

### SIXT STATUS PROGRAM

By renting with SIXT you can take advantage of the SIXT Status Program – SIXT's worldwide loyalty program. The more you rent the more offers and promotions you can qualify for. Register online at [www.sixt.com.au](http://www.sixt.com.au) to manage your profile and login when booking to make sure that all your rentals are counted towards your status.

### PRIVACY POLICY

Our Privacy Policy located at [www.sixt.com.au/privacy](http://www.sixt.com.au/privacy) contains important information about how and for what purpose we collect, use and disclosure personal information. By making a booking with us, you agree to our Privacy Policy and consent to our collection use and disclosure of your personal information in the way described in our Privacy Policy.

### COVID-19 - CANCELLATIONS

At SIXT, we understand things are a bit uncertain at the moment. If you need to cancel your booking due to Covid-19 restrictions, SIXT will waive any cancellation fees that would otherwise apply. If you need to cancel your prepaid booking for any other reason, fees apply for cancellations within 24 hours of the rental start time. For more details, see section 4 of our Booking Terms and Conditions.

## TERMS OF BOOKING

Effective October 2022

### GLOSSARY

In these Booking Terms and Conditions, words which are capitalised have the following meanings:

**Pick Up Location** means the Sixt rental station selected in the booking as the pick up location for the rental vehicle, which is also noted in the booking confirmation.

**Pick Up Time** means the time nominated in the booking as the time the rental vehicle is to be picked up, which is also noted in the booking confirmation.

**Rental Agreement** means the agreement under which the Sixt Service Provider rents You a rental vehicle which is made at the time that You pick up the rental vehicle.

**Rental Terms** means the terms that apply to the vehicle rental and which form part of the Rental Agreement. Sixt Australia's current rental terms are available at [www.sixt.com.au/terms-conditions](http://www.sixt.com.au/terms-conditions).

**Return Location** means the Sixt rental station selected in the booking as the return location for the rental vehicle, which is also noted in the booking confirmation.

**Sixt Australia** means Kingmill Pty Ltd trading as Sixt Australia.

**Sixt Service Provider** means the party that operates the Pick Up Location of the rental You have booked, being either Sixt Australia or one of its

licensees.

**We, Us** means Kingmill Pty Ltd trading as Sixt Australia.

**You, Your** means the person making a booking on the [www.sixt.com.au](http://www.sixt.com.au) website.

### 1. YOUR BOOKING

#### **Our Obligations**

- 1.1. When You make a booking with Sixt Australia, We will record Your request for a rental vehicle in our reservation system and will use reasonable endeavours to ensure that a vehicle of the vehicle class booked is available for You at the time nominated in the booking at the pick up time (**Pick Up Time**) at the rental branch location specified in the booking as the pick up location (**Pick Up Location**).
- 1.2. We will send You a booking confirmation by email (to the email address nominated in the booking) confirming the Pick Up Location, Pick Up Time and initial rental charges.

#### **Vehicle Class**

- 1.3. Your booking is for a particular vehicle class (which includes more than one specific make and model of vehicle) and not necessarily for the vehicle that is displayed in Your booking. You may receive any vehicle in the vehicle class for Your rental.

### **Bookings made through third parties**

- 1.4. If You have made a booking for a Sixt vehicle rental through a third party and not via [www.sixt.com.au](http://www.sixt.com.au) - for example via another website or travel provider - Your arrangement is with the third party and not with Sixt Australia, and these Booking Terms and Conditions do not apply. Your legal rights, including in relation to variations and cancellations, are as described in the agreement You made with the third party. You do not have rights against Sixt Australia or any other Sixt Service Provider in relation to that booking unless and until You enter into the Rental Agreement with a Sixt Service Provider.

## **2. RENTING A VEHICLE**

### **Entry into Rental Agreement and Rental Terms**

- 2.1. If You attend the Pick Up Location at the Pick Up Time and have met the rental preconditions described below, You will have the opportunity to rent a vehicle from Sixt Australia or one of our licensees at the price quoted in the booking by entering into a Rental Agreement. In these terms, we call the party that You rent the Sixt vehicle from the Sixt Service Provider.

