**Budget Fastbreak Australia and New Zealand Terms and Conditions** 



Clause	Pa	ge
1	DEFINITIONS	. 1
2	THESE TERMS	.2
3	INFORMATION ABOUT US AND HOW TO CONTACT US	.2
4	MEMBERSHIP	3
5	KEEPING YOUR DETAILS UP TO DATE	3
6	TERMS OF USE	
7	BUDGET FASTBREAK TERMS	.5
8	RENTAL TERMS	4
9	OUR RIGHTS TO MAKE CHANGES	.6
10	YOUR RIGHTS TO END YOUR MEMBERSHIP	.6
11	OUR RIGHTS TO END YOUR MEMBERSHIP	6
12	CONSEQUENCES OF TERMINATION	6
13	OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU	.7
14	HOW WE MAY USE YOUR PERSONAL INFORMATION	.7
15	OTHER IMPORTANT TERMS	.8

# CONTENTS

# Schedule

1	BUDGET FASTBREAK TIER	9
2	COUNTRY SPECIFIC BUDGET FASTBREAK RENTAL AGREEMENT TERMS	10
3	COUNTRY SPECIFIC CONTACT DETAILS	11



## **Budget Fastbreak Terms and Conditions**

## 1. **DEFINITIONS**

- 1.1 In these terms and conditions, the following definitions apply:
- 1.1.1 "Budget" means, as the context requires, the relevant Budget group company to whom you submitted your Membership Form as set out in clause 3.1 below.
- 1.1.2 **"Budget Fastbreak**" means the Budget Fastbreak loyalty program which provides renters with priority and a more efficient rental experience.
- 1.1.3 "**Budget Fastbreak Rental Agreement**" means a separate contract between you and a Budget Provider for the rental of a Vehicle, which incorporates the Terms and Conditions, and if you are renting in Australia, New Zealand, Canada, Greece, Republic of Ireland, South Africa, Turkey, or USA, the relevant terms and conditions set out in **Schedule 2**.
- 1.1.4 **"Budget Fastbreak Terms and Conditions**" means these terms and conditions which are applicable to your participation in Budget Fastbreak (to the extent that you have opted to participate).
- 1.1.5 **"Budget Provider**" means the company operating the Budget Rent A Car System in the location in which you take possession of a Vehicle.
- 1.1.6 "**Customer Profile**" means your general information and preferences relating to matters such as vehicle type, excess reduction, invoicing or method of payment and data protection that you entered on the Membership Form, as updated from time to time by notice to Budget via Budget's website or otherwise.
- 1.1.7 "**Member**", "**you**" or "**your**": means the person whose name was entered in the Membership Form.
- 1.1.8 "**Membership**" means membership of Budget Fastbreak.
- 1.1.9 **"Membership Form**" means the application form that you filled out in order to apply for Membership.
- 1.1.10 **"Membership Number**" means the customer number provided by Budget to you upon Budget's acceptance of your application for Membership.
- 1.1.11 **"Rental Terms and Conditions**" means the Booking Conditions, General Conditions of Rental and Rental Agreement Terms and Conditions applicable to the rental of a Vehicle in the country in which the Budget Provider gives you possession of the Vehicle, which will be available to you for Australia at <u>https://www.budget.com.au/content/dam/budget/oc/au/common/files/terms</u> <u>and conditions.pdf</u>

and for New Zealand https://www.budget.co.nz/en/terms-and-conditions

- 1.1.12 "**Reward**" means a voucher or certificate issued by Budget or a Budget Provider, at their sole discretion and where applicable, to recognise a customer's loyalty under Budget Fastbreak.
- 1.1.13 **"Terms and Conditions**" means the Budget Fastbreak Terms and Conditions, including all Rental Terms and Conditions.



- 1.1.14 "**Tier**" means Budget Fastbreak (as defined in **Schedule 1**).
- 1.1.15 "Vehicle" means any vehicle to which a Budget Provider grants you possession for the purposes of rental, even if such vehicle is different to that selected by you during booking or as part of your general preferences selected on your Customer Profile.
- 1.1.16 **"Year**" means the period of twelve months from the date of commencement of Membership and each twelve month period thereafter.
- 1.1.17 References to "**writing**" or "**written**" in these terms and conditions includes emails.

