

FastbreakSM

Master Global
Rental Agreement
Terms & Conditions

Effective December 2004

Budget[®]

budget.com.au

FASTBREAK**GLOBAL MASTER RENTAL AGREEMENT****TERMS AND CONDITIONS**

1. GENERAL: These Master Agreement Terms and Conditions and the Fastbreak Enrollment Form signed by the Enrollee ("Enrollment Form"), constitute the Budget Master Rental Agreement between the Enrollee and Budget (" Agreement") for the rental of cars (as defined in paragraph 5. below) from locations of Budget Rent A Car System, Inc., its subsidiaries and affiliates and participating independent licensees of Budget Rent A Car System, Inc. (collectively referred to as "Budget") offering the Budget Fastbreak program ("Fastbreak"). I, me, my and for certain notices, renter refer to the person who signs this Agreement, you and your refer to Budget. This Agreement applies to each rental using Fastbreak as if a separate rental agreement was entered into for each car and I agree that these Terms and Conditions shall apply in relation to any car that I reserve and hire under Fastbreak ("Rental") and only such Rentals. I represent that all information on the signed Enrollment Form is true and complete. If it is not, Budget reserves the right to terminate this Agreement immediately without notice to me. I must keep the Enrollment Form's information current by notifying Budget of any changes to such information including, but not limited to, my mailing address, driver's license and charge card. **I may change my selections of optional services by providing a new-signed Enrollment Form to you within a reasonable time in advance of the Rental, at which time the new-signed Enrollment Form will become part of this Agreement. To otherwise change any choice for a particular option for a rental, I must enter into a standard rental transaction at the rental counter at the start of that rental unless otherwise permitted by law. I ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE DISCLOSURE NOTICES, WARNING NOTICES, EXCLUSIONS AND LIMITATIONS RELATED TO AND EFFECTIVE IN EACH STATE, COUNTRY OR PROVINCE IN WHICH A VEHICLE IS RENTED AND TO THE EXTENT ALLOWED BY LAW IN THE STATE, COUNTRY OR PROVINCE CONCERNED WAIVE ANY RIGHT WHICH MAY HAVE TO SEPARATELY RECEIVE OR SIGN SUCH DISCLOSURES, WARNINGS, EXCLUSIONS AND LIMITATIONS AT THE TIME OF THE RENTAL.** I acknowledge and agree that the laws of the state, country or province in which a Rental commences will govern that Rental, and I submit to the exclusive jurisdiction of the courts in that state, country or province with respect to that Rental. If any Term or Condition contained in this Agreement is prohibited by the law in a jurisdiction covering a Rental, that Term or Condition is ineffective only to the extent of the prohibition. **I AGREE THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT MAY BE CHANGED FROM TIME TO TIME BY YOU AND THAT THE TERMS AND CONDITIONS IN EFFECT AT THE TIME A RENTAL COMMENCES WILL GOVERN THAT RENTAL.** Changes to the Terms and Conditions will be posted as they occur on the budget.com website under the section labeled " Programs," "Fastbreak," "Terms and Conditions." The Terms and Conditions governing Fastbreak in countries not included in this Agreement, but which are subsequently added to Fastbreak, will be the Terms and Conditions contained in the rental agreement provided in the country which the rental commences.

2. RESERVATIONS: I understand that: I must make an advance reservation for each Rental; that you may prescribe a minimum advance time for making a reservation ; I must inform you that this will be a Fastbreak Rental; I must provide my Fastbreak Number to you; and I must provide the pick-up and return dates and locations for the Rental, and you will provide me with the estimated time and mileage (or kilometer) rates for the Rental. I consent to the reservation of credit by you in order to authorize the Rental, with the issuer of any of the credit cards on the my Enrollment Form. Solely upon my request, you will provide me with the applicable charges in effect at

time of Rental for optional services selected by me on my Enrollment Form.

3. RENTAL: At the time of each Rental, I will obtain the car in one of two ways. Depending on the Fastbreak location, I will either select a car or, will obtain the pre-assigned car, from the designated area at the location. I will drive the selected or pre-assigned car to the exit booth, where I will show the Fastbreak hang tag attached to the car's rearview mirror that contains the Rental document, my valid driver's license and my Fastbreak credentials to your gate attendant. I understand that in some states, a signature comparison with my driver's license may be required before I am allowed to leave the location. Certain of your locations in Canada and other countries, and countries subsequently added to the Fastbreak program, may require me to sign a local rental agreement, which terms are controlling over this Agreement for Rentals commencing in that country. At the end of the Rental, I will return the car to the return location specified in the Rental document created at the start of the Rental. I will be responsible for all applicable time and mileage (kilometer) rates, charges, optional services selected on Enrollment Form, miscellaneous services, sales, use and excise taxes, including tax related surcharges for the recovery of vehicle license fees, concession recovery fees, consolidated facility charges (in California \$10/contract), Fuel Service or gas option charges, Frequent Flyer surcharges, electronic bridge and road tolls in Canada and any and all applicable surcharges in effect at time and place of the Rental.

4. PARTICIPATING FASTBREAK LOCATIONS: I understand that the locations where Fastbreak is available can change from time to time without notice to me and that I can be informed of the specific locations participating in Fastbreak by requesting this information at the time I reserve a Rental.

5. MEANING OF CAR: The word "car" in this Agreement means the rented vehicle or its replacement and includes its tires, glass, tools, equipment, accessories, plates and documents.

**ADDITIONAL TERMS & CONDITIONS
FOR FASTBREAK RENTALS IN AUSTRALIA**

ABOUT YOUR RENTAL AGREEMENT

1.1 The Worldwide Master Rental Agreement made between You and Budget comprises:

- (a) the Worldwide Terms and Conditions;
- (b) the original (and any subsequent) Enrolment Profile that You complete and sign; and
- (c) each Rental Document.

1.2 The Worldwide Master Rental Agreement (including clauses 5 to 14 of these Terms and Conditions) covers each rental of a Vehicle made by You under the Budget Fastbreak Program.

1.3 These Terms and Conditions prevail (to the extent of any inconsistency) over any separate agreement You may sign or make with Budget. For the avoidance of doubt the Australian Terms and Conditions only apply to Your rental in Australia.

1.4 Budget may change these Terms and Conditions from time to time. Budget will inform You in writing of any changes, and those changes will apply to the next rental You make after Budget has sent You that written notice.

1.5 Budget will not waive any of its rights under the Worldwide Master Rental Agreement, except in writing signed by an officer or authorised representative of Budget.

1.6 If any term or condition is prohibited by law in a jurisdiction covering a rental, that term is, in that jurisdiction, ineffective to the extent of the prohibition.

Australia

Effective August 2004

INTERPRETING YOUR RENTAL AGREEMENT

2.0 In these Terms and Conditions:

"Agreement" means the Worldwide Master Rental Agreement referred to in clause 1.1 governing the Program;

"Authorised Driver" means:

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

"Budget" means Budget Rent a Car Australia Pty Limited ABN 89 007 348 021 or Budget Rent a Car Operations Pty Limited ABN 55 054 583 925 trading as Budget or, where applicable, an independent Budget Rent a Car System licensee;

"Program" means the Budget Fastbreak Program referred to in clause 1.2;

"Protection Packages" means the Protection Package options set out in clause 15;

"Rental Document" means the document issued by Budget to You when a Vehicle is rented to You and which sets out the Vehicle's details and the fees and charges applicable to that rental;

"Rental Period" means, in respect of each rental of a Vehicle, the period commencing when You receive the keys to the Vehicle from a Budget employee or agent and ending on the date that You return the Vehicle to Budget;

"Substitute Vehicle Insurance" means a policy of motor vehicle insurance held by You or an Authorised Driver which covers You or the Authorised Driver while You or the Authorised Driver use the Vehicle as a substitute for the vehicle insured under that policy;

"Vehicle" means any vehicle rented by You under the Program (or any substitute vehicle), and includes its parts, components, accessories and contents supplied by Budget;

"You" or **"Your"** refers to the person who has signed the Enrolment Profile referred to in clause 1.1 and with whom the Agreement is made.

YOUR PARTICIPATION IN THE PROGRAM

3.1

- (a) The information provided on any Enrolment Profile about You must be true, accurate, complete and up to date. You acknowledge that Budget will rely on such information to enter into the Agreement.
- (b) You must notify Budget in writing if You wish to change Your selection of the Protection Packages (see clause 15) or Your nominated credit card or charge account.

3.2 You indemnify Budget for any loss, liability or expense arising from Your failure to comply with clause 3.1.

3.3 Budget may alter any of the fees or charges payable under the Agreement at any time without notice to You. You can be informed of the charges and fees by asking at the time of reservation or at the rental counter. You agree that You must pay all charges and fees whether or not You have asked about them.

3.4 Any notice sent to You by Budget will be deemed to have been received by You within three days of Budget having mailed it to the address shown on Your Enrolment Profile.

3.5

- (a) Budget may change the locations from where the Program is available from time to time and without notice to You. You may find out which Budget locations participate in the Program by asking

when You reserve a Vehicle.

(b) You will be required to follow standard Budget rental procedures at locations not participating in the Program at the time of rental

3.6 Budget may terminate the Agreement and Your enrolment in the Program at any time if You or an Authorised Driver breach these Terms and Conditions.

MAKING A RESERVATION

4. For each rental, You must make Your reservation at least 24 hours before Your chosen time of rental, and inform the reservation agent that the reservation is for a Fastbreak service rental.

DRIVER

5. You agree and acknowledge that:

- (a) only You or an Authorised Driver will drive the Vehicle; and
- (b) You and any Authorised Driver are currently licensed to drive the Vehicle and have been so licensed to drive for a period of 12 months or longer (excluding any time under a learner's permit or provisional licence).

WHERE YOU CAN AND CANNOT DRIVE THE VEHICLE

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

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

- (a) to Kangaroo Island, Fraser Island, Stradbroke Islands or Moreton Island;
- (b) into or out of the Northern Territory, Tasmania or to any points in Western Australia north of Carnarvon;
- (c) in Queensland:
 - (1) beyond Chillagoe or in a westerly direction;
 - (2) beyond Normanton in a southerly direction;
 - (3) if the Vehicle is a passenger vehicle or truck, beyond Cape Tribulation or Laura in a northerly direction;
 - (4) if the Vehicle has four wheel drive, beyond Cooktown or Laura in a northerly direction;
- (d) above the snow line in Tasmania, New South Wales and Victoria (being Jindabyne in New South Wales and Bright in Victoria) from the beginning of June until the end of September;
- (e) in the Northern territory and Western Australia, outside any city limits between dusk and dawn; or
- (f) on beaches or through streams, dams, rivers or flood waters.

USE OF THE VEHICLE

7.1 You and any Authorised Driver must:

- (a) not allow the Vehicle to be used for any illegal purpose, race, contest or performance test of any kind;
- (b) not allow the Vehicle to be used to tow or push anything unless authorised by Budget;
- (c) not carry more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle, or carry a greater load than that for which it was built;
- (d) not be under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit in the State or Territory in which the Vehicle is driven;
- (e) not allow the Vehicle to be used to carry passengers for payment of any kind;
- (f) not use the Vehicle when it is damaged or unsafe;
- (g) not use the Vehicle to transport goods, except in compliance with all necessary approvals, permits, licences and government

requirements (to be obtained at Your cost) and in accordance with the Vehicle manufacturer's and Budget' recommendations;

(h) not use the Vehicle for the conveyance or towing of any load which is incorrectly loaded or secured or is in excess of that for which the Vehicle was constructed;

(i) not, without Budget' prior written consent, use the Vehicle to carry any flammable substance which has a flash point under 22.8°C or any other explosive or corrosive substances; and

(j) not use the Vehicle in contravention of any law.

7.2 You must pay for any unauthorised repairs to the Vehicle and for all parking and traffic infringements in respect of the Vehicle during the Rental Period.

MAINTENANCE, SECURITY AND SAFETY

8.1 You and any Authorised Driver must:

(a) maintain all of the Vehicle's engine oils and engine coolant levels to the manufacturer's specifications as set out in the Vehicle's operations manual located in the glove box;

(b) keep the Vehicle locked and the keys under Your or the Authorised Driver's personal control at all times; and

(c) comply with any applicable seat belt and child restraint laws.

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

RETURN OF VEHICLE

9.1 You must return the Vehicle to Budget:

(a) to the place, on the date and by the time shown on the Rental Document;

(b) in the same condition as it was at the commencement of the Rental Period, fair wear and tear excepted.

9.2 If You return the Vehicle to a location other than that shown on the Rental Document, a "one-way fee" of up to \$2.00 per kilometre (depending on the nature of the Vehicle and the distance involved) may apply. If a "oneway fee" applies, You must pay it at the end of the Rental Period.

9.3 You must return the Vehicle to a Budget location during normal business hours. If You return the Vehicle later than the time shown on the Rental Document, You must pay all additional rental charges.

9.4 If:

(a) You return the Vehicle on a date, or at a time, or to a place other than that shown on the Rental Document; or

(b) any special conditions set out in the "Rates" section on the Rental Document are breached, the rates shown on the Rental Document will not apply and You must pay the Budget standard rate for the Vehicle for the Rental Period.

9.5 Budget may request the immediate return of the Vehicle, or Budget may re-take the Vehicle without notice, if Budget reasonably suspects that:

(a) You have breached a term or condition of the Agreement;

(b) damage to the Vehicle, or injury to persons or property is likely to occur; or

(c) the Vehicle will be involved in an industrial dispute; and You must also pay Budget any cost it incurs as well as all costs and charges under the Agreement for the period up to return/repossession of the Vehicle.

FUEL

10. If You do not select the Prepaid Fuel Option (where available), and You return the Vehicle with less fuel than it had when You rented it, You must pay the Fuel Service Charge per litre as set out on the Rental Document.

LOSS DAMAGE WAIVER, DAMAGE AND LOSS OF PROPERTY

11.1 Subject to this clause 11, You are liable:

- (a) for the loss of, and all damage to, the Vehicle; and
- (b) for all damage to the property of any person:
 - (i) which is caused or contributed to by You or an Authorised Driver; or
 - (ii) which arises from the use of the Vehicle by You or an Authorised Driver.

Remember that references to the "Vehicle" include all of its parts, components, accessories and contents (see the definition of "Vehicle" in clause 2).

11.2 Subject to clause 11.3, if:

- (a) You accept the Loss Damage Waiver option on the Rental Document at the commencement of the Rental Period (or it is included in Your rate); and,
- (b) where applicable, You pay the excess shown on the Rental Document for each separate event involving damage to or loss of the Vehicle or for each separate event involving damage to the property of any third party which is caused by the use of the Vehicle by You or an Authorised Driver, Budget;
- (c) waives Your liability under clause 11.1 for damage to the Vehicle or loss of the Vehicle; and
- (d) will ensure that You and any Authorised Driver are entitled to be indemnified under a policy of liability insurance provided by a registered insurer for Your and an Authorised Driver's legal liability to a third party for damage to the property of that third party which is caused by the use of the Vehicle by You or an Authorised Driver.

11.3 You must always pay, and clause 11.2 does not cover:

- (a) the excess shown on the Rental Document if there is damage to or loss of the Vehicle or if there is damage to the property of any third party;
- (b) the cost of rectifying any tyre damage not attributable to normal wear and tear;
- (c) the cost of repairing any damage caused deliberately or recklessly by:
 - (i) You;
 - (ii) any other driver of the Vehicle; or
 - (iii) any passenger carried during the Rental Period;
- (d) the cost of repairing any damage to the Vehicle or to third party property caused by You using, or permitting the Vehicle to be used, in any area prohibited by the Agreement;
- (e) the cost of repairing overhead or roof damage caused by, but not limited to, contact between the Vehicle and objects overhanging or obstructing the path of the Vehicle; or
- (f) the cost of repairing any water damage to the Vehicle or any underbody damage, and any resulting damage from that underbody damage, to the Vehicle.

11.4 For the purposes of this clause 11, the amount You must pay for any damage or repair may be reasonably determined by Budget and includes:

- (a) the cost of repairs to the Vehicle or the market value of the Vehicle at the time of the loss or damage, whichever is the lesser;
- (b) appraisal fees;

- (c) towing, storage and recovery costs;
- (d) a reasonable administrative fee reflecting the cost of making arrangements for repairs and towing and other administrative activities; and
- (e) a per day loss of use fee based on the estimated downtime of the Vehicle.

If the amount determined by Budget and paid by You under this clause

11.4 exceeds the final cost of the damage or repair, Budget will refund the difference to You.

11.5 Excess:

- (a) You are liable for the amount of the excess shown on the Rental Document for each separate event involving damage to or loss of the Vehicle or if there is damage to the property of any third party arising from Your use of the Vehicle. The amount of the excess varies depending on Your age, location, type of vehicle and applicable rental rate.
- (b) If You accept Excess Reduction (ER) Your excess amount will be reduced, provided You have not breached the Agreement.
- (c) The ER fee to reduce Your excess amount varies depending on Your age and the type of vehicle rented. Full details of the current excess amount and the ER fees are available from Budget.
- (d) Budget may change or cancel the availability of ER at any time by notice to You.

LIABILITY OF BUDGET

12.1 Unless it is negligent Budget is not liable to any person, and You indemnify Budget, for any loss of, or damage to, any property:

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

12.2 Neither clause 12.1 nor any other provision of the Agreement is intended to exclude, restrict or modify any non-excludable terms implied by or rights which You may have under the Trade Practices Act 1974 (Cth) ("the TPA") or any other State or Territory legislation to the same effect.

12.3 If Your Rental Agreement is a contract for the supply of "recreational services" (as defined by section 68B of the TPA or any comparable legislation), Budget has no liability to You or an Authorised Driver for death or personal injury arising in connection with any breach by Budget of any term implied by section 74 of the TPA or any comparable legislation.

CLAIMS AND PROCEEDINGS

13. Where the use of the Vehicle by You, an Authorised Driver, or any other person results in an accident or claim, or where damage or loss is sustained to the Vehicle or any third party property, You and/or any Authorised Driver must:

- (a) promptly report such incident to the local police;
- (b) promptly report such incident in writing to Budget;
- (c) not, without Budget's written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability;
- (d) permit Budget or its insurer at its own cost to bring, defend, enforce or settle any legal proceedings against a third party in Your name;
- (e) permit or ensure that Budget may claim in Your name or that of the Authorised Driver under any applicable Substitute Vehicle Insurance, and assist, and cause the Authorised Driver to assist Budget in making such a claim, including assigning any right to claim under any Substitute Vehicle Insurance to Budget;

(f) complete and furnish to Budget within a reasonable time any statement, information or assistance which Budget or its insurer may reasonably require, including attending at a lawyer's office and at Court to give evidence.

PAYMENT

14.1 At the end of the Rental Period, You must pay Budget on demand:

- (a) all charges specified on the Rental Document and all charges payable under the Agreement;
- (b) any amount paid or payable by Budget or You to any person arising out of Your use of the Vehicle or imposed on You or Budget by any governmental or other competent authority (such as speeding, parking and traffic fines); and
- (c) any amount for which You are liable to Budget under the Agreement, in respect of a breach of the Agreement or otherwise.