The Rental Agreement with the Sixt Service Provider will include Our standard Rental Terms (a copy of which will be provided by email). To view a copy of Sixt Australia's current Rental Terms please visit [www.sixt.com.au/terms-conditions](http://www.sixt.com.au/terms-conditions).

The Rental Terms contain restrictions as to where You can take Your vehicle, how You may use the vehicle, when You will be charged additional fees, Your rights and responsibilities and the rights and responsibilities of the Sixt Service Provider, and sets out what happens in the event of loss of or damage to the rental vehicle.

We may change the standard Rental Terms before the Pick Up Time for Your rental, so please carefully review the terms of the Rental Agreement at the Sixt counter prior to agreeing to the Rental Agreement and renting the vehicle

### **Preconditions You Must Meet to Rent a Vehicle**

- 2.2. To be able to rent with from Us or another Sixt Service Provider, unless we agree otherwise, the following rental preconditions apply.
- (a) **Driver Licence** – You must present Your driver licence to the Sixt representative at the Sixt Pick Up Location. Your driver licence must be a non-provisional driver licence that is current for the entire period of Your rental and is valid for the class of vehicle that You are renting. If Your driver licence is not an Australian driver license, it must be one of: a photo licence that is in English, an International Driver Permit or a foreign photo licence with a NATII certified translation.
  - (b) **Age** - You must be at least 21 years of age to hire most Sixt vehicles. To hire a 4WD vehicle or other select vehicle types You must be at least 25 years of age.
  - (c) **Payment of Initial Rental Charges or Pre-authorisation** – You must at our request have a hold placed on your Charge Card (in the form of a pre-authorisation) in the amount of the initial rental charge or provide payment of the initial rental charges calculated by the Sixt Service Provider upon vehicle pick up. For more details see section 2.4. For acceptable payment methods see section 5.1.
  - (d) **Present Charge Card** – A valid credit card (or at select locations a debit card may be accepted) must be presented prior to vehicle pick up, to be used for payment of any additional rental charges You may incur. For more details see section 5.3.
  - (e) **Security Deposit** – You must at our request pay the applicable security deposit or have a hold placed on Your Charge Card, as security for additional charges You may incur under the Rental Agreement. For more details see section 2.5. For acceptable payment methods see section 5.1.
  - (f) **Conduct** – The Sixt Service Provider may refuse to hire You a vehicle if You or anyone in Your party is acting in an aggressive or inappropriate manner, appears affected by drugs or alcohol or whose profile has been closed due to prior conduct.

If You attend a Sixt location to hire a vehicle and You do not meet the above qualifications, You may be refused hire, despite Your valid booking.

### **Additional Driver**

- 2.3. Additional fees will apply if You nominate an additional driver. An additional driver is listed on the Rental Agreement and is authorised to drive the rental vehicle subject to the terms of the Rental Agreement. An additional driver must meet Sixt Australia's standard rental preconditions and may be required to sign the Rental Agreement.

### **Payment of Initial Rental Charges**

- 2.4. You will need to at our request pay the initial rental charges or have a hold placed on your Charge Card (in the form of a pre-authorisation) in the amount of the initial rental charge at the time You pick up the rental vehicle. These are the estimated rental charges calculated by the Sixt Service Provider based on the proposed rental period and options selected. If You do not make any changes to Your booking or select any additional options, this amount will be the amount quoted as the 'Total Cost' at the time the booking is made.

If You select additional options when picking up the vehicle (such as a damage waiver protection product, prepaid fuel, adding an additional driver), or otherwise vary the booking, additional fees may apply and the amount payable will be recalculated based on the new details.

You may accrue further charges (in addition to the estimated rental charges initially calculated) under the terms of the Rental Agreement. For example, further charges may apply due to extra services used extensions of the rental period or damage to the rental vehicle. These additional charges will be payable in accordance with the terms of the Rental Agreement.

Please see section 5 for details of payment methods and credit card policy.