### 2. **THESE TERMS**

- 2.1 **What these terms cover**. These are the terms and conditions which are applicable to your participation in Budget Fastbreak (to the extent that you have opted to participate). These terms and conditions are applicable as of the date of your agreeing these terms and conditions.
- 2.2 **Why you should read them**. Please read these terms and conditions carefully before you join Budget Fastbreak. These terms and conditions tell you who we are, how to apply for Membership, the benefits of your Membership, how you and we may change or end your Membership, what to do if there is a problem and other important information.
- 2.3 **Effect of these terms.** By agreeing to these terms and conditions, using your Membership Number to make reservations for the rental of a Vehicle, you agree that the Terms and Conditions (as amended from time to time) will apply to your Membership and to all Budget Fastbreak Rental Agreements.
- 2.4 Each time you rent a Vehicle through your Membership, the Budget Provider and you will automatically enter into a Budget Fastbreak Rental Agreement, which will incorporate the Terms and Conditions. The Terms and Conditions that will apply will be the relevant Terms and Conditions applicable at the time in respect of the country in which the Budget Provider gives you possession of the Vehicle.
- 2.5 You will indicate your acceptance of the Terms and Conditions for each Budget Fastbreak Rental Agreement by accepting the keys for the Vehicle at the rental station of the Budget Provider.
- 2.6 Each time you book or commence (by taking possession of the Vehicle) the rental of a Vehicle using your Membership Number, the relevant Budget Group Member or the Budget Provider (as applicable) will automatically link those details to the relevant Rental Terms and Conditions. The relevant Rental Terms and Conditions will be deemed to incorporate automatically the then current Budget Fastbreak Australia and New Zealand Terms and Conditions (meaning the terms and conditions set out in this document) at the time of booking and again at the time of commencement of the rental. The Rental Terms and Conditions and the incorporated Budget Fastbreak Australia and New Zealand Terms and Conditions together are referred to as an "Budget Fastbreak Rental Agreement". By accepting the keys for the Vehicle when commencing your rental provides you acknowledge this automatic incorporation.

# 3. **INFORMATION ABOUT US AND HOW TO CONTACT US**

3.1 **Who we are** Budget Rent A Car Australia Pty Limited ABN [] which is a subsidiary of Avis Rent A Car System, LLC.



Budget New Zealand is registered as Budget Rent A Car Limited under company number [] which is a subsidiary of Avis Rent A Car System LLC.

- 3.2 **How to contact us**. You can contact us by telephoning or by writing to our customer service team as provided in **Schedule 3** or at the address set out in **clause 3.1** above.
- 3.3 **How we may contact you**. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us on your Membership Form and/or when setting up your online profile for Budget Fastbreak.

#### 4. **MEMBERSHIP**

- 4.1 You must be an individual who is at least 21 years of age to apply for Membership.
- 4.2 In order to apply for Membership you must complete the Membership Form and submit it to Budget as directed by Budget at the relevant time.
- 4.3 You must provide your full name, residential/physical address and email address for correspondence on your Membership Form. The preferred postal mailing address determines the applicability of any local rules or restrictions and eligibility for local promotions.
- 4.4 Budget reserves the right not to enrol individuals with resident addresses in certain countries and/or regions, which are subject to change. Budget will give reasonable advance notice where the removal of a country and/or region will affect your Membership. Up to date information on countries and/or regions which are open to Membership is available on the Budget website.
- 4.5 Your Membership will commence upon acceptance by Budget of your application which will be confirmed by Budget at the relevant time. Membership is offered at Budget's discretion and Budget may refuse Membership to any applicant.
- 4.6 If your application for Membership is accepted, you will be given a Membership Number.
- 4.7 You may only maintain one Budget Fastbreak profile unless authorised by Budget and in the event of duplication, Budget reserves the right to cancel any of your duplicated Budget Fastbreak profiles and/or Memberships (other than the profile which relates to the first Membership application approved by Budget).