14.2 The minimum charge You must pay for the rental of the Vehicle is an amount equivalent to:

- (a) one day's rental at the "daily rate" shown on the Rental Document (subject to clause 9.4), plus
- (b) the amount payable for the number of kilometres driven during the Rental Period.

14.3 Distance charges are measured from the Vehicle's odometer.

14.4 You authorise Budget to charge all moneys payable to Budget under the Agreement to Your credit card or charge account.

14.5 Budget will pay any refund due to You by such method as Budget may reasonably choose.

PROTECTION PACKAGES

15.1 You may nominate:

- (a) Excess Reduction (ER); by indicating this on the Enrolment Profile. This choice will apply for each rental that you make under the Program where the nominated protection package is available. You may change your choice for future rentals by notifying Budget of the change in writing.

15.2 On any rental car which You have chosen the protection package, You must pay the charge for such option current at the time of rental for each full or partial day of the rental.

15.3 In the event that the nominated protection package ceases to be available Budget will provide notice to you if you have chosen the Protection Package.

BUDGET RENT a CAR AUSTRALIA PTY LTD PRIVACY POLICY

We at Budget Australia recognise the importance of protecting your personal information.

The Commonwealth Privacy Act 1988 (Privacy Act) regulates the handling of personal information (for example, name and address details) by Australian private sector organisations. This policy explains how Budget Australia protects your privacy and summarises how we collect, use and disclose personal information that you might provide us.

When you make an application to use our service, you consent to us using and disclosing your personal information consistent with this policy. Please refer to the section in this policy titled "What you consent and agree to".

This policy is applicable to personal information that we hold about you in Australia. Because the Budget Group (as to which see below) operates a vehicle rental system in many countries, your personal information will also be held in and accessible by Budget Group staff or franchise and licensee operators located in other countries. This privacy policy does not apply to information held by the Budget Group outside Australia. Some of the countries that the Budget Group operates in have privacy or data protection laws for private sector

organisations similar to the law in Australia, other countries that the Budget Group operates in do not.

In this policy we also explain how you can contact us if you have a query about any personal information that Budget Rent a Car Australia may be holding about you.

We recommend that you take the time to read this privacy policy and retain it for future reference.

ABOUT THE BUDGET RENT A CAR GROUP

"Budget Rent a Car" is the trading name of Budget Rent a Car Australia Pty Limited ABN 89 007 348 021 which is a subsidiary of Budget Rent A Car System, Inc. and a member of the family of companies whose ultimate owner is Cendant Corporation (Cendant), located in the United States.

Budget Rent A Car System, Inc., its subsidiaries and related companies operate one of the world's best known general-use car and truck rental companies, with over 1800 locations in the United States, Canada, Latin America, Caribbean region, Australia and New Zealand.

Budget Rent A Car System, Inc. has marketing arrangements with Zodiac Europe Limited, a separately owned UK-based company trading as Budget Rent A Car through owning or franchising additional locations in Europe, the Middle East, and Africa.

WHAT PERSONAL INFORMATION DOES BUDGET RENT A CAR AUSTRALIA COLLECT ABOUT ME AND HOW DOES IT COLLECT IT?

When you rent a vehicle from Budget Australia, we need to collect certain information from you. The service that you use will determine exactly what information we collect from you. That information may include you:

- name;
- address;
- contact telephone number(s);
- contact facsimile number(s);
- date of birth;
- driver's licence number;
- frequent traveller program number;
- vehicle preference;
- credit card number and expiry date;
- e-mail address;
- company name and employee number; and
- contact details of individuals who can provide professional references.

In certain circumstances, we may collect sensitive information about you.

For example, we may collect information about your membership of a professional association in order to provide you with the correct discount for our services. Sensitive information under the Privacy Act includes information about an individual's membership of a professional or trade association. We will only collect sensitive information about you with your consent or otherwise in accordance with the law.

We will also record information about where you collected the vehicle and the date, time and location of its return.

HOW WE COLLECT THE INFORMATION WILL DEPEND ON HOW YOU USE OUR SERVICES

We may collect information directly from you by telephone, fax, e-mail, over the counter, your completion of an application or enrolment form, or through our Internet based service. We may also collect information about you indirectly through a travel agent, a corporate program or through one of our partner programs.

You can choose not to provide some of your personal details but this may prevent us from providing our services to you or limit our ability to provide you with the level of service that you would normally expect from us.

THE USE OF COOKIES

We may send cookies (pieces of programming) to your computer when you visit our site. Cookies can be stored on your hard drive (persistent cookies) or in memory (session cookies). Cookies enable us to enhance the web offerings to you and to optimise your on-line experience. We will not collect any of your personal information with our cookies.

Persistent cookies identify pages accessed and provide personalised features, for example choosing which page you would like to make your start page. They are used to help us develop the design and layout of the web site, improve applications and measure their effectiveness.

Session cookies are used for security purposes as part of our customer identification process. These cookies allow you to be recognised once you have logged in and provide you with confidential access to your rental records.

We may also allow third parties to collect statistical data from our site using their persistent cookies. However these cookies do not capture information that can personally identify you. They are simply used to measure the effectiveness of our site.

HOW IS MY PERSONAL INFORMATION USED OR DISCLOSED BY BUDGET RENT a CAR AUSTRALIA?

We strive to ensure a stress-free rental experience and we are dedicated to building a rewarding and lasting relationship with every customer. In order to provide the level of service we believe you expect from us, we may use and disclose your personal information for the following purposes:

GENERAL PURPOSES

We use your personal information to:

- provide the services that you request;
- do all things necessary to administer those services;
- research, develop, manage, protect and improve our services;
- conduct customer satisfaction surveys and inform you of any improvements that we have made to our services; and
- maintain and develop our software and other business systems.

We may disclose your personal information to other related and non-related organisations including:

- Budget Rent A Car System, Inc., Zodiac Europe Limited, doing business as
- Budget Rent A Car EMEA and other members of the Cendant family of companies, as well as franchisees or licensees of the Budget Rent A Car Group;
- your company or organisation if you use our services under a corporate account;
- to one of our program partners if you are a member of their frequent traveller program and you have asked us to send them details of your rental agreement with us;
- our contracted service providers (including our market research company and our mail house);
- credit card providers;
- credit reporting and fraud checking agencies;
- debt collection agencies, in the event of your default in payment of monies owed to us;
- city councils and government or private organisations responsible

for the processing or handling of traffic related infringements;

- driver licensing authorities; and
- government, regulatory and law enforcement agencies where the disclosure is required or authorised by law.

USE OR DISCLOSURE FOR DIRECT MARKETING PURPOSES

We may use and disclose your personal information to offer you products and services provided by Budget Rent a Car Australia, Budget Rent A Car System, Inc., Zodiac Europe Ltd, other members of the Cendant family of companies and related companies and franchisees and licensees of the Budget Rent A Car Group. We may also use (but not disclose) your personal information to offer you products and services provided by companies participating in Budget Rent A Car partner programs.

You can choose not to allow us to use or disclose your personal information for direct marketing purposes by indicating your preference on the rental document or by contacting us (see "Whom can I contact for further information?" below).

DISCLOSURE OUTSIDE OF AUSTRALIA

When you provide us with your personal information, we will enter your details into the centralised Budget Rent a Car Group databases, which are located and maintained in the United States. Depending on how you use our services, your personal information may be accessed by Budget Rent a Car Group personnel, as well as franchisees and licensees of the Budget Rent a Car Group located in other countries. Some of the countries that we operate in have privacy or data protection laws with general application to the private sector, other countries, including the United States, do not.

HOW DOES BUDGET RENT a CAR AUSTRALIA PROTECT MY INFORMATION?

We take reasonable steps to protect all of the personal information we hold from misuse and loss and from unauthorised access, modification or disclosure. This protection applies in relation to information stored in both electronic and hard copy form.

CAN I ACCESS PERSONAL INFORMATION THAT BUDGET RENT a CAR AUSTRALIA HOLDS ABOUT ME?

You may access any personal information that we hold about you subject to certain exceptions. We will normally provide access without charge unless you request access to a large volume of information or we have to access our archived records to obtain the information. In these circumstances, we may impose a fee to recover our reasonable costs. Details of how to contact us are set out below.

TELL US IF WE NEED TO UPDATE YOUR PERSONAL INFORMATION OR PREFERENCES

If you believe that any of the information that we hold about you is not current or incomplete, please let us know and we will update your details. We take reasonable steps to ensure that we hold current information about you but it is very helpful if you can pass on to us any changes to your personal details or preferences. Details of how to contact us are set out below.

WHOM CAN I CONTACT FOR FURTHER INFORMATION?

If you have any questions about how we handle your personal information or if you believe that we have handled your personal information inappropriately, you can contact us in any of the following ways:

By mail:
The Privacy Officer
Budget Rent a Car Australia Pty Ltd
Level 2
15 Bourke Road
Mascot NSW 2020

By fax:
The Privacy Officer
Budget Rent a Car Australia Pty Ltd
Facsimile no: 02 9353 9017

By telephone:
The Privacy Officer
Budget Rent a Car Australia Pty Ltd
Telephone no: 02 9578 1000

By e-mail: custserv@budget.com.au

If you are not satisfied with the way in which we handle your inquiry, you can call the office of the Australian Privacy Commissioner on 1300 363 992.

WHAT YOU CONSENT AND AGREE TO

When you provide us with your personal information you consent and agree to our use and disclosure of your personal information in accordance with this policy including, in particular to:

- our use and disclosure of that information in order to provide the service you have requested and for any other compatible purpose including the management, protection and development of our business;
- the disclosure of your personal information to entities located outside of Australia. This may include disclosure to Budget Rent A Car System, Inc. located in the United States, Zodiac Europe Ltd and other members of the Cendant family of companies, as well as franchisees or licensees of the Budget Rent A Car Group, our service providers and program partner organisations. You should understand that once your information is held outside of Australia it may not receive the same level of protection that the Privacy Act requires; and
- our use and disclosure of your personal information for direct marketing purposes. If you do not wish us to use or disclose your personal information for direct marketing purposes, you can indicate your preference on the rental document or by contacting us (as to which see above).

CHANGES TO THIS POLICY

This is our current privacy policy outlining our personal information management practices. It replaces any other privacy policy published by us to date.

We may vary this policy at any time. To obtain an up to date copy of the policy, please contact Budget Rent a Car Australia (see "Whom can I contact for further information?" above) or visit our website www.budget.com.au.

ADDITIONAL TERMS AND CONDITIONS FOR FASTBREAK RENTALS IN U.S. AND CANADA

1. AUTHORIZED DRIVERS: Only me and the following people who are at least 25 years old, have a valid driver's license and have my express permission to drive the car are "Authorized Drivers" and may operate the car:

- (a) in the U.S., my spouse or significant other residing at the same address as me as evidenced by that person's driver's license; and
- (b) in the U.S., my employer, regular fellow employees incidental to business duties with me.
- (c) only when required by applicable law, valet parking attendants

while parking the car at a commercial establishment, or anyone operating the car during an imminent emergency to the extent necessary to avoid bodily harm or damage to the car or the property of others, are also "Authorized Drivers."

I AGREE THAT I AM FINANCIALLY RESPONSIBLE FOR ANY AND ALL INJURY AND DAMAGE CAUSED BY ANY DRIVER WHO IS NOT AUTHORIZED BY YOU TO DRIVE THE CAR WHO I PERMIT TO DRIVE THE CAR.

IN THE U.S., DRIVERS IN ADDITION TO THE ABOVE PERSONS CAN ONLY BE PERMITTED TO BE AUTHORIZED DRIVERS BY PROCEEDING THROUGH A STANDARD RENTAL TRANSACTION AT THE RENTAL COUNTER AT THE TIME OF RENTAL. Any such person must appear at that time, must be at least 25 years old, show a valid driver's license and demonstrate financial responsibility, which includes an acceptable credit card. You may charge an additional fee for allowing such person to drive the car.

IN CANADA, MY SPOUSE, SIGNIFICANT OTHER RESIDING AT THE SAME ADDRESS AS ME AS EVIDENCED BY THAT PERSON'S DRIVER'S LICENSE, MY EMPLOYER, REGULAR FELLOW EMPLOYEES INCIDENTAL TO BUSINESS DUTIES WITH ME , CAN BE AUTHORIZED BY BUDGET AS AUTHORIZED DRIVERS UNDER THIS AGREEMENT BUT ONLY WHEN NAMED BY ME AT TIME OF RESERVATION . OTHERWISE, ALL ADDITIONAL DRIVERS, CAN ONLY BE AUTHORIZED BY BUDGET BY PROCEEDING THROUGH A STANDARD RENTAL TRANSACTION AT THE RENTAL COUNTER AT THE TIME OF RENTAL. YOU MAY CHARGE AN ADDITIONAL FEE FOR ALLOWING SUCH PERSON TO DRIVE THE CAR.

2. PROHIBITED USE OF THE CAR/USE RESTRICTIONS:

I will not use or permit the car to be used:

- a) to carry passengers or property for hire;
- b) to tow or push anything;
- c) to be operated in a test, race or contest or on unpaved roads;
- d) while the driver is under the influence of alcohol or a controlled substance;
- e) for conduct that could properly be charged as a felony or misdemeanor, including the transportation of a controlled substance or contraband;
- f) recklessly or while overloaded;
- g) outside of the United States or Canada, with your permission being required to operate the car outside of the country in which it is rented,

It is also a violation of this provision if I or an additional driver, authorized or not:

- h) fail to promptly report an accident or other reportable incident to the police and you;
- i) fail to provide you with an accident or incident report or fail to cooperate fully with the investigation of same;
- j) obtained the car through fraud or misrepresentation;
- k) leave the car and fail to remove the keys or close and lock all doors, close all windows and the trunk and the car is stolen or vandalized.;
- l) intentionally damage or permit the car to be damaged or drive the car after it is damaged causing further damage.
- m) FOR VEHICLES RENTED IN HAWAII, on Forest Reserve Road/Waikolu Lookout, Island of Molokai or on Saddle Road/Route 200 or Waipio Valley Road, Island of Hawaii (except for government with official duty orders requiring travel on Saddle Road/Route 200);
- n) FOR RENTALS IN CANADA: by any person whose driving ability is impaired, including by medical conditions, drowsiness or fatigue or who refuses to perform any test of impairment when lawfully requested to do so as evidence of such impairment.

I also understand that neither I nor any additional driver, authorized or not, is permitted to alter the car or have the car repaired without your express permission in advance and I will pay for removing any such unauthorized alterations or for any such unauthorized repairs.

I UNDERSTAND THAT A VIOLATION OF THESE PROVISIONS AUTOMATICALLY TERMINATES MY RENTAL, VOIDS ALL LIABILITY PROTECTION PROVIDED BY YOU AND ANY OPTIONAL SERVICES THAT I HAVE SELECTED AND ACCEPTED, AND MAKES ME LIABLE TO YOU FOR ALL PENALTIES, FINES, FORFEITURES, LIENS AND RECOVERY AND STORAGE COSTS, AND ALL RELATED LEGAL EXPENSES. YOU MAY ALSO TERMINATE MY MEMBERSHIP IN FAST BREAK AND MY RENTAL PRIVILEGES.

3. LOSS OR DAMAGE TO THE CAR:

(a.) LOSS DAMAGE WAIVER(LDW):, YOU OFFER OPTIONAL LDW FOR AN ADDITIONAL DAILY CHARGE. LDW IS NOT INSURANCE AND NOT MANDATORY, BUT IF I ACCEPT LDW FOR AN ADDITIONAL DAILY FEE AND THE CAR IS OPERATED IN ACCORDANCE WITH THIS AGREEMENT, YOU ASSUME ALL LOSS OR DAMAGE TO THE CAR EXCEPT FOR MY AMOUNT OF "RESPONSIBILITY", IF ANY IS SPECIFIED ON THE RENTAL DOCUMENT FOR A RENTAL. I PURCHASE LDW FOR EACH RENTAL BY INITIALING ACCEPTANCE OF LDW ON THE ENROLLMENT FORM. If I accept LDW then for each Rental I'll pay the rate for LDW in effect at the time and place where each Rental begins as stated on the Rental document for a full day even if I don't have the car for the entire day. The total LDW fee for each Rental is the applicable rate per day multiplied by the number of days of my Rental. The rate may vary by location and by class of car rented. The specific rate for LDW for each Rental will be available to me upon my request at the time of reservation. LDW may also be described in any applicable Corp Rate agreement, Corporate Account agreement or other applicable rate agreement. If the law of a jurisdiction covering a Rental requires conditions on LDW that are different from the terms of this Agreement that law prevails. I UNDERSTAND THAT I SHOULD CONSULT WITH MY INSURANCE CARRIER AND/OR MY CREDIT CARD ISSUER TO DETERMINE IF LDW IS DUPLICATIVE OF COVERAGE THAT I MAY ALREADY HAVE.

(b.) Except as described below, if I do not accept LDW, I will owe for all loss or damage to the car regardless of fault (unless my liability for ordinary negligence is prohibited by law) whether due to theft, collision, vandalism, or any other cause except accidental fire or explosion, or natural causes. If the car is stolen or damaged, I'll pay its retail fair market value before theft or damage less salvage, unless your repair cost plus the diminution of the car's value after repairs is less and you are not required by law to salvage the car, in which case I'll pay the latter amount. I'll also pay loss of use based on reasonable downtime or as specified by law, plus a reasonable administrative fee determined by you or specified by law (except for theft if the car is not recovered), plus towing and storage charges, all of which are also part of the "loss". Whether or not I accept LDW, I'm responsible for the loss if I or an additional driver, authorized or not, violate paragraph 2 above. If my own insurance or my charge card issuer covers my responsibility for loss or damage, as applicable, I will identify my insurer and policy number or my card issuer and its insurer. I authorize you to collect any loss directly from the insurer. I authorize you to collect any loss from a third party responsible for the damage. You will refund any sum you collect exceeding the loss.

STATE AND CANADA NOTICES

(c.) In New York, if the renter elects to purchase LDW for a rental of two (2) days or more, the renter may void the purchase of LDW within the first 24 hours by returning to any

Budget location and executing a new rental agreement.

(d.) FOR CARS AND PASSENGER VANS FOR TEN (10) OR FEWER PEOPLE RENTED IN ILLINOIS: The renter is responsible for all physical or mechanical damage to the vehicle up to \$9,000 through May 31, 2000, and increasing by \$500 on June 1 of each year beginning June 1, 2000, regardless of fault, due to collision, vandalism, acts of God, accidental fire or any other cause except vehicle theft. For vehicle theft, the renter is responsible for all loss or physical or mechanical damage to the vehicle up to \$2,000, regardless of fault, provided, however, that if the renter or Authorized Driver fail to exercise ordinary care while in possession of the vehicle and such failure is a cause of vehicle theft, then the renter is responsible for all loss or physical or mechanical damage to the vehicle up to \$9,000 through May 31, 2000, and increasing by \$500 on June 1 of each year beginning June 1, 2000. Physical or mechanical damage is determined by the lesser of the following:

- (i) the actual and reasonable costs incurred, or which would have been incurred, to repair the vehicle; or (ii) the retail fair market value of the vehicle immediately before the damage occurred. THE RENTER MAY AVOID THESE RESPONSIBILITIES BY PURCHASING OPTIONAL LDW. If the renter elects to buy LDW and there is no violation of a use restriction (Paragraph 2, above), Budget waives the renter's responsibilities for any vehicle loss and damage.

