

From: [Darryl Essington Wilson](#)
To: [UCT Protections](#)
Subject: Enhancements to Unfair Contract Term Protections
Date: Friday, 13 March 2020 9:52:18 AM
Attachments: [image003.png](#)

My name is Darryl Essington-Wilson, in conjunction with my wife, Denise and our son Grant, I own a car rental business Gold Coast Family Car Rentals which we established in July 2001.

Our target customer groups are people from elsewhere who are holidaying on the Gold Coast, locals who have a temporary need for a replacement vehicle, or a larger vehicle because of visiting friends or relatives.

Our mission is to provide the best possible service and value to our customers.

Our rental fleet contains current model vehicles as well as recent models and older vehicles. We are very specific with vehicle descriptions in our website and in conversations; (e.g. Nissan Tiida ST Medium Automatic 4Dr, 5 Seat Sedan Yr2006/7 or Nissan Qashqai ST+ Midsize 2WD Automatic SUV Hatch with GPS Yr2019). Our customers can choose the cheapest or the latest models, whichever suits their budget and needs.

Value is enhanced by us providing child safety seating free of charge – our research shows that there are only another three of the 62 companies in the Gold Coast rental car market that provide free child seats, but only one of them has a full range of seats (as we do).



Our logo proclaims “Lowest Price – Guaranteed!” The fine print of this is shown on the home page of our website and is worded as follows:

*If you find another car hire company that offers you a comparable full service car rental package at a cheaper price – we will refund **twice** the difference, plus an extra \$50.*

This means that if a potential customer found a \$20 lower price on a comparable rental car package, we would reduce our price by \$90!

This pledge encourages me to monitor the detailed terms and conditions of all of the other 61 car rental companies operating in our area. Whilst the overall standard of rental terms and conditions has improved since UCT legislation came into force, there are still far too many businesses which publish patently unfair contract terms. I do a complete review every six months and would be happy to share my findings with you.

If you want me to, I can send you specific examples of what I consider to be the worst examples of unfair contract terms contained within the car rental contracts of all of the international companies operating in Australia and the national and local operators who make up the Gold Coast market.

The problem for consumers and small businesses with UCTs stems from **the seemingly unavoidable situation that they cannot buy anything online without declaring that they have read and agree to the terms and conditions**. This applies irrespective of the goods or services provider, even government departments. I believe that the unscrupulous operators rely on the affected customer saying “they got me, I didn’t read the terms

and conditions.”

The next hurdle for the customer to overcome is the need for a court determination. Only a committed zealot will go to court to mount a UCT complaint if the amount of money involved doesn't warrant the time taken, the cost of representation and the possibility of losing.

Consumers would be far better protected if they could lodge a UCT complaint to a relevant authority who could make a declaration that a UCT existed and require the seller to either appeal or remove the UCT and undertake not to use it against any person affected. I believe that such a process is the most effective way that consumers and small businesses can get practical protection from UCTs. The current system offers theoretical protection, but the need for individual court determinations means that unscrupulous businesses can apply UCTs without any sanction, provided they are doing so when the amount of money on any individual matter is relatively minor. My personal attitude is that I would not initiate a court action for any amount under \$5,000.

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