#### 5. **KEEPING YOUR DETAILS UP TO DATE**

- Each time you rent a Vehicle through your Membership you represent and 5.1 warrant that the information provided on your 'Customer Profile' as shown in online Budget Fastbreak profile which is accessible your via https://www.budget.com.au/en/loyalty-profile/fastbreak/login or https://www.budget.co.nz/en/loyalty-profile/fastbreak/login is true, accurate and complete, and you will notify Budget of any changes to any of that information, including any changes relating to your driving licence, credit or payment card details.
- 5.2 You may notify Budget of any changes to the information in your Customer Profile by updating your Customer Profile in your online Budget Fastbreak profile or by contacting Budget. If any such details change prior to or during the rental of Vehicle through your Membership, you must advise the Budget Provider of such changes immediately.



- 5.3 Each time you enter into a Budget Fastbreak Rental Agreement, you are deemed to certify that you hold a full, current and valid driving licence that is appropriate for the vehicle being rented and are legally entitled to drive in the country of rental.
- 5.4 If at any time any information provided by you is not true, accurate or complete in any material respect the Budget Provider may immediately terminate any Budget Fastbreak Rental Agreement with or without notice and inform you of that by contacting you using the contact information provided in your Customer Profile. In these circumstances, you will be responsible for any loss, liability, costs and/or expenses which may be incurred or suffered by the Budget Provider as a result of your failure to maintain the truth, accuracy or completeness of such information.

# 6. TERMS OF USE

- 6.1 Only the person named on the Membership may use it or quote the Membership Number unless that person provides express permission to book on their behalf. Membership is not transferable to any other person in any circumstances.
- 6.2 You may be requested to produce the Membership Number at any time at the request of Budget. You should add your Membership Number to all bookings at the time of booking, or prior to arriving at the relevant rental station.
- 6.3 You agree to keep safe and secure your Membership Number and the password to your online Budget Fastbreak profile.
- 6.4 You are prohibited from giving, lending or selling your Membership, Membership Number to any other person including other members, allowing other persons including other members to drive any Vehicle whilst it is on rental by you, allowing other persons including other members access to and/or use of your Membership, Membership Number and/or your online Budget Fastbreak profile, and/or otherwise allowing any other person including other members to benefit from the use of your Membership, Membership Number and/or your online Budget Fastbreak profile, except where such persons have been added to your Budget Fastbreak Rental Agreement as an additional driver by Budget. You will procure the Budget Fastbreak compliance of any such additional drivers with the Budget Fastbreak Rental Agreement and you will at all times be responsible for any acts and/or omissions of any additional drivers.
- 6.5 Any unauthorised use of your Membership, Membership Number your online Budget Fastbreak profile and/or any Vehicle which you have reserved pursuant to your Membership must be immediately reported to DPO@abg.com.au Failure to comply with **clauses 6.4** and **6.5** may result in termination of your Membership, may void any applicable excess reduction coverage, and you may be subject to liability for any losses, liabilities and damages arising as a result of the unauthorised use of your Membership, Membership Number, your online Budget Fastbreak profile and/or any Vehicle which you have reserved pursuant to your Membership. Additionally, you will bear the applicable fees and costs of any Vehicle use and for any damage that results from such use and/or breach of **clauses 6.4** and **6.5**.
- 6.6 Budget and/or the Budget Provider is the owner of any item it provides to you or puts at your disposal during your Membership, including specifically and without limitation all Vehicles. Your use of and rights in relation to any Vehicle provided by Budget and/or the Budget Provider are limited to those rights of use stated in the Terms and Conditions and the applicable Budget Fastbreak Rental Agreement.



## 7. BUDGET FASTBREAK TERMS

Tier

7.1 Budget Fastbreak comprises of one Tier (Budget Fastbreak). The rewards and benefits associated with the Tier is explained in more detail in **Schedule 1**.