HOWEVER, IF THERE IS A VIOLATION OF A USE RESTRICTION, LDW IS VOID AND THE RENTER IS RESPONSIBLE FOR ALL VEHICLE LOSS AND DAMAGE AS DESCRIBED ABOVE, PROVIDED, HOWEVER, THAT ANY ACT OF THEFT, AIDING AND ABETTING THEFT OR VANDALISM OF THE VEHICLE BY THE RENTER IS OUTSIDE THE PROVISIONS OF THIS AGREEMENT, VOIDS LDW, AND CAUSES TO BE RESPONSIBLE FOR ALL VEHICLE LOSS AND DAMAGE, RELATED EXPENSES, LOSS OF USE AND AN ADMINISTRATIVE CHARGE DESCRIBED IN PARAGRAPH 3(b) ABOVE.

(e.) FOR CARS AND PASSENGER VANS RENTED IN INDIANA, IOWA AND NEVADA, AND FOR CARS AND PASSENGER VANS FOR TEN (10) OR FEWER PEOPLE RENTED IN CALIFORNIA: REGARDLESS OF FAULT, THE RENTER IS RESPONSIBLE FOR collision damage (up to the fair market value of the vehicle), related expenses, Budget's loss of use and an administrative charge for expenses associated with processing the loss and damage claim and for vandalism unrelated to theft, related expenses and Budget's loss of use (UP TO \$500 for such vandalism, related expenses and loss of use IN NEVADA; NOT LIMITED IN INDIANA AND IOWA). If the renter or an Authorized Driver fails to exercise ordinary care while in possession of Vehicle (such as failing to possess the vehicle's ignition key or failing to establish that the key was not in the vehicle at the time of the theft) and fails to file an official report of the theft with an appropriate law enforcement agency within 24 hours after learning of the theft and fails to cooperate in providing information concerning the theft, or if an Authorized Driver aided or abetted in or committed the theft and/or vandalism, the renter may be responsible for theft of the vehicle and related vandalism, plus Budget's loss of use and related expenses. THE RENTER MAY AVOID RESPONSIBILITY FOR COLLISION DAMAGE AND FOR VANDALISM UNRELATED TO THEFT (INCLUDING BUDGET'S LOSS OF USE AND RELATED EXPENSES) BY PURCHASING OPTIONAL LDW. If the renter buys LDW and there is no violation of a Use Restriction (Paragraph2), the renter is not responsible for collision damage and for vandalism unrelated to theft, including Budget's loss of use and related expenses. IF THERE IS A VIOLATION OF A USE RESTRICTION (PARAGRAPH2, ABOVE) LDW IS VOID AND THE RENTER IS RESPONSIBLE FOR ALL VEHICLE LOSS AND DAMAGE, RELATED EXPENSES, LOSS OF USE AND AN ADMINISTRATIVE CHARGE AS DESCRIBED ABOVE. IN

CALIFORNIA, LDW DOES NOT APPLY TO THE RENTER'S RESPONSIBILITY FOR VEHICLE THEFT AND RELATED VANDALISM.

(f.) FOR CARS AND PASSENGER VANS RENTED IN WISCONSIN: REGARDLESS OF FAULT, THE RENTER AND AUTHORIZED DRIVERS ARE RESPONSIBLE FOR physical or mechanical damage caused by collision or upset of the vehicle, regardless of fault, and for loss of and physical or mechanical damage to the vehicle caused intentionally or through reckless or wanton misconduct, plus actual towing and storage costs (for not more than two (2) days).

THE RENTER MAY AVOID RESPONSIBILITY FOR DAMAGE CAUSED BY COLLISION OR UPSET BY PURCHASING OPTIONAL LDW FOR PASSENGER VEHICLES. If the renter elects to buy LDW and there is no violation of a use restriction (Paragraph2, above), Budget waives the renter's and Authorized Driver's responsibility for damage caused by collision or upset. IF THERE IS A VIOLATION OF A USE RESTRICTION , LDW IS VOID AND THE RENTER OR AUTHORIZED DRIVER IS RESPONSIBLE FOR ALL LOSS OF AND DAMAGE TO THE VEHICLE AS DESCRIBED ABOVE. LDW DOES NOT APPLY TO DAMAGE TO THE VEHICLE CAUSED INTENTIONALLY OR THROUGH RECKLESS OR WANTON MISCONDUCT.

(g.) FOR VEHICLES RENTED IN CANADA: THE RENTER IS RESPONSIBLE FOR all loss of and damage to the vehicle as permitted by provincial law (including, but not limited to, any loss or damage caused by collision, accident, theft, vandalism, or any other cause except accidental fire or explosion or natural causes). If the vehicle is stolen or damaged, the renter will pay the vehicle's fair market value before theft or damage less salvage unless Budget's repair cost plus the diminution of the vehicle's value after repairs is less and Budget is not required by law to salvage the vehicle, in which case the renter will pay the latter amount. The renter will also pay actual towing, storage, impound and all other related expenses, plus Budget's loss of use and an administrative charge for expenses associated with processing the loss and damage claim. If there is no violation of a use restriction (Paragraph2, above) and the renter purchases LDW, the renter may limit this vehicle responsibility up to a specific Canadian dollar amount in effect at the time and location when each Rental begins, and may depend on the age of the renter and the type of Vehicle rented. The specific amount of this vehicle responsibility if LDW is purchased will be available to the renter, on request. at time of reservation If there is a violation of a use restriction , LDW is void and the renter is responsible for all vehicle loss and damage, related expenses, loss of use and an administrative charge, as described in Paragraph 3(b), above.

By signing the Enrollment Form, I acknowledge reading all of the LDW notices and other notices contained in this Agreement, and I waive the right or obligation to read such notices at time of Rental.

LDW NOTICE FOR VEHICLES RENTED IN THE U.S.: IF I HAVE PERSONAL AUTOMOBILE COLLISION INSURANCE, IT MAY COVER ALL OR PART OF MY RESPONSIBILITY. IF I HAVE COMPREHENSIVE COVERAGE, IT MAY COVER THEFT AND VANDALISM. IF I HAVE RENTAL VEHICLE COLLISION COVERAGE PROVIDED BY CERTAIN GOLD OR PLATINUM CREDIT CARDS OR VALID AND COLLECTIBLE COLLISION AND COMPREHENSIVE INSURANCE ON MY OWN VEHICLE, WHICH APPLIES TO RENTAL VEHICLES, BEFORE DECIDING WHETHER TO PURCHASE LDW, I AM HEREBY ADVISED BY YOU THAT I SHOULD CHECK WITH MY INSURANCE AGENT OR INSURANCE COMPANY OR EXAMINE MY CREDIT CARD TERMS, FOR THE CARD I USE TO RENT AND ANY PERSONAL AUTO POLICY FOR THE EXTENT OF COVERAGE AND THE DEDUCTIBLE, IF ANY. IF SUCH INSURANCE COVERAGE EXISTS, YOU WILL FIRST SUBMIT CLAIMS FOR APPLICABLE LOSS OR DAMAGE TO MY INSURANCE COMPANY.THE

PURCHASE OF LOSS DAMAGE WAIVER IS OPTIONAL, NOT MANDATORY AND MAY BE DECLINED.

LDW NOTICE FOR VEHICLES RENTED IN ILLINOIS, KANSAS, MARYLAND, MISSOURI AND NEW YORK: COLLISION DAMAGE WAIVER AND CAR RENTAL INSURANCE - OUR CONTRACT OFFERS FOR AN ADDITIONAL CHARGE COLLISION DAMAGE AND CAR RENTAL INSURANCE PRODUCTS, YOU MAY WISH TO DETERMINE WHETHER YOUR PERSONAL INSURANCE OR CREDIT CARD PROVIDES YOU COVERAGE DURING THE RENTAL PERIOD. THE PURCHASE OF ANY OF THESE OPTIONAL PRODUCTS IS NOT REQUIRED TO RENT A VEHICLE.

LDW NOTICE FOR VEHICLES RENTED IN MARYLAND:
ATTORNEY GENERAL OF MARYLAND CONSUMER PROTECTION DIVISION STOP.

PLEASE READ BEFORE SIGNING A CAR RENTAL AGREEMENT

The car rental company is asking you to pay an additional charge for a Collision (or Loss) Damage Waiver.

1. This waiver will only cover your liability for some or all damage to the rental car itself.
2. Personal Injuries or other losses are not covered.

BEFORE YOU AGREE TO PAY FOR A COLLISION DAMAGE WAIVER, YOU SHOULD KNOW THAT:

1. You probably do not need a Collision Damage Waiver.

(a.) IF YOU RESIDE IN MARYLAND AND HAVE AN AUTOMOBILE INSURANCE POLICY WITH COLLISION COVERAGE, YOUR COLLISION COVERAGE IS REQUIRED BY LAW TO ALSO COVER PASSENGER CARS YOU RENT FOR 30 DAYS OR LESS. Your own policy, for both Maryland residents and non-residents, may provide greater coverage for longer periods; or

(b.) If you rent the car with a credit card, your credit card may provide coverage for damage to rental cars.

2. Even if you buy a Collision Damage Waiver, you may still be held responsible for some or all damage to a rental car. A Collision Damage Waiver may not cover all types of damage to a rental car, and has important conditions, restrictions and exclusions, which, if violated, may void the waiver.

3. You do not have to purchase a Collision Damage Waiver. You can decline it.

SUMMARY OF TERMS AND CONDITIONS OF THE COLLISION OR LOSS DAMAGE WAIVER BEING OFFERED TO YOU:

1. Cost: The cost of the Collision Damage Waiver is the applicable charge per day in effect at time of rental in addition to the rental charge itself.

2. Types of damage for which you are legally responsible if you purchase the Collision Damage Waiver: This car rental agreement generally requires you to accept responsibility for all damage to or loss of the rental car, whether or not you are at fault. If you purchase the Collision Damage Waiver, and comply fully with this Agreement, your responsibility is limited to the types of damage listed below:

- (a.) Collision or Accident where you are at fault;
- (b.) Collision or Accident where you are not at fault;
- (c.) Theft;
- (d.) Vandalism;
- (e.) Fire;
- (f.) Acts of Nature; or
- (g.) Other.

No items above are marked because if you purchase LDW and there are no violations of any use restrictions (described in Paragraph 2, above) the waiver of your responsibility for the vehicle is not limited.

3. Conditions, Restrictions and Exclusions that will void the Collision Damage Waiver: Even if you purchase the Collision Damage Waiver, it will be voided and you will be responsible for the full value of any damage to the rental car if any of the following happens: violation of any of the use restrictions (described in Paragraph 2 above.)

LDW NOTICE FOR VEHICLES RENTED IN RHODE ISLAND:

"NOTICE TO CONSUMERS: Budget Rent A Car (Budget) is offering a "Loss Damage Waiver" for an additional charge per day. In exchange for this payment, Budget waives its right to hold you (the renter) responsible for collision damage to the vehicle while it is in your possession, except as provided in Paragraph 2 of this notice below. Before purchasing this waiver from Budget, you should consider the following:

- 1. You do not have to purchase LOSS DAMAGE WAIVER. You may decline it.
- 2. Your own automobile insurance policy or credit card may already cover damage to rental vehicle. You should check with your insurance company or credit card provider to determine what damages are covered and your deductible amount. If you do not have such coverage, you may wish to purchase it from your insurance company. Your insurance company may give better coverage and protection at a lower price than that charged for LOSS DAMAGE WAIVER.
- 3. Even if you purchase LOSS DAMAGE WAIVER, you and Authorized Drivers will be held responsible for all damages to the rental vehicle if you use or operate the vehicle:

- (a.) if you allow anyone other than the drivers authorized by this Agreement to drive the vehicle;
- (b.) if you damage the vehicle intentionally or in a willful wanton or reckless manner;
- (c.) while under the influence of drugs, or are legally intoxicated, or other substances that would impair driving ability;
- (d.) for any illegal purpose such as transporting drugs, explosives or contraband;
- (e.) it is obtained by fraud or misrepresentation;
- (f.) if you fail to immediately report to the Police and Budget any accident, theft, vandalism or other damage to the vehicle;
- (g.) off-paved roads;
- (h.) to carry people or property for hire;
- (i.) to tow or push anything;
- (j.) in any race, test or contest;
- (k.) to teach driving;
- (l.) to carry passengers outside the passenger compartment or when loaded beyond its rated capacity; or
- (m.) beyond the geographical area authorized in this Agreement.

Before signing the Enrollment Form and agreeing to the terms of this Agreement, I acknowledge and understand the information contained in this NOTICE TO CONSUMERS.

LDW NOTICE FOR VEHICLES RENTED IN TEXAS: NOTICE: Your rental agreement offers, for an additional charge, an optional waiver to cover all or a part of your responsibility for damage to or loss of the vehicle. Before deciding whether to purchase the waiver, you may wish to determine whether your own automobile insurance or credit card agreement provides you coverage for rental vehicle damage or loss and determine the amount of the deductible under your own insurance coverage. The purchase of the waiver is not mandatory. The waiver is not insurance.

IF I HAVE AN AUTOMOBILE POLICY ISSUED IN LOUISIANA, MARYLAND, MASSACHUSETTS OR MINNESOTA THAT PROVIDES MY PERSONAL VEHICLE WITH COLLISION COVERAGE, MY

POLICY WILL AUTOMATICALLY EXTEND THAT COLLISION COVERAGE (AND LOSS OF USE IN MINNESOTA) TO THE RENTAL CAR (AND PASSENGER VANS IN LOUISIANA AND MINNESOTA), LESS ANY DEDUCTIBLE. IN MASSACHUSETTS, IF I HAVE COMPREHENSIVE COVERAGE I MAY BE COVERED FOR ACTS OF GOD, ACCIDENTAL FIRE, THEFT AND VANDALISM.

EXCEPT AS DESCRIBED IN PARAGRAPH 4(b), BELOW, TO THE EXTENT ALLOWED BY LAW, ALL VALID AND COLLECTIBLE LIABILITY INSURANCE AND/OR OTHER PROTECTION AVAILABLE TO THE DRIVER OF THE RENTAL VEHICLE IS PRIMARY.

4. LIABILITY PROTECTION:

IF THERE IS A VIOLATION OF A USE RESTRICTION IN PARAGRAPH 2, ABOVE, ALL LIABILITY PROTECTION DESCRIBED BELOW AND ALL APPLICABLE NO-FAULT BENEFITS DESCRIBED IN PARAGRAPH 4, BELOW, ARE VOID, TO THE EXTENT ALLOWED BY APPLICABLE LAW.

(a.) FOR VEHICLES RENTED IN CALIFORNIA AND TEXAS: THERE IS NO LIABILITY PROTECTION INCLUDED WITH THE RENTAL. I understand that Authorized Drivers are excluded from any insurance policy that may be available to you in California and Texas.

(b.) FOR VEHICLES RENTED IN UTAH AND MISSOURI: YOU DO NOT PROVIDE AUTHORIZED DRIVERS WITH PRIMARY AUTOMOBILE LIABILITY PROTECTION, UNLESS IF THE AUTHORIZED DRIVERS ARE NOT INSURED WITH LIABILITY PROTECTION, BUT ONLY TO THE MINIMUM FINANCIAL RESPONSIBILITY LIMITS REQUIRED BY APPLICABLE LAW.

(c.) FOR VEHICLES RENTED IN CANADA, ARIZONA, DELAWARE, MARYLAND (EXCEPT AS DESCRIBED BELOW), MASSACHUSETTS, MICHIGAN, MINNESOTA, NEBRASKA, NEW HAMPSHIRE, NEW YORK, PUERTO RICO, SOUTH CAROLINA, VIRGINIA OR WEST VIRGINIA: IF THERE IS NO VIOLATION OF A USE RESTRICTION (PARAGRAPH 2, ABOVE), YOU PROVIDE ALL AUTHORIZED DRIVERS WITH PRIMARY AUTOMOBILE LIABILITY PROTECTION for bodily injury (including death) and property damage to others resulting from their use and operation of the Vehicle, **BUT ONLY TO THE MINIMUM FINANCIAL RESPONSIBILITY LIMITS REQUIRED BY APPLICABLE LAW.**

(d.) FOR VEHICLES RENTED IN ALL OTHER STATES, IN MARYLAND (WHEN THE VEHICLE IS USED OR OPERATED AS A REPLACEMENT VEHICLE WHILE A VEHICLE OWNED BY ME IS NOT IN USE BECAUSE OF BREAKDOWNS, REPAIR, SERVICE OR DAMAGE) AND THE DISTRICT OF COLUMBIA: IF THERE IS NO VIOLATION OF A USE RESTRICTION (PARAGRAPH 2, ABOVE),

Except in California and Texas, anyone driving the car as permitted by this Agreement will be protected against liability for causing bodily injury or death to others or damaging the property of someone other than the driver and/or the renter up to the minimum financial responsibility limits required by applicable law. The limit for bodily injury sustained by one person includes any claim for loss of that person's consortium or services. Where the law extends coverage to a non-permitted driver, the same limits will apply. Such coverage will be provided by you according to the terms, and subject to all of the conditions, of a standard automobile liability insurance policy, including all requirements as to notice and cooperation on my part, which are hereby made a part of this agreement. You can provide coverage under a certificate of self-insurance or an insurance policy, or both as you choose. In any case, a copy of the policy and/or certificate will be available for my inspection at your main office. I understand that unless required by applicable law, you will not provide (a) coverage for fines, penalties, punitive or exemplary damages, (b) coverage for bodily injury to, or death of, myself while not a driver, or any member of my family or the driver's family, (c) defense against any claim after

applicable limits of coverage that you furnish have been tendered, (d) supplementary no fault, non-compulsory uninsured or underinsured motorist coverage, and any other optional or rejectable coverage, and you and I reject all such coverage's to the extent permitted by law. Where any of these coverage's are required or implied by law, the limits shall be the minimum required under applicable statute. There is no coverage in Mexico.

(e.) FOR VEHICLES RENTED IN FLORIDA: THE VALID AND COLLECTIBLE LIABILITY INSURANCE AND PERSONAL INJURY PROTECTION INSURANCE OF ANY AUTHORIZED RENTAL OR LEASING DRIVER IS PRIMARY FOR THE LIMITS OF LIABILITY AND ANY PERSONAL INJURY PROTECTION COVERAGE REQUIRED BY S.S. 324.021(7) AND 627.736, FLORIDA STATUTES.

(f.) FOR VEHICLES RENTED IN RHODE ISLAND: MY LIABILITY INSURANCE IS PRIMARY AND YOUR INSURANCE IS EXCESS TO ANY OTHER VALID AND COLLECTIBLE INSURANCE.