### **Security Deposit**

- 2.5. When collecting the vehicle, in addition to paying the estimated rental charges, You will be required to at our request to pay a security deposit or have a hold placed on Your Charge Card, as security to cover additional charges You accrue under the Rental Agreement. The security deposit will be refunded after the conclusions of the rental subject to and in accordance with the terms of the Rental Agreement. Where a hold has been placed on your Charge Card as a security deposit, any additional charges due under the Rental Agreement upon return of the vehicle will be processed against this pre-authorisation. Any excess amount of Security Deposit after such charges have been processed will be released

The amount of the security deposit required is the amount displayed at the time of booking and is also set out in the booking confirmation. This amount must be paid by credit card or at our request by a hold placed on your Charge Card.

A higher security deposit amount may be required if the Sixt Service Provider agrees to accept payment of the security deposit by debit card or cash. Payment of the security deposit by debit card or cash is not available at all locations and is subject to prior approval.

The security deposit amount varies based on the type of vehicle and Pick Up Location. If You vary Your booking, the amount of the security deposit payable may change.

### **Late Pickup**

- 2.6. Where a vehicle is available, we will hold that vehicle for You for 4 hours after the Pick Up Time (or until the rental station's closing time if the Pick Up time is within 4 hours of closing time) in the event You are running late.

If You do not attend the rental counter at the Pick Up Location within this time, the vehicle may be rented to another customer and You may lose Your booking. In this event, You may still be able to rent a vehicle if a vehicle is available, however the price quoted in the booking will not apply and the rental charges will be recalculated based on the rates that apply at that time, which may be higher than the rates that applied to Your original booking.

Please contact Us as soon as possible if You know You are arriving late so that we can do our best to accommodate You.

### 3. VARIATIONS TO BOOKINGS

- 3.1. Subject to some exceptions listed below, You are able to vary Your Sixt booking prior to the Pick Up Time by selecting the "Manage Bookings" tab on the [www.sixt.com.au](http://www.sixt.com.au) website, by calling Our customer support team on 13 74 98 (+61 2 8337 2700 International) or by emailing [modifybooking@sixt.com.au](mailto:modifybooking@sixt.com.au).

If you have created a Sixt online account, you can also view and modify your booking by logging in via the [www.sixt.com.au](http://www.sixt.com.au) website. If you did not use your account when booking, you may need to link your booking to your account prior to being able to modify it. For assistance linking your booking to your account, please contact Us.

#### ***New Rates May Apply***

- 3.2. When You make a variation request, You will be quoted the new charges that will apply to the varied booking. In most cases, the new charges will be calculated at the rates in effect at that time, and not at the rates which applied at the time You first made Your booking. The new rates may be higher than the original rates. This means that the total cost of the varied booking may be higher even if the car class and length of rental period has not changed or has been reduced.

#### ***Vehicle Availability***

- 3.3. Your variation request will be subject to our estimated vehicle availability. You will not be able to vary a booking if We estimate that we do not have sufficient vehicles of the vehicle class requested for the proposed rental period.

#### ***Changing Renter Name or Pick Up Location not Permitted***

- 3.4. Once You have made a booking, You cannot change the name of the renter (Your name) or the Pick Up Location for Your booking. If You do want to change the renter name or Pick Up Location, You will need to cancel Your existing booking and make a new booking.

#### ***Changing Drop Off Location***

- 3.5. Depending on the Pick Up Location of Your rental booking, You may be able to vary the Drop Off Location to a number of other select locations. If You change the Drop Off Location to a location that that is different to the Pick Up Location (we call this a "One-Way Rental"), a one-way fee may apply.

One-Way Rentals are available between specific locations only and may be further restricted during particular time periods. All requests for One-Way rentals are subject to Our approval and You may be unable to vary the Drop Off Location to Your desired location.

#### ***Adding Membership Number or Discount Code***

- 3.6. In most cases, You will not be able to modify Your booking to add a membership number or discount code. This includes an Auto Club membership number, which must be provided at the time of booking to qualify for any applicable discounts or offers.

### 4. CANCELLATIONS OF BOOKINGS AND NO SHOWS

You can cancel Your Sixt Australia booking at any time on the [www.sixt.com.au](http://www.sixt.com.au) website by selecting the "Manage Bookings" tab, by contacting Sixt by phone on 13 74 98 (+61 2 8337 2700 for International) or by emailing [modifybooking@Sixt.com.au](mailto:modifybooking@Sixt.com.au).