### 8. **RENTAL TERMS**

#### Terms that apply to each rental

8.1 The terms and conditions of each Budget Fastbreak Rental Agreement will incorporate (as applicable):

(in the following order of priority):

- 8.1.1 if you are renting in Australia, New Zealand, Canada, Greece, Republic of Ireland, South Africa, Turkey, or USA, the relevant terms and conditions referred to in **Schedule 2**;
- 8.1.2 the Terms and Conditions applicable at the time of your reservation in respect of the country in which the Budget Provider gives you possession of the Vehicle;
- 8.1.3 the preferences you select whilst making your booking; and
- 8.1.4 any additional terms and conditions agreed by the Budget Provider and you in relation to the purchase of additional products and services before or during the Budget Fastbreak rental, or on return of the Vehicle.
- 8.2 Budget will use reasonable endeavours to respect preferences that you selected when providing or updating your Customer Profile when fulfilling your Vehicle rental bookings but cannot guarantee that your preferences will always be available. Budget is not liable if your preferences are not available.
- 8.3 Once your Membership is confirmed by Budget you will be entitled to download and use the Budget App ("**App**") to make and manage your bookings. The App will be made available for you to use on and subject to the Mobile Application End User Terms as updated from time to time ("**App Terms**").
- 8.4 The App Terms currently in force are in the App. Budget will give you notice of any change to the App Terms by notifying you of a change when you next start the App. The updated terms or changes may be displayed on the screen of your Device and you may be required to read and accept them to continue your use of the App.

### Picking up the Vehicle

- 8.5 At the commencement of each rental you will be required to show your full, current and valid driving licence that is appropriate for the Vehicle being rented to an employee of the Budget Provider prior to leaving the rental premises with the Vehicle. In the event that you are unable to comply with this requirement, no rental shall take place and no Budget Fastbreak Rental Agreement shall be entered into.
- 8.6 In some Budget locations there may be regulatory requirements that require a separate rental agreement to be signed for each rental. If you sign a local rental agreement, only the terms and conditions of that local rental agreement will apply to that rental.

#### Price and Payment



- 8.7 You or your company (if renting for business purposes) will be personally responsible for paying all charges, costs, losses and damages associated with your rental of a Vehicle and/or any other equipment or accessories to the relevant Budget Provider in accordance with the terms of the Budget Fastbreak Rental Agreement.
- 8.8 You acknowledge that although you may not be required to physically sign or accept a new Budget Fastbreak Rental Agreement each time you rent a Vehicle you will be bound by the Budget Fastbreak Rental Agreement in respect of your use of the Vehicle in the country of rental (including but not limited to being responsible for all traffic penalties and parking charges incurred during the rental). You therefore understand and accept that a prosecuting authority may transfer responsibility for such penalties and charges to you where Budget presents a Budget Fastbreak Rental Agreement in your name.
- 8.9 Your acceptance of these terms and conditions, use of your Membership Number to make reservations for the rental of a Vehicle constitutes authority for the relevant Budget Provider to calculate and debit the total charges associated with your rental of a Vehicle under each Budget Fastbreak Rental Agreement against your Budget Fastbreak profile with the specified card issuing organisation, on completion of the rental.
- 8.10 If you have chosen to pay in a currency other than that used by Budget or the Budget Provider when the quote for your reservation was prepared, the exchange rate used is based on

for rentals of Vehicles in:

- 8.10.1 Australia the Citibank wholesale rate plus 4%; or
- 8.10.2 New Zealand the Reserve Bank of New Zealand base rate,

at the time (depending on Member location), with this currency conversion service being provided by Budget or the relevant Budget Provider.

# **Connected Cars**

- 8.11 Budget and Budget Providers offer a range of vehicles for rental which have been manufactured or which may have been modified with an on-board device so as to be connected to the internet and to collect and provide certain categories of information (including your personal information) to us and to the manufacturer of the vehicle and/or on-board device (and relevant third party service providers) (a "**Connected Car**").
- 8.12 The use of data collected via a Connected Car and/or on-board device is primarily to ensure the Connected Car is in safe working order and to assist us in making the car rental process more efficient and less time consuming for you.
- 8.13 Our Privacy Policy for the rental of a Vehicle is incorporated by reference into these Budget Fastbreak Australia and New Zealand Terms and Conditions shown at:

Australia <u>https://www.budget.com.au/en/privacy</u> New Zealand<u>: https://www.budget.co.nz/en/privacy-policy</u> as amended from time to time by Budget.