(g.) FOR VEHICLES RENTED IN MICHIGAN: NOTICE: THE MICHIGAN MINIMUM FINANCIAL RESPONSIBILITY LIMITS FOR BODILY INJURY ARE \$20,000 BECAUSE OF BODILY INJURY TO OR DEATH OF ONE PERSON IN ANY ONE ACCIDENT AND \$40,000 BECAUSE OF BODILY INJURY TO OR DEATH OF TWO OR MORE PERSONS IN ANY ONE ACCIDENT. BUDGET'S LIABILITY PROTECTION AS DESCRIBED ABOVE APPLIES ONLY IF THE INJURY IS CAUSED BY AN AUTHORIZED DRIVER (AS DEFINED IN PARAGRAPH 1, ABOVE) OR BY MY FATHER, MOTHER, BROTHER, SISTER, SON, DAUGHTER OR OTHER IMMEDIATE FAMILY MEMBER. I AM LIABLE TO YOU FOR CLAIMS OF AUTOMOBILE LIABILITY PROTECTION THAT EXCEED THE PROTECTION PROVIDED BY YOU AS DESCRIBED ABOVE. I AM ALSO LIABLE TO INJURED PERSONS FOR AMOUNTS AWARDED TO THEM IN EXCESS OF THE PROTECTION PROVIDED BY YOU AS DESCRIBED ABOVE.

Subject to applicable no-fault law, **YOUR LIABILITY PROTECTION DOES NOT APPLY TO** bodily injury (including death) or property damage to me or any other Authorized Driver or the Authorized Driver's family members related by blood, marriage or adoption who reside with me or an Authorized Driver, or any other person who resides with me or an Authorized Driver.

YOUR LIABILITY PROTECTION DOES NOT INCLUDE

uninsured or underinsured motorist or motor vehicle or other insurance, that is optional or can be waived or rejected, and specifically waives and rejects all such insurance. **TO THE EXTENT APPLICABLE LAW REQUIRES THAT BUDGET PROVIDE LIABILITY PROTECTION OTHER THAN AS DESCRIBED ABOVE, IT WILL NOT EXCEED THE MINIMUM FINANCIAL RESPONSIBILITY LIMITS.** "Minimum financial responsibility limits," as used in this Agreement, refers to the minimum amount of protection that is required to establish financial responsibility under applicable law.

SPECIFIC REJECTION OF PERSONAL INJURY PROTECTION IN MARYLAND: By executing this rental agreement (the Enrollment Form), I specifically agree to waive in writing any personal injury protection coverage that would provide certain medical and disability benefits to me, any Authorized Driver and any injured passenger in the car.

SPECIFIC REJECTION OF UNINSURED MOTORIST PROTECTION FOR CARS RENTED IN PENNSYLVANIA: I am rejecting uninsured motorist coverage under this rental or lease agreement, and any policy of insurance or self-insurance issued under this Agreement, for me and all other passengers in the car. Uninsured coverage protects me and other passengers in the car for losses and damages suffered if injury is caused by the negligence of a driver who does not have any insurance or whose insurance is insufficient to pay for losses and damages.

FOR VEHICLES RENTED IN CONNECTICUT: Uninsured or underinsured motorist claims must be filed within three years of the date of the accident.

(h.) OTHER LIABILITY PROTECTION MAY BE AVAILABLE AT PARTICIPATING FASTBREAK LOCATIONS IF A RENTAL IS SUBJECT TO A BUDGET CORPRATE, GOVERNMENT OR SIMILAR RATE AGREEMENT. Terms of protection are contained in the applicable rate agreement which terms supersede those contained herein.

(i.) SUPPLEMENTAL LIABILITY INSURANCE ("SLI"): IF I ELECT TO PURCHASE THE OPTIONAL SLI BY INITIALING THE ACCEPTS BOX ON THE ENROLLMENT FORM, where available, I'll pay the applicable daily charge for SLI . In that case, the limits of liability protection shall be \$1,000,000 for each person for bodily injury, death, or property damage, but not more than \$1,000,000 for each accident, instead of the limits stated in this paragraph 4 above. This additional coverage will be provided to an Authorized Driver, under a separate policy of excess liability insurance more fully described in the available brochure, and is subject to all of the conditions and limitations described in this paragraph 4 as it applies to the state in which a Rental commences, except that notwithstanding anything contained in this Agreement, the terms of the policy will at all times control. I understand that I will be charged the then current rate per day for SLI a full day even if I don't have the car for the entire day. SLI is offered by an independent insurer.

In Canada, SLI coverage is not available.

(j.) PERSONAL ACCIDENT AND EFFECTS INSURANCE ("PAE"): IF I ELECT TO PURCHASE OPTIONAL PAE BY INITIALING THE ACCEPTS BOX ON THE ENROLLMENT FORM, where available, I'll pay for it. I understand I will be charged the then current rate for a full day even if I don't have the car the entire day. PAE is offered by an independent insurer. PAE provides some medical, death and dismemberment benefits for bodily injury that results from an accident, and some protection against loss of or damage to certain personal effects. When purchased **PAE PROVIDES THE FOLLOWING MAXIMUM BENEFITS FOR ACCIDENTAL BODILY INJURY:**

(i.) I receive the following protection during the entire rental period, both in and out of the car:

(aa.) Accidental Death and Dismemberment up to \$100,000 (up to \$175,000 in New York and Minnesota); and

(bb.) Medical Expenses up to \$3,500.

(ii.) Passengers (including other Authorized Drivers while operating the car) receive the following protection while occupying the Vehicle:

(aa.) Accidental Death and Dismemberment up to \$10,000 (up to \$17,500 in New York and Minnesota); and

(bb.) Medical Expenses up to \$3,500.

PAE DOES NOT PROVIDE ANY BENEFITS FOR INJURIES OR DEATH RESULTING FROM:

- (i.)** use of the car in violation of a user Restriction in this Agreement;
- (ii.)** commission of an assault or felony;
- (iii.)** intentionally self-inflicted injury or suicide;
- (iv.)** participation in a race, speed or endurance contest;
- (v.)** disease, illness or bacterial infection;
- (vi.)** pre-existing conditions;
- (vii.)** air travel, except as a passenger on a scheduled airline flight;
- (viii.)** accidents while I am driving or riding in any vehicle being used as a taxi, bus or other public vehicle; or

(ix.) the use of any narcotic or alcohol, except as prescribed by a licensed, qualified physician.

PAE ALSO PROVIDES COVERAGE FOR SOME LOSS OF OR DAMAGE TO CERTAIN PERSONAL PROPERTY owned by and for my personal use, or of my spouse and minor children residing with me while traveling with me. Personal property, while contained in the car, is covered for damages directly caused by:

- (i.) accident to the car;
- (ii.) theft from the car if it was securely locked, the theft was reported to the appropriate police authority and there exists signs of forced entry into the car; and
- (iii.) fire, explosion or lightning.

PAE PROVIDES THE FOLLOWING COVERAGE ON AN ACTUAL CASH VALUE BASIS FOR THE LOSS TO PERSONAL PROPERTY:

- (i.) personal property limit per person: \$600;
- (ii.) personal property limit per Vehicle: \$1,800; and
- (iii.) deductible per person: \$25.

PAE DOES NOT COVER:

- (i.) currency, coins, stamps, tickets, deeds and documents;
- (ii.) contact lenses, eyeglasses and prosthetic devices;
- (iii.) jewelry, furs and fine art;
- (iv.) food, liquor, medication, plants, animals and other perishable goods;
- (v.) audio visual equipment, televisions, video cameras and camcorders; and
- (vi.) cellular phones, CB radios, tape players, radios and other sound reproducing or receiving equipment.

PAE ALSO DOES NOT COVER LOSS OR DAMAGE CAUSED BY, DURING OR ARISING OUT OF:

- (i.) use of the car in violation of a use restriction in this Agreement, or loss or damage to personal property resulting from loading or unloading of personal property; or
- (ii.) mysterious disappearance.

In Canada, the PAE coverages are different than the coverages described above, and the specific coverages offered at participating locations in Canada prevail. Terms of these coverages are available at rental counters in Canada and upon request.

The fees for SLI and/or PAE, are those fees in effect at the time and location where each Rental begins. The specific fees for SLI and/or PAE will be available on request at time of reservation.

5. MY INDEMNIFICATION AND WAIVER:

I agree to indemnify you for and hold you harmless from any loss, liability and expense that you incur arising out of the use of the car, including reasonable attorney's fees: (a) which exceeds the greater of either the minimum limits of financial responsibility pursuant to the motor vehicle insurance law of the applicable state or the limits of any liability insurance that you furnish to me, (b) which results from any unauthorized use or prohibited operation of the car. I waive any claim against you for incidental, special or consequential damages in connection with the Rental. If the Rental takes place at a location operated by a Budget System Licensee and a claim relating to this transaction is made against Budget Rent A Car System, Inc. that alleges unfair, deceptive or unconscionable conduct that renting Budget's licensee agrees to indemnify and hold Budget Rent a Car System, Inc. harmless from and against such claim, including the related costs and expenses

6. FUEL SERVICE CHARGE: If the fuel service option is available, but I do not accept the fuel service option, I'll pay a fuel service charge (as

specified on the Rental Document) if I return the car with less fuel than when rented. a) If I did not purchase fuel this charge will be the rate per mile/kilometer as specified on the Rental document multiplied by total miles driven as specified on the Rental Document. b) If I purchased fuel, this charge will be the rate per gallon as specified on the Rental Document multiplied by the number of gallons/liters required to refill the tank (by reading factory installed gauge.) In such case, if you request, I must provide you with a receipt for the purchase of fuel. Otherwise, I will pay the rate per mile/kilometer noted above.

If the fuel service option is available and I accept the option, the cost of such purchase is as specified on the Rental document. By accepting the fuel service option, I will not incur any additional fuel service charge and I will not receive credit for unused fuel at return. I acknowledge that the fuel service option or fuel service charge is not a retail sale of fuel..

FOR VEHICLES RENTED IN HAWAII: FUEL CREDITS:

(a.) IF I BUY A FULL TANK OF FUEL AT THE BEGINNING OF THE RENTAL AND RETURN THE CAR WITH A FULL TANK OF FUEL, I will receive a credit for the amount charged for the full tank of fuel at the beginning of the Rental.

(b.) IF I BUY A FULL TANK OF FUEL AT THE BEGINNING OF THE RENTAL AND RETURN THE CAR WITH LESS THAN A FULL TANK OF FUEL AND THE CAR IS DRIVEN 100 MILES OR LESS, I receive a credit for the amount charged for the full tank of fuel at the beginning of the Rental and a refueling charge applies as described above.

(c.) IF I RETURN THE CAR WITH MORE FUEL THAN WHEN RECEIVED and the renting location has reasonably accessible refueling facilities, I receive a credit for the excess fuel (based upon fuel-gauge readings). If the renting location does not have reasonably accessible refueling facilities, no credit applies.

7. WHEN AND WHERE I'LL RETURN THE CAR I'll return the car on the date indicated on the Rental Document. I'll return it sooner on your demand. The car must be returned to the agreed return location as specified on the Rental Document. A rate change or special charges may apply if returned to a different location.

8. REPOSSESSING THE CAR: You can repossess the car anytime it is found illegally parked, being used to violate the law or the terms of this Agreement, or appears to be abandoned. You can also repossess anytime you discover that a misrepresentation was made to obtain the car. You needn't notify me in advance. You are not responsible for loss of or damage to any property in or on the car, in any service vehicle, on your premises, or received or handled by you, regardless of who is at fault. I'll be responsible to you for claims by others for such loss or damage. If the car is repossessed, I agree to pay the actual and reasonable cost incurred by you to repossess the car. I agree that such cost shall be charged to the credit card I used to rent the car.

WARNINGS:

FOR VEHICLES RENTED IN ARIZONA: I shall be in violation of ARS 13-1806 if the car is not returned within 72 hours of the due date and time specified and shall be subject to imprisonment up to 1.9 years and a fine up to \$150,000.

FOR VEHICLES RENTED IN DISTRICT OF COLUMBIA: Failure to return the car in accordance with the terms of this Agreement may result in criminal penalty of up to three (3) years in jail.

FOR VEHICLES RENTED IN WASHINGTON: Failure to promptly return the car on the date indicated may result in criminal prosecution under RCW 9.45.062.

9. LOST OR DAMAGED PERSONAL PROPERTY: You are not responsible for loss of or damage to any personal property in or on the car, in any service vehicle, on your premises, or received or handled by you, regardless of who is at fault. I'll be responsible to you for claims by others for such loss or damage.

10. RENTAL CHARGES. I will pay for the number of miles/kilometers I drive and period I rent the car at the time and mileage rates indicated on the Rental document and all optional services that I accept on my Enrollment Form. The minimum charge is one day (24 hours) plus mileage/kilometerage, or a fixed fee. Miles/kilometers are determined by reading the factory-installed odometer. The daily charge applies to consecutive 24 hour periods starting at the hour and minute the Rental begins. I'll pay charges for miscellaneous services that apply to the Rental. On tour rate rentals an additional per day charge will apply to certain renters as specified on the Rental document. In some jurisdictions, where permitted, an airport concession recovery fee and/or airport facility fee may be added. I also agree to pay any and all applicable surcharges, taxes and, tax related surcharges including but not limited to vehicle licensing fees, tax recovery surcharges, frequent flyer surcharges, consolidated facility charges, and customer facility charges.

FOR VEHICLES RENTED IN MINNESOTA: Payment for damage to and loss of use of the car, if any, by a Minnesota automobile insurer within the time limits specified by Minnesota Statute section 72A.201 will be acceptable to you and no prior payment by me for such damage and loss is required.

FOR VEHICLES RENTED IN NEW MEXICO AND TENNESSEE: If my own personal motor vehicle insurance policy covers all or a part of my responsibility for the car Budget will submit claims for applicable loss or damage to my insurance company.

11. TAXES: I'll pay all sales, use, rental, and excise taxes, including tax-related surcharges, such as for the recovery of vehicle license fees.

12. SPECIAL CHARGES: If I represent I'll return the car to another location, I may have to pay "one-way service fee" as specified on the Rental Document. If I return the car to a location different from agreed return location as specified on the Rental Document, without your written permission, I'll pay an "unauthorized return location fee." The Minimum for this fee is \$45. I'll pay a higher fee, if by multiplying your normal mileage rate by the distance between renting location and actual return location as specified on the return document/return record a higher fee results. I'll pay a reasonable fee for cleaning the car's interior upon return for excessive stains, dirt or soilage attributable to my use.

13. FINES AND EXPENSES: I'll pay all fines, penalties, court costs and recovery expenses for parking, traffic and other violations, including storage liens and charges, including a reasonable administrative fee with respect to the use of the car while on rental to me and hereby expressly authorized you to provide my name and address to any political subdivision or court for enforcement of such violation.

14. ERROR IN RENTAL CHARGES: The charges shown on the return record are not final and are subject to your review. I'll pay any undercharges and I'll receive a refund for any overcharges you discover on review. .

15. COLLECTIONS: All charges, fees and expenses, including payment for loss of or damage to the car, are due at your demand. If I do not pay all charges when due, I agree to pay a late charge of the lesser of either 1 1/2% per month, or the highest rate permitted by law on the past due balance. I will pay any collection costs, including a service charge for any check that is not honored by a financial institution and your reasonable attorney's fees, if I don't pay any amount when due. If the law permits, you may contact me, or my employer at my place of business about payment.

16. CHARGE CARD RESERVE: For each Rental, I consent to you reserving credit with the issuer of the charge card I provide on my Enrollment Form, up to an amount equal the estimated total charges for each Rental based on the representations I make for my reservation of that Rental. I understand that you will bill the card issuer according to the order of my selected billing priority as stated on the Enrollment Profile. I consent to the reservation or setting aside of that estimated

total amount at the time of commencement of the rental.

You may receive card number information from the financial institution that issued my charge card. Should I not want this information sent to you, please advise Budget in writing at 300 Centre Pointe Drive, Virginia Beach, VA, 23462.

If I use a credit or charge card that is issued by a financial institution outside of the United States and is billed to you in a currency other than U.S. Dollars, the full amount of my charge will be converted to the card account's billing currency unless I submit a written request in advance to have the currency conversion performed by my card issuer. The conversion will be based on a conversion rate published by Reuters and will incorporate a processing charge no higher than 3% applied to all amounts relating to the transaction. This charge will replace the currency conversion processing charge applied by my card issuer. I understand that my card issuer has a currency conversion process; that I have chosen not to use my card issuer's currency conversion process; and that I will have no recourse against my card issuer with respect to any matter related to the currency conversion or disclosure thereof.

17. MY INDEPENDENT STATUS: I understand that I am not your agent or authorized representative for any purpose.

18. CHANGES TO AGREEMENT: Budget may change the Terms and Conditions of this Agreement as provided in Paragraph 1 above or by written notice to me.

19. TERMINATION: Either I or you may terminate this Agreement upon written notice to the other. Termination by either will not affect the rights and obligations owed to each other for any prior or then-existing Rental. You may also terminate this Agreement if I violate it or terminate or suspend it without notice if I do not use Fastbreak for an extended period of time.

20. BUDGET CANADIAN PRIVACY POLICY BUDGET RENT A CAR OF CANADA LIMITED'S CANADIAN PRIVACY POLICY: We at Budget Rent A Car of Canada Limited ("Budget") recognise the importance of protecting your personally identifiable information ("PII") that you provide to us.

As of January 1, 2004, the Canadian federal government's Personal Information Protection and Electronic Document Act (PIPEDA), a new privacy law, will apply to Budget's Canadian operations. In addition, the province of Quebec has enacted private sector privacy laws. The Act regulates the collection, use and handling of PII (e.g., personal information about an individual) regardless of how the information exists. This policy explains how Budget protects your privacy and summarises how and why we collect, use and disclose PII that you may provide to us.

This policy is applicable to PII that you provide to Budget, in Canada, and which is held in the Budget System's central database located in Canada and the United States (see "About the Budget System" below). This privacy policy does not apply to PII you provide directly to related companies of Budget located outside of Canada, or to PII you provide directly to Budget licensees. If you provide your PII to a Budget licensee location, the licensee's privacy policy will apply. Some of the countries in which the Budget System operates have privacy or data protection laws similar to the law in Canada; other countries in which the Budget System operates in do not. PII does not include the name, title, business address or office telephone number of an employee of an organization, or the name, address, telephone number or similar information of a person that is publicly available (e.g., in a public telephone directory).

In this policy, we also explain how you can contact us if you have a question about, or want to make a change to or delete, any PII that Budget may be holding about you. We strongly recommend that you take the time to read this privacy policy and retain it for future reference.

WHAT PII DOES BUDGET COLLECT ABOUT ME AND HOW DOES IT COLLECT IT?

When you make a reservation, rent a car and/or join any of Budget's programs, we need to collect certain information about you in order to provide our services. The information we require is necessary in order to identify you, contact you, provide the requested service and administer your rentals. The service that you use will determine what information we collect from you. This information will include at least some of the following about you:

Name

Your Home and/or Business Address

Phone Number(s) at which we may contact you

Your Date of Birth

Method of Payment (e.g., Credit Card—Account Number and

Expiration Date

Your Driver's License Number and Province/Country of Issuance

When you rent a car, we will also record information that details your rental as recorded in your rental agreement (e.g., where you rented the car, where and when you returned the car, payment arrangements, insurance preferences, gas consumption, mileage and other information related to the vehicle rental).