If you have created a Sixt online account, you can also view and cancel your booking by logging in via the [www.sixt.com.au](http://www.sixt.com.au) website. If you did not use your account when booking, you may need to link your booking to your account prior to being able to modify it. For assistance linking your booking to your account, please contact Us.

### 5. PAYMENT METHODS AND CREDIT CARD POLICY

#### ***Payment Methods***

- 5.1. Sixt Service Providers accept payments by credit card. At select locations, payments by debit card or cash may be accepted. All cash payments require prior approval.

Sixt Service Providers require customers to present the physical card used to make payment at the location.

#### ***Debit Cards***

- 5.2. Debit cards must display the Visa or Mastercard emblem and have Your name printed on the card. Cards without Your name printed on the card are not accepted. Debit cards are accepted at select locations only.

#### ***Credit Cards***

- 5.3. Sixt rental locations accept Visa, Mastercard, American Express, Diners Club and JBC. No other credit cards are accepted. All credit cards used must be bank-issued.

Credit card fees apply to all credit card payments and vary based on the type of card used.

#### ***Presentation of Charge Card at Vehicle Pick Up***

- 5.4. When picking up the vehicle, You must present a physical credit card, (or at some location a debit card may be accepted) to be used for payment of any additional rental charges You may incur. At some locations, a credit card in another name may be accepted, however the card holder must complete Our credit card authorisation form and present acceptable identification in person at a Sixt location prior to vehicle pick up.

### 6. SIXT'S RIGHTS AND LIABILITY

#### ***Vehicle Availability and Alternative Vehicle***

- 6.1. There may be times where, despite Your booking, no vehicle is available for Your rental. When the vehicle requested in the booking is not available, we will use our best endeavours to supply You an alternative vehicle, which may be in a different car class. If You choose to accept an alternative vehicle, and the rental rate applicable to the alternative vehicle is lower than the rate originally booked, You will be charged the lower rate that applies to the alternative vehicle. If the rental rate applicable to the alternative vehicle is higher than the rate originally booked, You will be charged the lower original rate.

#### ***Location Closure and Change of Hours***

- 6.2. In the event of Sixt pick-up location closure, Sixt Australia may, at its discretion, cancel any existing Booking at that location and refund all amounts paid, move a Booking from an impacted location to a nearby location or provide transport to an alternative location. In the event a Sixt location changes operating hours, the pick-up and drop off times of a Booking may be varied by Sixt Australia to align with the new operating hours.

#### ***Limitation and Exclusion of Our Liability***

- 6.3. Except where such loss cannot by law be excluded, neither Sixt Australia nor any other Sixt Service Provider will be liable for any indirect or consequential loss You suffer in connection with Your Booking or in the event Sixt or the Sixt Service Provider is unable to rent a vehicle to You for any reason. For example, we are not responsible for any missed flights, disrupted travel or holiday plans, loss of enjoyment, loss of opportunity or loss of any profits.

To the extent permitted by law, the liability of Sixt Australia and any other Sixt Service Provider in connection with this agreement is limited to the re-supply of the vehicle the subject of the booking or the reimbursement of Your rental charges.

### 7. PRIVACY

Information about how and for what purpose Sixt Australia and other Sixt Service Providers collect, use and disclose Your personal information is set out in our Privacy Policy located at [www.sixt.com.au/privacy](http://www.sixt.com.au/privacy).

If We do not collect personal information from You, We will not be able to make a rental booking for You and if the information You provide is incomplete or inaccurate, the quality of Our service may be compromised.

By making a booking You represent that You have read and agree to the terms of our Privacy Policy and consent to Sixt Australia and the Sixt Service Provider using and disclosing Your personal information as described in the

Privacy Policy.

If you have any questions about our Privacy Policy please email our Privacy Officer at [Privacy@sixt.com.au](mailto:Privacy@sixt.com.au).

## **8. GENERAL**

This agreement is governed by the laws of New South Wales and each party submits to the jurisdiction of the courts of NSW.

Any part of this agreement which is illegal, unenforceable or void must be read down so as to be enforceable and valid and where this is not possible shall be severed from this agreement.