# 9. OUR RIGHTS TO MAKE CHANGES

- 9.1 When these Budget Fastbreak Australia and New Zealand Terms and Conditions are effective and when they may change. Each Budget group company reserves the right at any time in its sole discretion to make any changes (whether material or otherwise) to these Budget Fastbreak Australia and New Zealand Terms and Conditions or the Rewards or benefits offered at any time including:
  - 9.1.1 changes to:

9.1.1.1 partner earning and redeeming rates, cancellation, expiry and eligible Vehicle rentals;

9.1.1.2 Rewards or benefits, including the continued availability of Rewards or benefits;

9.1.1.3 Rewards or benefits restrictions or conditions;

9.1.1.4 Tier status, requirements, restrictions, conditions or benefits; or

9.1.2 Changes to the partners or the products and services offered by any of them; or

9.1.3 Changes to any Budget group company products, services or loyalty program.

Budget will use best efforts to advise Members of material changes to these Budget Fastbreak Australia and New Zealand Terms and Conditions including where such changes will materially reduce or limit Rewards or benefits to vary the Budget Fastbreak loyalty program or other offers or arrangements including imposing additional requirements and restrictions related to Budget Fastbreak. Without limiting this clause in any way, Members will be taken to have received notice of such changes if any Budget group company informs Members of the change by:

9.1.3.1 for Members living in Australia or New Zealand, providing notice at the email address provided to Budget by the Member in its Customer Profile or, if no valid email address is held by Budget, by posting details of the changes on the Budget website or in the Budget App;

9.1.3.2 for Members resident outside Australia or New Zealand, posting details of the changes on the Budget website or in the Budget App.

You are deemed to consent to such changes if you continue to use your Membership, Membership Number (including when making reservations and you are deemed to have accepted the variation in respect of all Budget Fastbreak Rental Agreements entered into) after such changes have been communicated to you in these ways.

### 10. YOUR RIGHTS TO END YOUR MEMBERSHIP

You may terminate your Membership at any time by contacting our Database team on: **1800 150 278** in Australia or **0800 200 073** in New Zealand, stating that you no longer



wish to be a Member and (if applicable). Any such termination will result in a loss of all benefits associated with Budget Fastbreak and does not relieve you of any continuing obligations under these terms and conditions.

# 11. OUR RIGHTS TO END YOUR MEMBERSHIP

- 11.1 In addition to any other rights or remedies that may be available to Budget, Budget reserves the right at any time in its absolute discretion to terminate your Membership immediately or make a booking using your Membership Number if you materially breach these Budget Fastbreak Australia and New Zealand Terms and Conditions (and do not remedy such breach within 10 days after we notify you of such breach or such breach is irremediable) or you have committed fraud, misconduct, are given a driving ban or if you withdraw your consent under **clause 14.6** or the email address that you have provided is no longer active and you failed to notify Budget or any Budget group company, and in such cases Budget will provide written notice to you giving reasons for why your Membership is being terminated.
- 11.2 Budget may terminate your Membership without notice if you have not used Budget Fastbreak for a consecutive period of at least 24 months.
- 11.3 Budget may terminate Budget Fastbreak at any time but will use its reasonable endeavours to give you at least six (6) months' written notice. You acknowledge that at the end of the period of notice your right to use Budget Fastbreak, Membership Number and online Budget Fastbreak profile will cease.

### 12. CONSEQUENCES OF TERMINATION

- 12.1 Any accumulated rental related revenue that is logged on your Budget Fastbreak profile will be zeroed on termination of your Membership howsoever arising.
- 12.2 Any Rewards issued prior to the effective date of termination shall continue to be valid in accordance with their terms and conditions except where such Rewards are contingent on membership of Budget Fastbreak.
- 12.3 Any bookings which you have made under your Budget Fastbreak profile prior to the effective date of termination shall continue to be valid in accordance with these terms and conditions.
- 12.4 Any booking which you make on or after the effective date of termination shall not have the benefit of Budget Fastbreak and shall be made on and subject to the Rental Terms and Conditions in force at the time of your booking.