In addition, in order to better serve you, Budget offers customized rental services on a membership basis. If you wish to join and request one of these services, such as Fastbreak, Budget may need more information than is required for providing standard car rental service. Information on what PII is collected and used in connection with these services is available in the brochure and materials describing these services.

We may also need certain information from you when you request any of the following services and/or equipment: Special Needs/Optional Equipment, Special Offers/Discounts, Preferences, Partner Member Numbers, use of Budget BCD number, Frequent Traveler numbers and Car Preferences. For example, if you wish to use a discount that Budget provides to members in an association to which you belong, we will collect information about your membership in that association, both to verify your membership and to provide you with the correct discount for our services.

The PII we collect about you will be with your express or implied consent, by your request for our services. How we collect PII will depend on how you use our services. We may collect PII directly from you by telephone, fax, e-mail, at the counter, upon your completion of an application or enrolment form or through your use of our web site. We may also collect information about you indirectly through a travel agent, an account program or through one of our partner programs when you deal with us through those means.

You may choose not to provide some or all of your PII to us, but this may prevent us from providing our services to you or limit our ability to provide you with the level of service that you would otherwise expect from us.

HOW IS MY PII USED OR DISCLOSED BY BUDGET?

We strive to ensure a stress-free rental experience and are dedicated to building a rewarding and lasting relationship with every customer. In order to provide the level of service we believe you expect from us, we may use and disclose your PII for the following purposes:

GENERAL PURPOSES—WE USE YOUR PII TO:

- provide the services that you request;
- do all things necessary to administer those services;
- research, develop, manage, protect and improve our services;
- unless you opt out, conduct customer satisfaction surveys and to inform you of any improvements or changes that we have made to our services; and

- maintain and develop our service-oriented software and other business systems.

We may disclose your PII to other related and non-related organisations including:

- to your company or organisation if you use our services under a corporate or other commercial account;
- to one of our program partners (e.g., if you are a member of a frequent traveler program and you have asked us to send it details of your rental agreement with us to obtain your benefits from that program);
- to your credit card issuers;
- to credit reporting and fraud checking agencies;
- to debt collection agencies, if you fail to pay monies owed to us;
- to government or private organisations responsible for the processing or handling of traffic or parking related violations;
- to driver licensing authorities, directly or through intermediary organizations, when needed to verify compliance with Budget's safe driver criteria for qualified drivers and/or to verify license information;
- to government, regulatory and law enforcement agencies where the disclosure is required or authorised by law; and
- to insurance companies.

USE OR DISCLOSURE FOR MARKETING PURPOSES:

If you have not opted out of receiving marketing materials, we may use and disclose your PII to offer you products and services provided by Budget, our affiliates or our parent company (Cendant) and Budget System licensees. We may also use (but not disclose) your PII to offer you products and services provided by Budget System program partner organisations. You may choose not to allow us to use or disclose your PII for direct marketing purposes by indicating your preference on the rental agreement or by contacting us as outlined in this Policy (see "WHOM CAN I CONTACT FOR FURTHER INFORMATION?").

The service providers we have retained to perform services on our behalf, are not authorized by us to use or disclose the information except as necessary to perform services on our behalf or to comply with legal requirements.

USE TO PROVIDE CUSTOMER SERVICE:

When you provide us with your PII, we will enter your information into the centralised Budget System database that is located and maintained in Canada and the United States. Once your information is in the Budget System database, it will not be used for any purpose not set forth in this policy. Your PII will be accessible by Budget System entities, should you request services from Budget System licensee locations, those Budget System licensees. Some of the countries in which the Budget System operates do not have, or have different privacy or data protection laws. The laws of and these countries may apply if you provide PII to Budget System entities and/or licensees in these countries.

HOW DOES BUDGET PROTECT MY PII?

We take reasonable steps to protect all of the PII we hold from misuse, loss, unauthorised access and modification or disclosure in violation of this policy. This protection applies in relation to information stored in both electronic and hard copy form. Access to the Budget System database is restricted to authorised personnel and is password protected. PII transmitted through our web site is encrypted.

CAN I ACCESS THE PII THAT BUDGET HAS ABOUT ME?

You may access any PII that we have collected about you subject to certain exceptions. We will normally provide access without charge unless you either request access to a large volume of information or we have to access archived records to obtain the information. In these circumstances, we may impose a reasonable fee. We will, however

advise you of that fee in advance. You may challenge the reasonableness of the cost. Details of how to contact us are set out below. There may be instances where we may not be able to provide you access to your PII, for certain reasons.

Among these are: it has been destroyed or deleted after expiry of applicable retention periods, it contains PII of other persons or it contains commercially sensitive or proprietary information owned by us. If we are unable to provide you access, we will explain why and document that for our records.

TELL US IF WE NEED TO UPDATE YOUR PII OR PREFERENCES:

You play an active role in assisting Budget in maintaining the accuracy of your PII for as long as it is used for the purposes set out in this policy. Your prompt notification of any changes to your PII will assist us. You can update your preferences and your PII by contacting the Budget Privacy Officer at the contacts set out in this policy. If we don't agree to make the changes, you may challenge our decision.

WHAT YOU CONSENT AND AGREE TO:

When you provide us with your PII, you consent and agree to our use and disclosure of your personal information in accordance with this Policy including, in particular to:

- our collection, use and disclosure of that information in order to provide the service you have requested, to administer the rental, to provide customer services, and to operate our business, as described in this Policy;
- if you do not opt out, our use and disclosure of your PII for direct marketing purposes.

YOUR OPTIONS:

You may choose not to provide us with some or all of your PII with the understanding that this may prevent us from providing the type of service you request or possibly any service at all. You can optout of use and disclosure of your information for marketing purposes and receipt of direct mailings by contacting Budget through one of the methods below. In addition, you can withdraw prior consent by giving us at least sixty (60) days' prior written notice by any of the methods provided below. Your consent will be withdrawn. However, it is possible that you may receive promotions scheduled prior to our receipt of your withdrawal of consent.

USE OF TRACKING—USE OF INTERNET PROTOCOL ("IP") ADDRESSES:

An IP address is a unique number that is automatically assigned to your computer whenever you are surfing the Internet so that your computer can be identified by the main computers, known as "Web servers," that "serve up" Web pages. This allows us to identify and gather general information and data about you, such as the Web pages you view on www.budget.com.

Budget collects IP addresses for the purposes of helping us diagnose problems with our main computers, for system administration, to report aggregated information to our business partners and to audit the use of our Web Site. When users request Web pages from our Web Site, our Web servers log the user's IP address. We do not normally link IP addresses to anything personally identifiable, which means that a user's session will be logged, but the user will remain anonymous to us. For example, we collect and/or track the home server domain name, the type of computer, and the type of Web browser used by you to access our

Web Site. Such collection and tracking information is gathered by us as you navigate through our Web Site, and will be used by us for our business purposes only.

We can, and will, use IP addresses to identify you when we feel it is necessary to enforce compliance with our Web Site Terms of Use or to protect our service, site, users or others.

USE OF COOKIES:

What are cookies? Cookies are small pieces of information that a Web site sends to your computer for record-keeping purposes, which information is stored in a file on Your computer's hard drive.

Cookies make Web-surfing easier for you by saving your preferences so that we can use the saved information to facilitate your use of our Web Site when you return to the Web Site. Cookies do not tell us your individual identity unless you have chosen to provide it to us. We never save passwords or credit card information in cookies. The use of cookies is an industry standard, and as such, you will find that most major Web sites use them.

By showing how and when users use the Web Site, cookies help us see which areas of the Web Site are popular and which are not.

Many improvements and updates to the Web Site are based on such data as total number of visitors and pages viewed. This information is most easily tracked with cookies.

Most cookies expire after a defined period of time, or you can delete your cookie file at any time. Most Web browsers are initially set up to accept cookies. You can reset your Web browser to refuse cookies or to indicate when a cookie is being sent.

However, note that some parts of Budget and/or Budget's affiliates' services will not function properly or may be considerably slower if you refuse cookies. For example, without cookies, you will not be able to set personalized preferences, and/or may have difficulty completing transactions.

Budget and/or Budget's affiliates have two (2) primary uses for cookies. First, we use them to specify a user's preferences. For example, you can specify keywords across several categories or markets so you don't have to tell us repeatedly your car choice.

Second, we use cookies to track Web site usage trends and patterns. This helps us understand our users' needs better and improve areas of our Web Site. While both of these activities depend on the use of cookies, you have the option of disabling (refusing) the cookies via your Web browser preferences.

We use third party ad serving technology to serve ads when you visit our Web site. This technology uses information about your visits to this site (not including your name, address, or other personal information) to serve our ads to you. In the course of delivering our advertisements to you, a unique third party cookie may be placed or recognized on your browser. You may occasionally get cookies from our business partners. Budget and/or Budget-affiliates do not control these cookies. The use of advertising cookies sent by such third-party Web servers is standard in the Internet industry. For more information about our third-party ad server, cookies hand how to opt out, please click here: <http://www.doubleclick.net/us/corporate/privacy>

We also share Web site usage information about visitors to our Web site with a reputable third party for the purpose of targeting our Internet banner advertisements on this site and other sites. To do this, we use Web beacons and cookies provided by our thirdparty ad server on this site. The information we collect and share through this technology is not personally identifiable.

CHANGES TO THIS POLICY

This is our current privacy policy outlining our PII management practices. It replaces any other privacy policy published by us prior to the date below. We may change this policy from time to time. If you have any questions, need to modify or delete your PII or to obtain an up to date copy of our privacy policy, contact us.

WHOM CAN I CONTACT FOR FURTHER INFORMATION?

If you wish to contact us, (1) to inquire about our privacy practices; (2) to provide feedback and comments; (3) to access or correct your PII we have; (4) to opt out of further communications; and/or (5) to make inquiries regarding our privacy practices, contact our Privacy Officer as detailed below.

We offer Customers the opportunity to "opt out" of use and disclosure of the Customer's PII for marketing purposes.

Customers can elect to opt out from any communications including e-mail, direct mail, fax and telephone by contacting Us as detailed below. We also incorporate into our Data Warehouse "do not market" lists. Note that if you (i) refuse to consent to, (ii) opt out of, or (iii) withdraw your consent to our collection, use and/or disclosure of your PII, we may not be able to offer you certain products, services and benefits. Customers can contact Budget for any of the above reasons by using the following methods:

- (a.) Fax: 1-800-215-8872
- (b.) Telephone to Customer Service: 1-800-268-8991
- (c.) E-mail: privacyofficer@budgetgroup.com
- (d.) Mail: Privacy Officer, Budget Rent A Car of Canada Limited, 21 Four Seasons Place, Suite 500, Toronto, Ontario M9B 6J8

DISPUTE RESOLUTION

If you are not satisfied with the way in which we handle your inquiry, you can contact any of the following:

Budget Privacy Officer:

- (a.) Mail: Privacy Officer, Budget Rent A Car of Canada Limited, 21 Four Seasons Place, Suite 500, Toronto, Ontario, M9B 6J8
- (b.) Telephone: 1-800-336-1121
- (c.) Fax: 1-800-215-8872
- (d.) E-mail: privacyofficer@budgetgroup.com

Budget Legal Department:

- (a.) Mail: 6 Sylvan Way, Parsippany, NJ 07054
- (b.) Telephone: 973-496-0202
- (c.) Fax: 973-496-3444

If you are not satisfied with the way we handle your complaint, you can also contact:

1. Privacy Commissioner of Canada:
 - (a.) Mail: 112 Kent Street, Ottawa, Ontario K1A 1H3
 - (b.) Phone: 1-800-282-1376
 - (c.) Fax: 613-967-6850
2. Quebec Privacy Commissioner:
 - (a.) Mail: 575, Rue St. Amable Bureau 1.10, Québec, Québec G1R 2G4
 - (b.) Phone: 418-528-7741; Toll-free: 1-888-528-7741 (free within Quebec)
 - (c.) Fax: 418-529-3102
 - (d.) E-mail: Cai.Communications@cai.gouv.qc.ca

ABOUT THE BUDGET SYSTEM

The Budget Rent A Car System is the largest franchised vehicle rental network in the United States, Canada and throughout the world, with over 3,000 locations in more than 120 countries.

In Canada, the Budget System operates owned/franchised in 295 local markets locations as well as at 70 airport counters and employs over 3,000 people. Approximately seventy franchise owners across Canada operate about 365 locations with a fleet of some 26,000 cars and light trucks.

Budget Rent A Car of Canada Limited's corporate headquarters is located in Toronto and manages the brand on a national basis.

Budget Rent A Car of Canada Limited is a wholly owned subsidiary of Cendant Corporation (Cendant).

**ADDITIONAL TERMS AND CONDITIONS
FOR FASTBREAK RENTALS IN NEW ZEALAND**

Updated July 2004

Terms and Conditions

1. General

1.1 These terms and conditions form part of an agreement ("agreement") which comprises the Master Rental Agreement Enrolment Profile, which attaches these terms and conditions ("Master Rental Agreement") completed by the person signing the Master Rental Agreement as the hirer ("I") for the purpose of enrolling into the Budget Fastbreak renter programme ("Renter Programme"), a return copy of the Master Rental Agreement and each Rental Agreement ("Rental Agreement") completed by Budget Rent a Car Limited or an independent Budget Rent a Car Limited licensee ("Budget") in respect of a particular rental.

1.2 The agreement is between myself and Budget and covers every rental of a motor vehicle by myself from Budget under the Renter Programme. I understand that by signing the Master Rental Agreement, I will be deemed to have accepted the terms and conditions of the agreement. In the event any term or condition of the agreement is prohibited by the law of a jurisdiction covering a rental, that term is in that jurisdiction, ineffective only to the extent of that prohibition.

1.3 I will be presented with a completed Rental Agreement when hiring a vehicle under the Renter Programme. I need not sign the Rental Agreement at the time of hiring but it is to be read together with and forms part of the agreement. The Rental Agreement sets out particulars of the hire which will be deemed to have been accepted by the hirer upon the hirer taking possession of the vehicle described in the Rental Agreement.

1.4 I warrant that all the information on the Master Rental Agreement is true and up to date in all respects. I acknowledge that Budget has been induced by, and has relied upon such information to enter into the agreement. I further warrant that all information supplied to Budget in the future will be true and up to date in all respects at the time it is provided.

1.5 I will notify Budget forthwith of any change in the information on the Master Rental Agreement, including, without limitation, any change of employer, business or residential address, any change in the status or conditions of my driving licence, or credit identification.

1.6 I shall indemnify and hold Budget harmless in respect of any loss, liability or expense arising out of any failure to notify Budget of any such change or which results from non-disclosure by myself of any change in any of the information previously provided by myself to Budget is.

1.7 Budget may from time to time change the locations where Renter Programme rentals are available without notice to myself. I may request the locations where Renter Programme rentals are available from the reservation agent at the time of reserving a vehicle under the Rental Programme.

1.8 When hiring a vehicle from a location not offering Renter Programme rentals, I acknowledge that I will be required to follow standard Budget rental procedures.

1.9 Budget may change these terms from time to time by notice in writing to myself. Any such changes will apply to rentals by myself after such notice has been given.

1.10 Budget may, in its sole discretion, terminate the Renter Programme or the participation of myself in the Renter Programme at any time by written notice to myself.

1.11 Any notice sent by Budget to myself will be presumed to be received by myself three days after it has been mailed to the address shown on my enrolment form or such other address provided by

myself after returning the enrolment form to Budget.

2. Vehicle Description

2.1 Budget will let and I will take on hire the vehicle described in each Rental Agreement (the "vehicle").

3. Duration of Hire

3.1 The term of hire shall commence at the time on the day and shall cease at the time on the day specified in the Rental Agreement.

4. Persons Who May Drive Vehicle

4.1 The vehicle may be driven during the period of hire only by the persons named in the Rental Agreement or in a supplementary driver's sheet attached to the Rental Agreement, and only if they hold a current driver's licence appropriate for the vehicle at the time when they are driving the vehicle.

5. Payments by Hirer

5.1 I shall pay to Budget as payment for the hire of the vehicle for the period of hire referred to in Clause 3 of these terms and conditions, the rental charge at the rate referred to in the Rental Agreement. Rental will be charged for a minimum of 24 hours. Thereafter, each hour shall be charged at one-fifth of the daily rate for up to five hours (which shall constitute a full day's charge), and each half hour shall be rounded to the nearest hour.

5.2 In addition to the payment specified in clause 4 of these terms and conditions, I shall pay Budget the sum specified in the Rental Agreement for any insurance cover accepted by me. If I am aged under 25 years, an insurance surcharge may apply.

5.3 In addition to the payment specified in clause 4 of these terms and conditions, I shall pay Budget on termination of the hiring a distance charge at the rate specified in the Rental Agreement for every kilometre run. The total distance that I may run the vehicle during the period of hire shall not exceed the number of kilometers detailed in the rental agreement. If the distance in this clause is not completed then the distance restriction is not applicable to this hire.

5.4 I shall pay for all petrol or other fuel (but not oil) used in the vehicle during the period of hire.

6. Hirer's Obligations

6.1 I shall ensure that:

- (a) The water in the radiator and battery of the vehicle is maintained at the proper level;
- (b) The oil in the vehicle is maintained at the proper level;
- (c) The tyres are maintained at their proper pressure.

6.2 I shall ensure that all reasonable care is taken in handling and parking the vehicle and that it is left securely locked when not in use.

7. Insurance

7.1 Subject to the exclusions set out below, I and any driver authorised to drive the vehicle is fully indemnified in respect of any liability he or she might have to Budget in respect of the loss or damage to the vehicle and its accessories and spare parts and any consequential loss of revenue or other expenses of Budget including towing and salvage costs associated with the recovery of the vehicle and its accessories and spare parts. Subject to the exclusions set out below, I and any driver authorised to drive the vehicle are indemnified to the extent of \$250,000 in respect of any liability I might have for damage to any property (including injury to any animal) belonging to any person and arising out of the use of the vehicle.

7.2 Exclusions:

The indemnities referred to above shall not apply where the damage, injury or loss arises when:

- a) The driver of the vehicle is under the influence of alcohol or any drug that affects his or her ability to drive the vehicle;

- b) The vehicle is in an unsafe or unroadworthy condition that arose during the course of the hire and that caused or contributed to the damage or loss, and I was aware or ought to have been aware of the unsafe or unroadworthy condition of the vehicle;
- c) The vehicle is operated in any race, speed test, rally or contest;
- d) I am not a body corporate or department of State and the vehicle is driven by any person other than myself or any other person referred to in clause 4 of these terms and conditions;
- e) The vehicle is driven by any person who at the time when he or she drives the vehicle is disqualified from holding or has never had a driver's licence appropriate for that vehicle;
- f) The vehicle is wilfully or recklessly damaged by myself or any other person named under clause 4 of these terms and conditions, or driving the vehicle under the authority of myself, or is lost as a result of the wilful or reckless behaviour of myself or any such person;
- g) The vehicle is operated on any of the following roads, Ball Hutt, Mt Cook; Skippers Canyon, Queenstown; Ninety Mile Beach, Northland; Coast Road to Russell, Northland; the Crown Range Road (State Highway 89) from Queenstown to Wanaka; all roads north of Colville on the Coromandel Peninsula; the Tapu to Coroglen Road (all parts east of Rapaura Water Gardens); the 309 Road from Coromandel to Kaimarama, and the Blackjack Road from Kuaotunu and Opito.
- h) The vehicle is operated outside the term of the hire or any agreed extension of that term;

It is agreed between Budget and myself that section 11 of the Insurance Law Reform Act 1977 shall apply with respect to the above exclusions as if this clause constituted a contract of insurance. I acknowledge by signing the Master Rental Agreement that I am aware of the above exclusions.

8. Hirer's Liability

8.1 I acknowledge that I shall be liable for damages or loss to the extent indicated under the heading "Hirer's Liability" in the Rental Agreement. This does not apply to damage or loss resulting from fire or from the theft or conversion or attempted theft or conversion of the vehicle.

9. Rejection of Insurance

9.1 If insurance is rejected, I accept by signing the Master Rental Agreement that the vehicle is hired at my own risk in respect of loss or damage to the vehicle and consequential loss by Budget. I accept by signing the Master Rental Agreement that I may be liable to Budget for damage to or loss of the vehicle and consequential loss. If insurance cover is rejected, I accept by signing the Master Rental Agreement that I have no insurance cover under this agreement in respect of any damage, injury, or loss caused to any person or property.

10. Personal Accident Cover

10.1 Budget in association with its insurers can provide additional personal accident cover ("PAI") (to that available under the terms of the Accident Compensation Act 1982) to cover the occupants (excluding hitch-hikers) of the hired vehicle, who may suffer death or personal injury, caused as a result of a motor vehicle accident, whilst travelling in, alighting from, or entering the Budget vehicle whilst on hire. To effect such PAI the specified space on the Master Rental Agreement must be signed and the appropriate premium paid. The PAI is available to persons who are aged 15 to 70 years at the time of accidental death or personal injury. The cover is subject to the terms, conditions and limitations of the Master Policy of the PAI held at the registered office of Budget Rent a Car, Auckland. I acknowledge that clauses 10.2 and 10.3 of these terms and conditions set out a brief summary only of the benefits and principal exclusions of the Master Policy of the PAI as at the date of the Master Rental Agreement.

10.2 Benefits of PAI

- a) Accidental Death (to occupants aged 15-70)
- b) Loss of one or more limbs or eyes
- c) Temporary total disablement for a period not exceeding fifty-two weeks from the happening of the event)
- d) Medical Expenses

For a full list of PAI Insurance terms and conditions, including sums insured and claim limits, please contact Budget Rent a Car.

10.3 Principal Exclusions of PAI

No benefits shall be payable in the event of:

- 10.3.1** There being a violation of the terms and conditions of the Master Rental Agreement.
- 10.3.2** Intentional injury or suicide.
- 10.3.3** Mental unsoundness, racing or pacemaking.
- 10.3.4** Acts of war, riot or civil commotion.
- 10.3.5** Any accident whilst on board the Inter-Island Ferry.
- 10.3.6** Disease of any kind, or Childbirth.
- 10.3.7** Hitch-hikers.
- 10.3.8** The occupants being under 15 or over 70 years of age.

11. Budget's Obligations

11.1 Budget shall supply the vehicle in a safe and roadworthy condition.

11.2 Budget shall be responsible for all ordinary and extraordinary costs of running the vehicle during the term of hire except to the extent that those costs are payable by myself.

Note: By virtue of clause 5.4 above, the cost of petrol and other fuel, but not oil, used during the term of the hire is the responsibility of myself.

12. Mechanical Repairs and Accidents

12.1 If the vehicle is damaged or requires repair or salvage, whether because of an accident or breakdown, I shall advise Budget of the full circumstances by telephone as soon as practicable.

12.2 I shall not arrange or undertake any repairs or salvage without the authority of Budget (this includes purchasing a replacement tyre) except to the extent that the repairs or salvage are necessary to prevent further damage to the vehicle or to other property.

12.3 I shall ensure that no person shall interfere with the distance recorder or speedometer, or, except in an emergency, any part of the engine, transmission, braking, or suspension systems of the vehicle.

13. Use of Vehicle

13.1 I shall not use or permit the vehicle to be used for the carriage of passengers for the hire or reward unless the vehicle is hired with the knowledge of Budget for use in a passenger service licensed under Part 1 of the Transport Services Licensing Act 1989.

13.2 I shall not:

- (a) Sublet or hire the vehicle to any other person;
- (b) Permit the vehicle to be operated outside his or her authority;
- (c) Operate the vehicle, or permit it to be operated, in circumstances that constitute an offence by the driver against sections 56, 57 and 58 of the Transport Act 1998 (which relates to driving or attempting to drive with excess breath or blood alcohol or under the influence of drink or drug or both);
- (d) Operate the vehicle or permit it to be operated in any race, speed test, rally, or contest;
- (e) Operate the vehicle or permit it to be operated to propel or tow any other vehicle;

(f) Operate the vehicle or permit it to be operated in breach of the Transport Act 1962, the Land Transport Act 1998, the Traffic Regulations 1976, or any other Act, regulations, rules, or bylaws relating to road traffic;

(g) Operate the vehicle or permit it to be operated for the transport of more than the number of passengers or more than the weight of goods specified in the certificate of loading for the vehicle;

(h) Drive or permit the vehicle to be driven by any person if at the time of driving the vehicle, myself or other person is not the holder of a current driver's licence appropriate for the vehicle;

(i) Transport any animal in the vehicle (with the exception of Guide Dogs for visually impaired people).

14. Return of Vehicle

14.1 I shall, at or before the expiry of the term of hire, deliver the vehicle to the location described in the relevant Rental Agreement, or obtain Budget's consent to the continuation of hire.

15. Immediate Return of Vehicle Where Default or Damage

15.1 Budget shall have the right to terminate the hiring and take immediate possession of the vehicle if I fail to comply with any of the terms of the Master Rental Agreement or if the vehicle is damaged. The termination of the hiring under the authority of this clause shall be without prejudice to the other rights of Budget and the rights of myself under the Master Rental Agreement or otherwise.

16. Privacy

16.1 Budget shall hold information from myself for the purposes of my rental activity with Budget and the provision of related customer services, including direct marketing and assessing customer satisfaction with products and services of Budget. Budget may use the information for any of these purposes. I am entitled to request access to and correction of these details at any time by contacting Budget.

16.2 The information requested from you is to enable this company to assess your request to hire a vehicle from us, and to comply with the requirements of the Transport Services Licensing Act 1989. You do not have to supply this information, but if you do not, we are unable to hire a vehicle to you.

Note to hirer:

Budget must give you at least one copy of the Rental Agreement:

A copy of the Rental Agreement must be kept in the vehicle throughout the term of the hire and produced on demand by any police officer, traffic officer, or other authorised employee of the Land Transport Safety Authority.

ADDITIONAL TERMS AND CONDITIONS FOR FASTBREAK RENTALS IN AUSTRIA

GENERAL:

1. If the Customer will not fulfill the renting conditions, the rental operator has the right to cancel the contract and to take back the Vehicle. Verbally agreed conditions are not valid. The use of the Vehicle is restricted to Austria unless something else is agreed with the car rental operator in written form.

2. The renter is not entitled:

(a.) to hand over the Vehicle to a third person without permission of the rental operator;

(b.) to use the Vehicle for racing events;

(c.) to use for commercial transports, to sub-rent the Vehicle or to use it for illegal transport of custom goods;

(d.) to drive the Vehicle under the influence of alcohol, under the influence of drugs or if the renter is too tired to drive the Vehicle;

(e.) to drive the Vehicle on unpaved roads;

Customers who will act against points (a)–(e) are responsible for all consequences.

(f.) Any person, who takes over the Vehicle accepts, that he can be personally responsible for payment of the car rental bill.

3. Trips outside of Austria have to be authorized by the car rental operator; If the Vehicle is not returned in at least two days later as agreed, the car rental operator will report this to the police.

4. The rental charge will be calculated out of a daily charge, a mileage fee for the driven distance and other fees according to the agreement of this rental agreement.

The mileage clock is the basis for the distance driven by the Customer. If the mileage clock does not work correctly, the distance of the map plus 10% will be the basis. If the mileage clock is destroyed, generally 300 km per day will be charged.

As far as the Vehicle not being returned on the same place that it was rented, the car rental operator is entitled to charge the Customer for the re-transport costs, unless something else had been agreed in written form.

5. CUSTOMER IS LIABLE FOR ALL PARKING AND TRAFFIC VIOLATIONS. Police tickets, towing costs, loss of Vehicle documents, damage caused by lost Vehicle documents as well as the loss of Vehicle equipment are the Customer's responsibility.

Personal belongings of the Customer left in the Vehicle are the Customer's responsibility.

6. Reservations will be handled very carefully.

Car rental operator can't be responsible if the Vehicle cannot be delivered in time, although it was confirmed. Extensions of the rental or earlier returning have to be reported to the car rental operator 24 hours in advance, otherwise the full rental will be charged according to the contract and if the extension is not reported in time, the car rental operator can charge his damages to the Customer.

7. If the Customer is a natural person, the Vehicle can only be driven, without other written permission, by the renter himself or by the driver of his company. The second driver or Customer is responsible as well out of this contract. If the Customer is a legal person, he is responsible that only persons are driving the Vehicle who are entitled to it. The person who signs the contract is responsible for all charges out of this contract, next to the person the company or organization who had signed the contract personally as a common debtor.

8. Responsibilities out of this contract end with the correct return of the Vehicle during office hours with a Budget employee.

The Vehicle return out of office hours is not allowed unless something else was agreed.

9. Duties during the use of the Vehicle:

The Customer is responsible to drive the Vehicle carefully and to use it like it would be his own property.

The Customer has to check oil and water regularly.

The Customer has to park the Vehicle on a guarded parking area and has to lock it.

Customer is not allowed to put more people into the Vehicle than allowed.

10. Car repair, which is needed during the trip, can only be done by authorized garages.

Costs for Vehicle repair will be paid by the car rental operator or will be refunded according to paid invoices, if the repair was not caused by careless use.

If the approximate Vehicle repair costs will exceed ATS 500, then the confirmation for repair has to be given by the car rental operator. Oil

changes and inspections are according to the service book of the Vehicle.

11. In case of accidents or technical problems of the Vehicle the Customer has no right to claim from the operator the re-transport from the place of accident, to receive an exchange car or other damage compensations. If the Vehicle was towed away by the police, this has to be reported to the operator immediately and the fee has to be paid by the Customer.

12. In case of any small accident, the following procedure has to be taken:

(a.) Names and addresses of persons and witnesses who have been involved, as well as plate numbers of involved cars, have to be noted, a sketch of the accident has to be drawn and generally everything has to be done to help to clear the whole circumstances and to help to minimize the damage.

The accident report has to be filled in very carefully.

(b.) At each kind of accident, the police have to be called to the accident place and the Customer is not allowed to take the responsibility of the accident to himself, according to third persons.

(c.) The Customer is only allowed to leave the not drivable Vehicle, if the Vehicle will be guarded enough and be parked on a secure place.

(d.) The car rental operator has to be informed of the accident immediately.

13. In case persons have been injured by the accident, the police have to be called to the place of accident and help given to the injured person.

14. In case the damage amount of the accident exceeds the damage responsibility of the Customer, the operator has to be informed immediately and his advice has to be taken seriously.

15. Who will not fulfill nos. 12 to 14, or who will report the accident late or not sufficient enough, can be made responsible for the full damage.

16. Insurance coverage:

Insurance coverage will be given on the basis of the valid insurance law for third-party and comprehensive insurance.

The third-party insurance coverage is minimum ATS 30,000,000.

17. The Customer is responsible for all self-caused accidents or accidents where the fault cannot be found out totally, up to the full value of the Vehicle. This responsibility can be reduced by the daily LDW charge to a minimum amount. The minimum amount is according to the official rate sheet from Budget Rent A Car of Austria.

The luggage in the rental Vehicle is not insured.

18. Responsibility of the Customer for Vehicle damage on the rented Vehicle:

The Customer is only responsible for the amounts agreed in this contract plus those outlined in Paragraph 17 and the damage responsibility has to be paid immediately after the damage had been caused. If the car rental operator is successful to get full or partial amounts from the insurance companies, then the renter will be credited afterwards. For damage to the Vehicle caused by drunkenness, driving while too tired, under the influence of drugs or medicine, handing over the Vehicle to a third person who is not an authorized person, or caused by negligence, can be charged totally to the Customer by the operator, although LDW insurance was taken.

19. If LDW insurance was taken, the Customer is responsible up to the self-participation amount plus value reduction. Towing costs for self-caused accidents to the head office in Wels have to be paid by the Customer. The Customer is all the time fully responsible for damage to tires, wheels, hubcaps, damage to the underbody of the Vehicle, to the anti-theft-system, as well as to the chassis of trucks.

20. INVALIDITY or PARTIAL INVALIDITY of one or more points of this Agreement does not influence the validity of other conditions. In all cases of legal disputes, the German version of the rental contract is valid.

Place of justice is Wels.

ADDITIONAL TERMS AND CONDITIONS FOR FASTBREAK RENTALS IN FRANCE AND SPAIN

1. DRIVER(S):

The rental is granted on the basis of the drivers designated by You; only those named may drive the Vehicle.

All drivers designated must have a valid driving license, which has seen held a minimum of one year and that corresponds to the category of Vehicle to be rented.

2. HIGHWAY CODE:

You must, of course, respect the highway code together with any other legislative or statutory provisions: Budget may in no way be held responsible for any breaches thereof committed by You. For Vehicles rented in Spain, You agree that any breach of the Spanish Highway Code that requires Budget España to identify You or the driver to the Spanish Traffic Authorities of the Ministry of the Interior shall entitle Budget España to provide relevant information on You or the driver, and providing such information shall not constitute a breach of Spain's Personal Data Protection Law.

3. VEHICLE CONDITION/FUEL:

It is with pleasure that the Budget network rents You a recent Vehicle in good condition and, in Spain, in roadworthy condition in accordance with the Spanish General Regulation for Vehicles contained in Royal Decree 2822/1998, of the 23rd December, in respect of required characteristics, documentation, spares and accessories. Any concerns You may have on the Vehicle's condition must be immediately notified to the rental station and indicated on the rental agreement when You take charge of the Vehicle.

All vehicles are rented with a full tank and should be returned with a full tank. If this is not the case, Budget will fill up the tank for You as a service and will charge You on the basis of the fuel rate on display at the station.

4. ALTERATIONS:

You are not the owner of the Vehicle and, as such, may in no way alter the Vehicle.

5. LIABILITY:

From the moment You take charge of the Vehicle and until it is returned to an authorized Budget employee, complete with keys and documents, You are totally responsible for the Vehicle, whether stationary or whilst driving.

It is, therefore, Your responsibility to ensure that it is used in such a way that it is neither damaged nor causes damage. Your liability in case of any damage is defined hereinafter.

In addition, for Vehicles rented in Spain:

You are fully responsible for damage caused by striking or overhanging objects. This is not excluded by any waiver. Similarly, You are responsible for punctures and total loss of tires, loss of accessories and of the Vehicle's documentation. Budget does not accept liability for loss of damage to property left in the Vehicle either during the period of rental or thereafter. Such property is entirely at Your own risk.

6. INSURANCE:

For Vehicles rented in France, the lessor has taken out for You, and for Authorized Drivers designated in the specific terms, an insurance policy covering Your public liability for bodily injury and material

damage within the limits of the terms of the act of February 27, 1958, such insurance being compulsory. This coverage also covers passengers being transported in the Vehicle, within the limits of the law and relevant provisions.

For Vehicles rented in Spain, insurance coverage has been taken out for the Vehicle pursuant to Spain's Compulsory Third-Party Insurance Cover (Seguro Obligatorio de Responsabilidad Civil) laid down under Law 30/1995, of the 8th November, a copy of which is available on request. This policy provides cover and protects the owner of the Vehicle and/or any Authorized Drivers designated in the specific terms of this Agreement from third-party claims for personal injury or material damage caused by the use of the Vehicle, within the limits and subject to the exclusions provided under the aforementioned law.

This third-party coverage, however, still holds You entirely responsible for any damage caused to the Budget Vehicle if no identified, responsible third-party exists. This liability is for the full value of the Vehicle or a fixed amount or excess as specified in the current tariff.

7. FRANCHISE AND C.D.W. (Collision Damage Waiver):

In order to avoid paying the full fixed amount or excess specified on the current tariff, we offer You the possibility of joining our C.D.W. program thereby leaving You with just the reduced cost of a noneductible excess payable as per our current tariff.

Acceptance of this offer is indicated by signing the appropriate boxes on the Fastbreak Enrollment Form or on a separate rental agreement or equivalent document provided to You at the time You take charge of the Vehicle, and will mean paying an additional corresponding charge, in case of accident, You will also be required to: fill in written accident report even if no third party is identified; this document does not require You to admit Your responsibility with respect to any third party inform the lessor as soon as possible and send the accident report within 48 hours, unless a duly proved medical certificate prevents You from doing so.

Whatever the case, the following situations are not covered either by the public liability insurance or by the C.D.W. program:

- (a.) Driving of the Vehicle by any person not designated in the specific terms or who does not meet with the terms indicated in Paragraph 1 above;
- (b.) Inexcusable and sole responsibility causing damage;
- (c.) Willful causing of damage;
- (d.) Any damage caused either intentionally or as a result of characterized negligence;
- (e.) Driving while under the influence of alcohol or drugs;
- (f.) Driving into an obstacle due to failure to correctly calculate its height;
- (g.) Driving on roads unsuitable for motor vehicles;
- (h.) Carrying passengers for financial gain;
- (i.) Transporting flammable, explosive, corrosive or combustible substances;
- (j.) Taking part in races, trials or for the purpose of driving lessons;
- (k.) Use of the Vehicle to push or tow another vehicle;
- (l.) Use of the Vehicle for any illegal purpose or one that with does not respect the highway code or any other legal or statutory provision; and
- (m.) For Vehicles rented in Spain, use of the Vehicle for sub-renting.

8. PAI OR SUPER PAI ASSISTANCE:

Personal Accident Insurance covering bodily injuries to the driver and/or passenger, medical and technical assistance.

For Vehicles rented in France, by initialing the box on the Fastbreak Enrollment Form or on a separate rental agreement or equivalent document provided to You at the time You take charge of the Vehicle,

and paying the additional rent, the lessee is entitled to PAI and SUPER PAI assistance as negotiated by Budget and described in the additional coverage brochure.

(Note: SUPER PAI cannot be sold separate from PAI.)

For Vehicles rented in Spain, You can accept Personal Accident Insurance cover against bodily injuries to the driver and/or passengers, plus medical and technical assistance, by initialing the box on the Fastbreak Enrollment Form or on a separate rental agreement or equivalent document provided to You at the time You take charge of the Vehicle and paying the additional charge or applicable premium. The terms and conditions of this PAI are contained in a policy negotiated by Budget, a copy of which is available on request, the main terms of which are set out in a brochure provided with a separate rental agreement or equivalent document provided to You at the time You take charge of the Vehicle.

By accepting PAI, You are agreeing to the terms and conditions of the said policy.