# 13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 13.1 Nothing in these Budget Fastbreak Australia and New Zealand Terms and Conditions excludes or limits in any way Budget's liability where it would be unlawful to or excludes any terms, conditions or warranties which are implied under applicable law into contracts for the supply of goods or services which cannot be excluded under applicable law (including:
- 13.1.1 any statutory guarantees which are implied under the Australian Competition and Consumer Act 2010 (Cth) in respect of Australian consumers; or
- 13.1.2 any consumer guarantees which are implied under the Consumer Guarantees Act 1993 (New Zealand) in respect of New Zealand consumers,



which require us to provide you with services with due care and skill goods and which are reasonably fit for their purpose).

- 13.2 As only individuals are eligible for Membership to Budget Fastbreak, subject to clause 13.1, to the maximum extent permitted by applicable law Budget group companies and Budget providers are not liable for any losses incurred by any company or businesses arising from Membership or use of Membership for commercial, business or resale purposes.
- 13.3 Subject to clause 13.1, to the maximum extent permitted by applicable law Budget group companies and Budget providers are not liable for any loss or claim of any kind (including, without limitation, consequential or economic loss, loss of profits, loss of business, business interruption, or loss of business opportunity) arising under or in connection with these Budget Fastbreak Australia and New Zealand Terms and Conditions or Budget Fastbreak, including, without limitation, any changes to the Budget Fastbreak Australia and New Zealand Terms and Conditions or Budget Fastbreak, save to the extent that such loss or claim arises from the gross negligence or wilful misconduct of an Budget group company.

# 14. HOW WE MAY USE YOUR PERSONAL INFORMATION

14.1 Each Member acknowledges that Budget collects, uses and discloses information about the Member, in order for Budget to provide the Member with the Rewards and benefits and administer Budget Fastbreak and to undertake the activities further set out in this clause 14. The information about such use in this clause 14 should be read alongside the Privacy Policy available on the applicable Budget website or at:

### Australia: <u>https://www.budget.com.au/en/privacy</u>

### New Zealand: https://www.budget.co.nz/en/privacy-policy

which are incorporated into these Budget Fastbreak Australia and New Zealand Terms and Conditions.

- 14.2 If the Member does not provide all or any part of the requested information, the services provided to that Member by Budget, and the Rewards or benefits that the Member receives, may be affected.
- 14.3 **Marketing consent**: By becoming a Member, the Member provides their express consent to Budget:
- 14.3.1 sending the Member marketing communications including via direct mail, telephone, email, SMS, in-App notifications or other digital means, including:
  - 14.3.1.1 news and offers for Budget Fastbreak Members;
  - 14.3.1.2 offers, deals, news and updates from Budget and partners;
  - 14.3.1.3 Vehicle rental specials, news and updates;
  - 14.3.1.4 offers and competitions; and



- 14.3.1.5 Budget products including excess reduction, financial services, and activities and experiences;
- 14.3.2 Associating and combining data collected from third parties with the Member's personal information and using and disclosing that combined personal information to tailor the Member's experience and content, including third party content and otherwise in accordance with these Budget Fastbreak Australia and New Zealand Terms and Conditions.
- 14.4 A Member can opt out of receiving all or any of communications listed above:
- 14.4.1 for email and digital advertising by updating their email preferences in their Customer Profile;
- 14.4.2 for in-App notifications via App preferences; and
- 14.4.3 for SMS messages, by opting out directly from an SMS.
- 14.5 Opting out of these communications will impact Budget's ability to provide the Member with all the Rewards or Benefits that would otherwise be available to the Member as part of Membership.
- 14.6 The Budget Provider maintains a record of your personal information to assist in the operation of the Budget Provider's business. The Budget Provider operates as part of the Avis Rent A Car System and from time to time may share the information provided with other companies (located inside and outside Australia or New Zealand) within the system for transaction processing purposes.
- 14.7 The Budget Provider will maintain electronic records of all rental agreements and other transactions that you enter into with the Budget Provider.
- You have the right to access your personal information, to ask for its rectification and to object (at any time without cost) to the use of personal information for direct marketing purposes. Details on how to do any of these things are set out in Budget's Privacy Policy shown at:
   Australia: <a href="https://www.budget.com.au/en/privacy">https://www.budget.com.au/en/privacy</a>
   New Zealand: <a href="https://www.budget.com.zeen/privacy-policy">https://www.budget.com.au/en/privacy</a>
- 14.9 The Budget Provider may disclose your personal information if required by relevant legal authorities or for the purposes of debt collection.
- 14.10 Your personal information will be controlled primarily by Budget trading as Budget Rent A Car Australia Pty Limited and in New Zealand, Budget Rent A Car Limited, both are which subsidiaries of Avis Rent A Car System, LLC.

# 15. **OTHER IMPORTANT TERMS**

- 15.1 We may transfer our rights and obligations under these terms and conditions to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end your Membership within 30 days of us telling you about it.
- 15.2 These terms and conditions are between you and us. No other person shall have any rights to enforce any of these terms and conditions.



- 15.3 Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.4 If we do not insist immediately that you do anything you are required to do under these terms and conditions, or if we delay in taking steps against you in respect of you breaking these terms and conditions, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 15.5 **Governing law**: These Budget Fastbreak Australia and New Zealand Terms and Conditions and non-contractual obligations, disputes or claims arising out of or in connection with them are governed by and construed in accordance:
- 15.4.1 the laws of New South Wales, Australia, for all Budget Fastbreak Australia and New Zealand Terms and Conditions agreed with Members who are resident in Australia; and
- 15.4.2 The laws of New Zealand, for all Budget Fastbreak Australia and New Zealand Terms and Conditions agreed with Members who are resident in New Zealand.
- 15.5 **Jurisdiction**: The Parties irrevocably agree that the courts of:
- 15.5.1 New South Wales, Australia, in respect of Budget Fastbreak Australia and New Zealand Terms and Conditions agreed with Members who are resident in Australia; and
- 15.5.2 New Zealand, in respect of Budget Fastbreak Australia and New Zealand Terms and Conditions agreed with Members who are resident in New Zealand,

have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this document and that accordingly any proceedings shall be brought in such courts. The parties irrevocably submit to the jurisdiction of such courts and waive any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum.



# **SCHEDULE 1**

Budget Fastbreak Tier. The following benefits will be enabled in accordance with these Budget Fastbreak terms and conditions, as applicable.

Budget Fastbreak Loyalty Program Australia & New Zealand						
Tier	Benefits	Service	Recognition			
Fastbreak	<ul> <li>Free to join</li> <li>Free Additional Driver</li> <li>Easy invoice</li> <li>Fast reservations</li> <li>Fast returns</li> <li>Earn points (Qantas/Air NZ)</li> </ul>		Global			



# SCHEDULE 2

# **Country Specific Budget Fastbreak Rental Agreement Terms**

If you are renting in Australia, New Zealand, the Republic of Ireland, South Africa, Turkey, Greece, Canada or USA the relevant terms and conditions referred to below shall apply to your rental, as set out in clause 8.1.

# Australia:

https://www.budget.com.au/content/dam/budget/oc/au/common/files/terms\_and\_conditions.pdf

New Zealand: <u>https://www.budget.co.nz/en/terms-and-conditions</u>

Europe and United Kingdom: <u>https://www.budget.co.uk/TermsAndCondition</u>

Republic of Ireland: <u>https://www.budget.ie/terms/republic-of-ireland/</u>

South Africa: <u>https://www.budget.co.za/TermsAndCondition</u>

Turkey: https://www.budget.com.tr/arac-kiralama-bilgileri

Greece: <a href="https://www.budget.gr/en/TermsAndCondition">https://www.budget.gr/en/TermsAndCondition</a>

**USA and Canada:** <u>https://www.budget.com/content/dam/budget/na/us/common/pdf-files/BudgetFastbreaktnc.pdf</u>



# **SCHEDULE 3**

# **Country Specific Contact Details**

#### **Budget Australia**

Customer Services: 1800 141 000 197-201 Coward St, Mascot NSW 2020 marketing@budget.com.au

#### **Budget New Zealand**

Customer Services: 0800 800 511 Millennium 2, Building C, Level 3, 600 Great South Road, Ellerslie, Auckland, 1051, New Zealand marketing@budget.co.nz