9. THEFT AND TPC PROGRAM:

(Coverage against theft of the Budget Vehicle)

As renter and custodian of the Vehicle, You must take necessary precautions to ensure that the Vehicle is not stolen and must, under no circumstances, leave it with keys and papers inside.

If, despite Your care, the Vehicle is stolen, You must contact the lessor, lodge a complaint within 24 hours with the police authorities and return the keys, papers and a police receipt of Your complaint to us as soon as possible, at least within 48 hours of the theft.

The theft of the Vehicle makes You liable to pay the lessor the fixed amount or excess as specified on the current tariff.

You can, however, limit Your liability to a non-deductible excess by joining the TPC program. To do so, You mark the appropriate box of the Fastbreak Enrollment Form, pay the corresponding additional fee and, of course, in case of theft, carry out the formalities as per the second paragraph of this clause.

If the Vehicle is later recovered and returned to the lessor, the excess paid by You will be reimbursed less the expense of repairs.

10. RETURNING THE VEHICLE AND PAYMENT:

The Vehicle return date specified at the time the Fastbreak reservation is made constitutes official notice of the date by which the Vehicle must be returned without the need for any other notice.

Although Budget Vehicles can be used for periods in excess of one month, the maximum duration of a rental agreement is 31 days, renewable with the express authorization of the rental station.

In case of the failure to return the Vehicle on the agreed date, without the prior authorization of the station, You lay Yourself open to possible prosecution for diversion, and for abuse of confidence, and Budget shall be free to take such legal action as it may consider appropriate to recover the Vehicle, the excess rental charges and any additional costs incurred in so doing.

The rental cost is due and payable on taking charge of the Vehicle, at the rate in effect at the time the rental begins, and shall be determined on the period of duration of the rental agreement unless otherwise agreed in writing.

In case of late return, any additional amount due will be paid in cash. In the event of late payment, the lessee shall pay late payment penalties at a rate of one and half times the legal rate in addition to a standard amount of 10% of the sum due as a penalty.

For Vehicles rented in Spain, You also agree:

To pay on demand:

- (a.) The rental and any other supplementary charges as per the current tariff, such as CDW, PAI, TPC, additional drivers, delivery

and collection, one-way drop and all applicable taxes at prevailing rates;

(b.) All damages for which You are liable pursuant to this Agreement unless otherwise limited or excluded; and

(c.) A refueling/service charge if You return the Vehicle with less than a full tank of fuel.

All charges are subject to final audit after rental. You hereby authorize Budget to debit any charges pursuant to this Agreement against Your credit or charge card account including our reasonable legal costs of recovering the said charges, if necessary.

All complaints or objections to any charges must be brought to Budget's attention as provided in the final statement of account no later than 30 days from receipt of the said statement and failure to do so will result in this statement being deemed correct and accepted by You.

11. AUTHORIZED COUNTRIES OF TRAVEL:

For Vehicles rented in France, You can now travel in any of the following countries with Your rented Vehicle: AUSTRIA, BELGIUM, DENMARK, FINLAND, FRANCE, GERMANY, GREAT BRITAIN, HOLLAND, ITALY, LUXEMBURG, NORWAY, PORTUGAL, SPAIN (CONTINENT), SWEDEN, SWITZERLAND.

Please do not leave this area, as You will not be covered by any insurance.

For Vehicles rented in Spain, Budget's prior consent is needed for any journeys out of Spain.

For Vehicles rented in Spain, You also agree to the following terms:

12. DATA PROTECTION:

Data recorded in relation to this Agreement shall be incorporated by Budget España, in accordance with Spain's Personal Data Protection legislation, as contained under Organic Law 5/1999, of the 13th December, into its clients' files and may be used and disclosed by Budget España amongst the Budget group of companies and its business partners for statistical analysis, marketing of services and credit control. If You breach this Agreement, Your personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures. If You commit any punishable or sanctionable offences under the Spanish Highway Code, or other local traffic ordinances, Your personal data may be disclosed by Budget España to the extent required by the said legal provisions.

13. COURT PROCEEDINGS:

Any judicial proceedings in relation to a Vehicle rental under this Agreement shall be conducted in the jurisdiction of Spain and in the Courts of Madrid where Budget España has its registered office.

**ADDITIONAL TERMS AND CONDITION
FOR FASTBREAK RENTALS IN GERMANY**

Budget Deutschland GmbH ("Budget") rents the Vehicle described in the rental agreement provided to Renter at the time of the Vehicle rental ("Agreement") on the following Terms and Conditions which Renter hereby acknowledges:

1. TAKING OVER OF THE VEHICLE:

(a.) Budget agrees to provide to Renter a Vehicle free from any technical defects that could impair its road safety.

(b.) When taking over the Vehicle, Renter shall examine it as to its condition and completeness of the equipment. Renter shall give any notice of defect to Budget immediately upon taking over the Vehicle or upon discovery of any defect.

(c.) Before provision of the Vehicle, Renter agrees to pay Budget a

security deposit in accordance with the price list of the applicable Vehicle rates.

2. PERSONS AUTHORIZED TO DRIVE THE VEHICLE:

(a.) Subject to Renter's approval and the express consent of Budget, the Vehicle may also be driven by other persons apart from Renter. Budget's consent is deemed given under separate agreement for the persons whose first and last names and driving license numbers are entered on the Agreement.

(b.) If the Vehicle is to be driven by an additional driver approved by Renter, Budget will demand an additional charge as set forth in the General Rental Information attached to the Agreement ("General Rental Information") in the version currently applicable at the time of the renting.

(c.) Each driver must meet Budget's requirements regarding age, years of possession of driving license and driving license class.

The relevant information is contained in the "General Rental Information" in the version applicable at the time of conclusion of the rental.

3. USE OF THE VEHICLE:

(a.) The Vehicle may only be used on public ways and roads, but not for off-road drives, driving school purposes, in connection with motor sports or to drive on racing courses even if such course is open to the public for test and practice drives.

(b.) Any sub-rental of the Vehicle or any misuse of the Vehicle for purposes other than what it was originally intended for shall be prohibited.

(c.) The transport of hazardous substances within the meaning of the Gefahrgutverordnung-Straße (German Ordinance Regarding Hazardous Substances-Road (GGVS)) shall be prohibited.

(d.) Renter shall observe the operating regulations, including the requirements regarding the kind of fuel to be used, and shall abide by the statutory provisions applicable with respect to use of the Vehicle. If the Vehicle is a truck, etc., this provision shall also apply to the relevant transportation and accompanying papers, the driver's personal record book and the tachograph.

(e.) Renter must not use the Vehicle under the influence of alcohol, drugs or medications that impair the fitness to drive or capacity of reaction.

(f.) Renter is not allowed to go to such countries with the Vehicle that fall under Budget's general prohibition or Budget's prohibition for specific Vehicle brands or models. The information as set forth in the "General Rental Information" in the version applicable at the time of conclusion of the rental shall be binding in this respect. Exceptions may be separately agreed with Budget and must be in writing.

4. PARKING OF THE VEHICLE:

During such periods when the Vehicle is not used, Renter shall keep the Vehicle locked and secured and shall make sure the steeringwheel lock is engaged and—unless inexpedient—the parking brake pulled. When leaving the Vehicle, Renter shall take the Vehicle's keys and registration papers with him and keep them inaccessible to third parties. Particular statutory or official regulations regarding the parking of trucks also apply.

5. RENTER'S DUTIES IN CASE OF DAMAGE OR BREAKDOWN:

(a.) In the event of damage, Renter will make sure that all actions necessary to mitigate the damage and to secure evidence are taken. In the event of bodily injury, or theft of the Vehicle or any parts thereof, the police shall immediately be called.

(b.) Renter shall immediately notify Budget of any damage by phone. Renter shall personally record the accident completely and truthfully at the nearest Budget station using Budget's standard

accident report form that must contain the names and addresses of the persons involved in the accident and of any witnesses, the license plate numbers of all vehicles involved, as well as sketches showing the exact location and circumstances of the accident. Where available, documents prepared by the police shall be attached to the accident report.

(c.) Any theft of the Vehicle, of Vehicle parts or equipment shall be immediately reported by Renter to the police. Renter shall name witnesses, if any, to testify to the original parking location of the Vehicle, shall draft a sketch depicting such location and shall hand in the Vehicle's keys and registration papers to the nearest Budget station.

(d.) Renter shall assist Budget and its insurer in the further processing and clarification in the event of damage.

6. RENTER'S LIABILITY:

(a.) Where the Vehicle is rented by several Renters, they will be jointly and severally liable for any Renter's intentional or negligent violation of the duty to return the Vehicle.

(b.) If any of the Renters acted as representative without authority for several Renters, he shall be liable himself pursuant to Section 179 BGB [German Civil Code].

(c.) During the term of the Agreement, Renter will be liable for any damage to or loss of the Vehicle, including Vehicle parts or equipment, where such damage or loss falls within Renter's responsibility. The damage will be determined as the amount of the repair costs plus any decrease in value remaining after such repair or, in the event of a total write-off, no more than the replacement value less any residual value. Further, Renter will be liable for consequential costs related to the damage or loss, such as towing costs, experts' fees, loss of rent and proportionate administrative costs. Renter is free to prove that Budget actually sustained no or substantially lower damage.

(d.) Where Renter is responsible for the damage, Renter shall be liable to Budget for an amount equal to one day's rent as stated in Budget's currently valid price list for each day the damaged Vehicle is not available to Budget for rental. Renter is free to prove that Budget actually sustained no or substantially lower damage. Budget is free to prove that the damage actually sustained was higher.

(e.) Any further statutory claims of Budget shall remain unaffected.

7. REDUCTION OF RENTER'S LIABILITY:

(a.) By separately obtaining a reduction of liability for all damages including theft of the Vehicle, or only for theft of the Vehicle, Renter may, for the payment of an additional charge, limit his liability to a certain self-retention per event of damage. The amount of such self-retention and the corresponding additional charge are set forth in the "General Rental Information" in the version applicable at the time of conclusion of the rental.

(b.) The reduction of liability will not apply where Renter, while acting with intent or gross negligence, breaches any of the duties mentioned in Paragraphs 1 through 5 above, in particular if Renter acts in breach of the prohibition of entry under Paragraph 3(f) hereof or if damage is caused by Renter's intentional act or gross negligence.

(c.) Notwithstanding any reduction of liability, Renter will be fully and personally liable for all damage to surface mountings on rented trucks/transporters, in particular where Renter fails to heed clearance heights or widths, and for damage resulting from improper loading and unloading or from the objects loaded on the Vehicle, or if the Vehicle is a convertible, from the fact that it was parked with the top opened, or other improper handling of the Vehicle.

8. TERMINATION OF AGREEMENT:

- (a.) The Agreement will end upon expiration of the agreed rental term unless it is terminated as set forth in Paragraphs (b) and (c) below.
- (b.) Renter may terminate the Agreement without notice if Budget fails to provide the Vehicle or an equivalent substitute Vehicle within one hour after the agreed delivery date, at the latest. Renter may terminate the Agreement without notice if the Vehicle breaks down after it is taken over by Renter and Budget fails to provide a substitute Vehicle to Renter within three (3) hours' time.
- (c.) Budget may terminate the Agreement without notice if any of the Renters or another person to whom the Vehicle was left by Renter uses the Vehicle in a manner breaching the terms of this Agreement or substantially violates other contractual duties.
- (d.) The notice of termination by Budget may be given orally, particularly also by telephone.

9. LIMITATION:

The compensation due to Budget on the ground of a change or deterioration of the Vehicle will become time-barred after six (6) months. The period of limitation will start to run upon return of the Vehicle.

10. INSURANCE:

- (a.) The rental charge includes third-party motor insurance with the minimum cover as prescribed by law, but does not cover objects placed inside or on the Vehicle.
- (b.) At Renter's request, Budget will procure passengers' accident insurance according to the flat-rate system as set forth in the general terms for Vehicle insurance (AKB). The cover requested, the sums insured and the applicable insurance premiums are specified in the "General Rental Information" in the version applicable at the time of conclusion of the rental.

11. RETURN OF VEHICLE:

- (a.) Renter agrees to return the Vehicle to Budget upon Termination of the Agreement (Paragraph 8) at the agreed location. Renter shall return the Vehicle, including equipment, in the same condition and with the same quantity of fuel as at the time of Renter's taking over of the Vehicle, except for the Vehicle's usual wear-and-tear as resulting from the rental.
- (b.) Notwithstanding any different agreements, the Vehicle may be returned only during business hours of the Budget stations as stated in the "General Rental Information" and only to Budget staff members.
- (c.) If the Vehicle is returned outside the station's business hours, or to a location other than the agreed location, the rental period will be deemed extended—subject to any different agreements—until the time of reopening of the return station or until such time when Budget is again in direct possession of the Vehicle and Vehicle keys.
- (d.) If the Vehicle is not returned on the agreed date, Renter will be liable to pay the applicable rental rate for each additional started day after the agreed return date. Where a special rate limited in time was agreed, the standard rate valid as of the date of renting will be charged from the beginning of rental according to the price list valid on the first day following the agreed return date. Renter is free to prove that Budget actually sustained no or lower damage.

12. RENTER'S PAYMENT OBLIGATIONS:

After return of the Vehicle to Budget, Renter will be obliged to pay the total amount resulting from the individual items stated on the Agreement. Renter shall also pay for any fuel missing after return of the Vehicle, including fill-up service.

13. BUDGET'S LIABILITY:

Any liability of Budget under this Agreement shall be limited to intentional acts and gross negligence. Any further claims, no matter on what legal ground they may be based, shall be precluded.

Only in case of a breach of material contractual duties shall Budget be liable also for slight negligence. In such case, however, liability will be limited to the amount of the foreseeable contract-typical damage.

14. GENERAL TERMS AND PLACE OF JURISDICTION:

(a.) With respect to any disputes regarding the interpretation of this Agreement or the Agreement regarding rentals in Germany, German substantive law shall govern exclusively.

(b.) For any disputes arising under or regarding this Agreement or the Agreement related to rentals in Germany, the courts in Frankfurt/Main shall have jurisdiction if Renter does not have a general place of jurisdiction in Germany or, after entering into the Agreement, moves his residence or usual place of abode abroad or his residence or usual place of abode is not known at the time the action is filed, or if Renter is a merchant who is entered in the commercial register (Vollkaufmann) or a public-law legal entity or a public-law special fund.

**ADDITIONAL TERMS AND CONDITIONS
FOR FASTBREAK RENTALS IN SWITZERLAND**

**TRIPS TO ALBANIA, BULGARIA, EX-YUGOSLAVIA, POLAND,
ROMANIA, EX-CZECHOSLOVAKIA, TURKEY, EX-U.S.S.R. AND
HUNGARY ARE NOT ALLOWED.**

1. CONDITIONS AT THE TIME OF ACCEPTANCE: The Hirer accepts the Vehicle in an operational and perfect condition. Should there be any existing faults on the bodywork, they will be listed on the front page of this contract. Otherwise, the Hirer must notify the hiring company of these immediately when accepting the vehicle. The Hirer may be held responsible for any specialist cleaning procedures necessary on its return. Hirer agrees to return the Vehicle on or before the specified due back date to the same location at which it was rented or to the Budget office agreed to by Budget. A drop charge may apply if the Vehicle is returned to other than the renting location.

2. MAINTENANCE: All Vehicles of Budget are delivered to Hirer in perfect running condition. The Hirer agrees to take proper care of the Vehicle, paying for normal upkeep, including oiling, lubricating and garaging. Oiling and greasing expenses are refunded to Hirer on termination of rental. The Hirer is fully responsible for all damages of the rented Vehicle due to neglect, such as, omission to check and/or change of oil, greasing, water, tire pressure, etc.

3. COST OF HIRE: The full rental cost calculated on the basis of the daily rental fee is payable in advance on delivery of the Vehicle to Hirer. At the expiration of this rental contract, i.e., when the Vehicle is returned to the location indicated on this contract, any additional rental charges that may have been incurred become due for immediate payment. **IF HIRER RETURNS THE VEHICLE WITH LESS FUEL THAN WHEN RENTED, A REFUELING CHARGE WILL APPLY.**

4. REFUNDABLE DEPOSIT: The refundable deposit indicated on this contract is payable by the Hirer to the lessor on delivery of the Vehicle. Any amount that may stand at lessor's credit on termination of the Vehicle rental will be deducted from the refundable deposit.

5. CHANGE OF RENTAL: If the Hirer wishes to prolong or shorten the rental he must inform Budget of this on his knowledge thereof.

The same regulation is applicable if the Hirer wants to return the Vehicle at another location than the one stated in the contract.

6. RESTRICTIONS ON USE: The hired Vehicle may only be driven by the Hirer or by the persons who have been expressly designated and

authorized on this contract. The driver or drivers must be in possession of a valid driving license. It is prohibited to hire the Vehicle to third parties or to use it for teaching purposes, practicing on race courses, cross-country and test drives.

7. LIABILITY:

(a) In the event of non-compliance with our conditions and regulations, the Hirer may be made responsible for all costs incurred by Budget. Budget reserves the right to claim for damages.

The Hirer is not liable except to the non-waiverable deductible:

(b) Third-party risks (liability insurance) with unrestricted liability in all countries authorized in our conditions.

(c) Fire, glass, storm and tempest damage, as long as the Hirer is not directly responsible for the damage.

(d) **If CDW accepted:** For damage to the hired Vehicle (Exception: Non-waiverable deductible)

If TP is accepted: for the theft, of the hired Vehicle (Exception: Non-waiverable deductible)

The Hirer is liable for:

(e) **If CDW is rejected:** For all damage to the Vehicle including towing and transport costs, up to the currently applicable excess (as per contract).

If the TP rejected: For all costs incurred by BRAC as a result of theft of the hired Vehicle/break-in, up to the currently applicable deductible (as per contract).

(f) For damage caused by tempest damage, earthquakes, wars or other, civil unrest non-observance of maximum heights, drunken driving, as well as serious negligence.

(g) **HIRER ASSUMES RESPONSIBILITY FOR ALL PARKING VIOLATIONS, FINES AND PENALTIES DURING THE TERM OF THE RENTAL.**

8. ACCIDENTS/THEFT: RENTER MUST IMMEDIATELY REPORT ANY ACCIDENT OR THEFT TO THE POLICE AND TO THE RENTING LOCATION AND COMPLETE A BUDGET ACCIDENT OR THEFT REPORT.

In the event of an accident, break-in, parking damage as well as damage to the third-party property, the Hirer must always obtain a police report. In addition, the Hirer must complete the accident report carried in the Vehicle accurately and in full. Verbal and written acknowledgements of responsibility are not to be made. Major damage must be reported to the hire company's office immediately, otherwise the completed report must be handed in at the end of the period of hire. The Hirer is responsible for any damage to the hire Vehicle that is not reported. In the event of theft, the police and the hire company's office are to be informed immediately. The key, and the accident report with an explanation of the circumstance of the theft, as well as any available police reports, is to be submitted to the hire company within 24 hours.

9. REPAIRS: The Hirer is to have effected necessary repairs or replacement of parts whenever possible at the nearest official car agency. Any payment for repairs or replacement of parts, which becomes necessary to insure the satisfactory operation of the Vehicle, is refundable to the client. All replaced parts must be returned to BRAC with the receipted bills for possible refund to the Hirer. Repair costs are only refunded, if the consent of the station where the Vehicle was hired has been obtained prior to the reparation.

10. LIABILITY OF BUDGET: Budget assumes no responsibility whatsoever toward the Hirer or any third party for any accident or damage which may occur during the period of rental or any extension thereof. Nor is Budget liable for neither damage nor loss that the Hirer may sustain of a Vehicle defect or breakdown should cause delay or prevent him from continuing the journey.

11. DISPUTES: In case of disagreement, which cannot be amicably

settled the parties agree to submit the dispute to the jurisdiction of the courts of law of Bassersdorf. The Hirer expressly agrees to abide by the decision of the courts of law of Switzerland.

**ADDITIONAL TERMS AND CONDITIONS
FOR FASTBREAK RENTALS IN UNITED KINGDOM**

1. YOUR AGREEMENT WITH Budget (US):

- (a.) Your signature on the Enrollment Form:
 - (i.) is Your acceptance of the terms set out below and on that form; and
 - (ii.) creates a legally binding agreement between You and us.
- (b.) It is our intention that all the terms of this Agreement with You are contained in:
 - (i.) this Agreement (including these Additional Terms and Conditions);
 - (ii.) the Enrollment Form, as signed by You; and
 - (iii.) any leaflets provided to You by us at the same time You were given this Agreement (including provisions corresponding to those leaflets supplied in electronic form at the time You were supplied with the Enrollment Form).
- (c.) Under the heading "MEANINGS" in Paragraph 13 of this Agreement You will find an explanation of certain expressions used in this Agreement.
- (d.) You agree that this Agreement (including these Additional Terms and Conditions) will apply to each rental of a Vehicle as fully as if contained in a separate agreement signed by You each Time a Vehicle is rented by You.
- (e.) We may change the Agreement (including these Additional Terms and Conditions) by giving You notice in writing of the changes. Those changes will apply only to rentals initiated by You after such notice has been given. You agree to accept the changes made in the Agreement.

2. PERIOD OF HIRE:

- (a.) We agree to let You have the use of the Vehicle from the Date Out and Time Out until the Agreed Return Date/Time. With our written agreement, You can extend the rental period, in which case the new agreed date and time for return of the Vehicle becomes the Agreed Return Date/Time. The rental period cannot, however, exceed 28 days in succession or exceed 89 days in total in any calendar year.
- (b.) If You are in breach of a term of this Agreement, we can end the rental before the Agreed Return Date/Time. To do this, we must give You written notice personally or send it to You by First Class prepaid post at Your address set out overleaf.

When the notice is delivered personally—or one day after posting—You will no longer have possession of the Vehicle with our consent. We may then take it back.

- (c.) We can also take back the Vehicle without notice if we reasonably think that You are in breach of any of the conditions of this Agreement or have given us untrue information.

3. WHAT YOU AGREE FROM THE OUTSET:

- (a.) For the purposes of this Agreement, INCLUDING any insurance provided under Paragraph 8 of this Agreement (including automatic third-party liability insurance), You represent that:
 - (i.) the information You have given us and, which is entered on the Fastbreak Enrollment Form, is true. (Please note that untrue information can invalidate any insurance provided under Paragraph 8 of this Agreement);
 - (ii.) no person named as the Driver or Additional Driver:

- (aa.) has ever been refused motor insurance;
- (bb.) is disqualified in any country from driving a vehicle;
- (cc.) has been disqualified in any country from driving a vehicle during any time in the previous two (2) years;
- (dd.) has ever been disqualified in any country from driving a vehicle for any alcohol or drug-related offence; and
- (ee.) is subject to (i.) pending court proceedings for a road traffic offense, (ii.) a conviction for a driving offense which has not been disclosed to us in writing; or (iii.) any physical or mental disability which affects his ability to drive a vehicle.

(b.) For the purposes of this Agreement INCLUDING any insurance provided under Paragraph 8 of this Agreement (including automatic third-party liability insurance), You agree that:

- (i.) You will inspect the Vehicle before You drive it and tell us if You notice any problem with it (including any damage that has not been mentioned on the Pre-Rental Inspection Form);
- (ii.) You will obtain any authorizations, licenses or permits that are required for the Driver to drive or operate the Vehicle;
- (iii.) You will indemnify us (that is to say, reimburse us fully) against:
 - (aa.) any Losses that are not covered by insurances taken out by You; and
 - (bb.) all claims by or against us resulting wholly or partly from Your failure to comply with Your responsibilities under this Agreement.

4. OUR RESPONSIBILITIES TO YOU:

- (a.) We have maintained the Vehicle in accordance with the manufacturer's recommendations. At the start of the rental period, it will be in good working order and suitable for the purpose for which it is designed.
- (b.) If the Vehicle becomes unroadworthy, we may at our discretion replace it. The replacement will, if reasonably possible, be similar to the Vehicle You originally rented. If we do not replace the Vehicle, we will give You a refund of the unexpired charges.
- (c.) Except where it is due to our negligence, we will not be responsible:
 - (i.) for any Losses that You may suffer in connection with the furnishing, performance or use of the Vehicle; or
 - (ii.) for any loss of or damage to any property that You or any other person leave in or on the Vehicle;

or will we in any case be liable for any unforeseeable Losses; but we will pay for expenses authorized by us for repairs.

- (d.) If we find any property that has been left in the Vehicle, or in our premises, and this property has not been reclaimed within six (6) months of the end of the rental period, we reserve the right to dispose of it and charge You for the reasonable costs of disposal. You will also be liable for any reasonable costs we incur in holding the property and any reasonable administration costs (including the cost of posting property to You, if so requested by You).
- (e.) If You are not a consumer we exclude the rights, duties and liabilities referred to in Section 9 of the Supply of Goods and Services Act 1982.

5. YOUR RESPONSIBILITIES ONCE RENTAL COMMENCES:

- (a.) You will comply with the terms of the relevant insurance policies if You purchase any of the insurances mentioned in Paragraph 8(n) of this Agreement or if You are automatically insured for third-party liability.
- (b.) Apart from fair wear-and-tear or damage caused by Acts of God, You will (regardless of fault) be responsible for any or all loss

of, or damage caused to, the Vehicle (including any reduction in value of the Vehicle that remains after repair).

(c.) In the case of loss of, or damage to, the Vehicle (or theft of the Vehicle), You will also pay for any loss of rental income. Our loss of rental income will be the usual rental charge for the Vehicle until the repairs are completed or until we reach settlement with You and receive the agreed payment, if the Vehicle is lost or stolen or beyond economic repair. In addition, You must pay any impoundment fees, storage fees, towing costs and any reasonable administration costs of processing any of these claims.

(d.) You agree to comply with the use restrictions in Paragraph 6 of this Agreement.

6. USE RESTRICTIONS:

(a.) You will tell us as soon as possible about loss of, or damage to, the Vehicle, or if it is not working correctly. If further damage could be caused to the Vehicle by using it when it has been damaged or is faulty, You must not continue to use it.

(b.) You will treat the Vehicle in a responsible manner and take proper care of it, making sure it is locked and secured when not in use and properly protected against damage due to bad weather. You must ensure that the correct fuel is always used and regularly check and maintain correct levels of tire pressure and of engine oil and other vehicle fluids. When not in use You will set and use any security device fitted to or supplied with the Vehicle.

(c.) You will ensure that the Vehicle is not used if it is in an unsafe condition or unfit to drive or for a purpose for which it is not designed or suitable. You will not overload the Vehicle or allow it to carry more passengers than the number for which it is fitted out by us at the start of the Rental.

(d.) You will properly secure all loads and will not carry any hazardous, dangerous or inflammable substances.

(e.) You will not drive the Vehicle on unmade up roads or other unpaved surfaces, or drive it at excessive speed over or through traffic calming devices. You will not use the Vehicle for racing, pacemaking or any other sort of competition. You will not use the Vehicle for towing, pushing, driving instruction or any other hazardous or unusual use.

(f.) You will not allow the Vehicle to be operated or used by anyone who has not been authorized by us.

(g.) You will not use or drive the Vehicle for any unlawful purpose nor whilst You are intoxicated or under the influence of any substance that impairs driving ability.

(h.) You will not take or allow the Vehicle to be taken into any area of an airport or airfield to which aircraft have access.

(i.) You will tell us the whereabouts of the Vehicle if we ask You. You will not take the Vehicle outside England, Scotland and Wales, or out of Northern Ireland if the rental started in that Province.

(j.) You will not sell, rent or dispose of the Vehicle in any way nor represent that You are the owner of the Vehicle or our agent.

You will not remove or change any name or other mark identifying ownership of the Vehicle or use the Vehicle to carry people or property for hire or reward.

(k.) You must not do or allow any work on the Vehicle without our permission.

(l.) You will pay directly or reimburse us for any fines or penalties imposed as a result of the use of the Vehicle and reimburse us any reasonable administration costs of responding to the police or other authorities regarding those fines or penalties.

7. YOUR RESPONSIBILITY FOR RETURNING THE VEHICLE:

(a.) You must return the Vehicle to the Agreed Return Location by the Agreed Return Date/Time or at once if this Agreement is

terminated beforehand. If You do not do so we may take back the Vehicle wherever it may be at Your expense.

(b.) If You fail to return the Vehicle to the Agreed Return Location You will pay for the cost of collection.

(c.) If the Vehicle needs more than our standard valeting, then You will pay the extra cost.

(d.) Your responsibility for the Vehicle continues until the keys have been handed to one of our employees. If You return the Vehicle to or near to the Agreed Return Location when it is closed, Your responsibility for the Vehicle only ends when the location is open again as long as the keys have also been left in a secure place there and in accordance with any "out of hours" instructions for that location handed to You.

(e.) If the Vehicle is not returned on time we will report to the police that it is no longer in Your possession with our consent.

8. INSURANCE AND WAIVERS:

(a.) By law You **must** be insured for third-party liability for death, bodily injury and property damage while You are renting the Vehicle. You will automatically be insured for those risks (with unlimited cover for third party liability for death or bodily injury and cover up to one million dollars for third-party property damage as required by statute) under the policy held by us (subject to the terms and conditions of that policy) unless:

(i.) with our written agreement You arrange Your own insurance; or

(ii.) the gross weight of the Vehicle exceeds 20 tons (in which case, You must arrange Your own insurance).

(b.) Where we provide automatic third-party liability insurance, You agree to be bound by the terms and conditions of the policy held by us, a copy of which is available for inspection at the commencement of the rental on request. Please also see Paragraphs 8(o) to (q) of this Agreement.

Renter's own insurance

(c.) If we agree with You in writing and You sign the box marked Renter's Own Insurance on the Enrollment Form, You will arrange Your own insurance of the Vehicle prior to the commencement of the Rental. This must be with insurers approved by us on a comprehensive basis without excess.

(d.) In the event of loss of the Vehicle or damage to it You will allow us to make a claim on Your insurance in Your name.

We shall use the proceeds of the claim to satisfy Your obligations.

(e.) Please note that under the terms of this Agreement You remain liable to us for any Losses, which are not covered by Your insurance.

Collision Damage Waiver ("CDW")

(f.) If You choose not to accept **Collision Damage Waiver** You will be liable for any and all Losses described in Clause 5(b) and (c) of this Agreement.

(g.) If You accept **Collision Damage Waiver** by initialing beside the letters "CDW" on the Enrollment Form, then unless You also accept **Super Collision Damage Waiver**, Your liability and that of any Additional Driver in respect of any such Losses will be limited to the Waiver Excess specified in the Enrollment Form.

(h.) If You accept Super Collision Damage Waiver by initialing beside the letters "SDW" on the Enrollment Form You and any Additional Driver will be relieved of all liability in respect of any such Losses.

(i.) Please note that neither Collision Damage Waiver nor Super Collision Damage Waiver will relieve You of Your liability in respect of damage to the Vehicle:

(i.) if the Vehicle is a commercial Vehicle and the damage is

caused by its striking an overhead obstruction;

(ii.) if the Driver was driving dangerously or using the Vehicle whilst unfit through drink or drugs or with a blood alcohol level in excess of that permitted by law;

(iii.) if the damage arose wholly or partly as a result of Your failure to comply with any of Your responsibilities under this Agreement.

Theft Loss Waiver ("TLW")

(j.) If You choose not to accept **Theft Loss Waiver** and the Vehicle is stolen or unlawfully taken or You are unable to return the Vehicle at the end of the rental You will pay us the amount of Renter's Financial Responsibility. In addition, You will pay us for other Losses we sustain including those described in Paragraph 5(c) of this Agreement.

(k.) If You accept **Theft Loss Waiver** by initialing the box marked "TLW" on the Enrollment Form Your liability in respect of theft and the other matters just described will be limited to the Waiver Excess.

(l.) Please note that **Theft Loss Waiver** will not apply if the loss of the Vehicle arose as a result of Your failure to comply with any of the use restrictions in Clause 6 of this Agreement.

Personal Accident and Personal Effects Insurance ("PAPE") and Goods in Transit Insurance ("GIT")

(m.) If You accept **Personal Accident and Personal Effects Insurance or Goods in Transit Insurance** by initialing against the letters "PAPE" or "GIT" on the Enrollment Form You and Your passengers will be provided with cover under the terms and conditions of the policy supplied by the insurance carrier named in the **Insurance Leaflet** handed to You at the time of the Vehicle rental. **The amounts insured are set out in the Insurance Leaflet.**

(n.) If You accept the offer of either Personal Accident and Personal Effects Insurance or Goods in Transit Insurance please note that:

(i.) we are only the agents for the insurance company mentioned in the **Insurance Leaflet** handed to You for the purpose of the sale of these products;

(ii.) You agree to be bound by the terms and conditions of each relevant insurance policy, copies of which are available for inspection upon request;

(iii.) the information about insurances set out in this document identifies only the general nature and terms of each insurance and Your responsibilities in respect of it.

Your insurance obligations:

(o.) In addition to Your other obligations You **must** comply with the provisions of the relevant insurance policies (including our policy for third-party liability or Your own insurance policy, if You arrange Your own insurance). For the avoidance of doubt, any failure to do so will constitute a failure to comply with Your responsibilities under this Agreement.

(p.) Also, You must not use the Vehicle for any purpose or in any circumstances prohibited by this Agreement. If You do, You will not be covered by the relevant insurance policy except in so far as is required by law, and, even then, You will be required to repay to the insurers all sums paid by them that they would not have had to pay but for the provisions of that law.

(q.) You must not do anything else or allow anything else to be done which could lead to any relevant policy being avoided.

9. WHAT YOU MUST DO IF VEHICLE IS STOLEN OR INVOLVED IN AN ACCIDENT:

If the Vehicle or insured contents are stolen or unlawfully taken or involved in an accident You must:

(a.) give us and the Insurers full details at once and then confirm

that notification in writing within 24 hours. (If You are injured and prevented from reporting the accident in this way, You must do so within a reasonable time);

(b.) ensure that the Driver completes and delivers to us an accident report form for delivery to the Insurers within 28 days of the accident;

(c.) make no admission of liability to anybody;

(d.) obtain names and addresses of all witnesses and give them to us;

(e.) inform the police of any theft or unlawful taking;

(f.) send us at once any letters from any third party and any writ, summons or other document relating to court proceedings; and

(g.) help us and the Insurers in dealing with the court proceedings. This includes allowing legal actions to be taken in Your name and defending any proceedings taken against You.

10. PAYMENT:

(a.) We may require You to pay a deposit before taking the Vehicle. We may use that deposit later to settle any sum due from You.

(b.) At the end of the rental period You will pay us the total rental and other sums including insurance premiums. Please note:

(i.) the charges will be calculated in accordance with rates agreed before You take the Vehicle;

(ii.) VAT and Insurance Premium Tax (if You take out insurance through us) will be charged at rates applicable at the date of invoice; and

(iii.) rental charges based on mileage will be based on the mileometer fitted to the Vehicle. It will be read and recorded at the beginning and end of the rental period.

If we think there has been a malfunction we may make a reasonable estimate of mileage.

(c.) You will remain responsible for the sum due until it is paid by any third party who may have agreed to make payment.

(d.) You authorize us to process all amounts due to us under this Agreement on Your credit card the details of which are set out on the Enrollment Form (including re-fuelling charges and any other sum that You may be liable to pay to us under this Agreement).

11. RE-FUELLING CHARGES (A OR B APPLIES):

(a.) You must return the Vehicle with no less fuel in it than when the rental period began. If You do not do so, You must pay:

(i.) a re-fuelling service charge based on the rates charged at the renting location; and

(ii.) a charge for the amount required to top-up the fuel to the amount when the rental period began.

(b.) If You purchase fuel from us at the beginning of the rental period the charge will be specified. No credit will be given for unused fuel or for fuel in excess of that initially provided by us.

12. YOUR LIABILITY FOR ROAD TRAFFIC AND PARKING OFFENCES AND CHARGES:

You will be liable as if You were the owner of the Vehicle for:

(a.) any fixed penalty offence committed in respect of the Vehicle under the Traffic Acts during the rental period; and

(b.) any excess parking charge incurred in respect of the Vehicle during that period by virtue of an order under section 45 or 46 of the Road Traffic Regulation Act 1984.

13. MEANINGS:

(a.) In this Agreement, "You" are the Renter (and "Your" is to be read accordingly). If You and the Driver are not the same person

then:

(i.) You remain responsible for any breach of this Agreement by the Driver;

(ii.) the Driver is also responsible for complying with this Agreement as if he were You; "Date Out, Time Out and Agreed Return Date/Time" mean respectively the date and time when the rental commences and the date and time specified in the reservation. "Driver" is the person whose name appears on a separate rental agreement as the Driver and any Additional Driver so named. Only the Driver may drive the Vehicle unless we allow in writing an Additional Driver;

"Losses" includes all losses, physical damage, liabilities, damages, fees, costs and expenses (including legal fees and costs);

"Statute" includes an instrument made under any Statute;

"The Traffic Acts" has the same meaning as in the Road Traffic Act 1988; "The Vehicle" includes any replacement and all the equipment, accessories, tools, documents and the spare tire; "We" are B.T.I. (UK) PLC.

(b.) References in this Agreement to Statute (however described) are references to that Statute as amended and includes a reference to it as extended or applied, by or under any other enactment, including any other provision of that Statute.

14. DATA PROTECTION:

Data recorded in relation to this Agreement:

(a.) may be used and disclosed by us in order to identify other products or services that might be relevant to You and for statistical analysis (including credit scoring);

(b.) may be disclosed by us to any debt collection, credit reference, vehicle recording or other relevant body, in the event that You are in breach of this Agreement; and

(c.) may be disclosed by us to the British Vehicle Rental and Leasing Association ("BVLRA") for use by any of its members for the purposes for which BVLRA is registered under the Data Protection Act 1984.

15. COURT PROCEEDINGS:

Any court proceedings in relation to a Vehicle rental under this Agreement shall be conducted in the United Kingdom or the country of the member state of the European Union in which You are domiciled.

Effective date of the Global Rental Agreement is March 1, 2000.

For updated information visit www.budget.com

Last updated October 20, 2003

BU-002