

# Terms and Conditions



**Cruisin Motorhomes Pty Ltd**

A.B.N 82 088 716 205

3 Runway Place, Cambridge, TAS 7170

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*Terms and Conditions Effective:*

**01 April 2021 – 31 March 2022 V1.0**

## **1 Agreement**

- 1.1 This is an Agreement between You and Cruisin to rent the Vehicle. You (including any Joint Renter and any Authorised Driver) are jointly and severally responsible for compliance with the terms of this Agreement.
- 1.2 This Agreement You have entered into with Cruisin comprises of the rental document for the hire of the vehicle (Rental Agreement), the Vehicle Condition Report, the Summary of Rental Conditions and these terms and conditions of the rental (Terms and Conditions). When Cruisin refer to the Agreement we mean the Rental Agreement, Vehicle Condition Report, Summary of Rental Conditions and the Terms and Conditions.
- 1.3 This Agreement is governed by the laws of the state of Tasmania. The parties submit to the non-exclusive jurisdiction of the courts of Tasmania in respect of any actions, claims, demands or suits arising out of or in respect of this Agreement.
- 1.4 This Agreement does not exclude, restrict or modify you of any provision, the exercise of any right, or the imposition of any liability under any statute (including the Competition and Consumer Act 2010 (Cth) or the Australian Consumer Law).

## **2 Terminating the agreement and repossessing the vehicle**

- 2.1 You Acknowledge that Cruisin may refuse any rental, terminate this Agreement and/or repossess the Vehicle (and for that purpose enter upon any premises and remove the Vehicle) at any time, without notification to You, and that You will pay the reasonable costs of repossessing the Vehicle, including towing charges if:
  - (a) If there has been a Substantial Breach of this Agreement;
  - (b) You have obtained the Vehicle through fraud or misrepresentation;
  - (c) The Vehicle appears to be abandoned;
  - (d) The Vehicle is not returned on the agreed return date or Cruisin reasonably believe that the Vehicle will not be returned on the agreed return date; or
  - (e) Cruisin, its employees or agents have concerns regarding the driver experience or ability.

## **3 Prohibited and Unauthorised Use of Vehicle**

- 3.1 Persons who must not drive the Vehicle:
  - (a) Anyone who is not identified in the Rental Agreement as either the renter or authorised driver;
  - (b) Anyone who does not have the licence required by law to drive the class of Vehicle hired;
  - (c) Anyone whose blood alcohol concentration or level of drugs exceeds the lawful percentage in the state or territory where the Vehicle is driven;
  - (d) Anyone who has given, or for whom You have given, a false name, age, address or driver's licence details;
  - (e) Anyone whose driver's licence has been cancelled or suspended within the last three years;
  - (f) Anyone who is a learner driver, a provisional or probationary licence holder or has not held a full driver's licence for any class of vehicle for at least two years;
  - (g) Anyone under 21 years of age or over 79 years of age; and
  - (h) Anyone who uses or intends to use the Vehicle for any illegal purpose.
- 3.2 Prohibited use of the Vehicle:
  - (a) In any area where applicable travel restrictions of clause 17 of this Agreement apply unless authorised by Cruisin in writing;
  - (b) For carrying passengers or property for hire or reward;
  - (c) For pushing or towing any Vehicle, trailer, boat or other object
  - (d) For carrying any greater load and/or more persons and/or for a purpose for which the Vehicle is not designed and constructed;
  - (e) For racing, pace making, reliability trials, speed trials, hill climbing or being tested in preparation for those activities;
  - (f) Driving the Vehicle in a dangerous, wilful or reckless manner
  - (g) For carrying illegal substances or product;
  - (h) For the purpose of transporting and haulage of goods other than what might be reasonably expected for a leisure rental;
  - (i) Driving the Vehicle in an unsafe or unroadworthy condition;
  - (j) For carrying passengers when You, any Joint Renter or Authorised Driver are not appropriately licensed;
  - (k) Drive at a speed in excess of a speed limit displayed in relation to the road that You are driving on and as posted by the relevant state or territory authority; or
  - (l) Carrying any animal in the Vehicle, excluding registered guide dogs.

## **4 Vehicle Conditions and Return**

- 4.1 You acknowledge that:
  - (a) The Vehicle was delivered to You in a clean and good operating condition and You agree to return the Vehicle in the same condition, except for ordinary wear and tear together with all tools, tyres, accessories and equipment to the Return Location on the Return Date and Time specified in the Rental Agreement;

- (b) The Vehicle is the sole property of Cruisin;
  - (c) You inspected the Vehicle at the commencement of the Rental and ascertained that it was in good operating condition and fit for the purpose for which You required it and that no representations about the Vehicle's condition were made to You by Cruisin, its employees or agents; and
  - (d) The only existing damage to the Vehicle at the commencement of this Agreement is that detailed on the Vehicle Condition Report. It is essential that all existing damage is noted by You on the Vehicle Condition Report. Any damage which had not been noted on the Vehicle Condition Report will constitute Loss or Damage which had occurred subsequent to the commencement of this Agreement for which You shall be charged.
- 4.2 Cruisin must be notified and it must agree to any extension of the rental period beyond that specified in the Rental Agreement prior to the return date for the Vehicle otherwise the Vehicle will be immediately reported to the police as stolen.
- 4.3 If You fail to return the Vehicle to the Return Location or return the Vehicle to a different location to the Return Location, you will be charged for all costs associated with transporting or towing the Vehicle to the Return Location plus a minimum relocation charge in accordance with clause 29.6 of this Agreement.
- 4.4 If You return the Vehicle after the Return Time without the permission of Cruisin, You will be charged for the late return in accordance with clause 29.7 of this Agreement.
- 4.5 If you attempt to return the Vehicle to the Return Location without the permission of Cruisin and it is not open for business at the time You return the Vehicle (as noted at the website [www.cruisinmotorhomes.com.au](http://www.cruisinmotorhomes.com.au)):
- (a) The Vehicle will be deemed to have been returned at the time when that Return Location next opens for business;
  - (b) The rental continues until that time; and
  - (c) You remain fully responsible for the Vehicle, unless other arrangements have been agreed to in writing by Cruisin. You will also be charged the late fee in accordance with clause 29.7 of this agreement.
- 4.6 The Vehicle must be returned with the amount of fuel equal to that at the time of the rental commencement. If the Vehicle is returned with less fuel the difference will be charged in accordance with clause 28.1 of this Agreement.
- 4.7 You must only use the fuel type specified by the manufacturer of the Vehicle.
- 4.8 Use of bio-diesel, ethanol or any organic hybrid fuel is strictly considered the wrong fuel type and constitutes as Substantial Breach of this Agreement. Any Loss or Damage to the Vehicle or any costs associated with the use of the wrong fuel, including contaminated fuel, are at Your sole expense.

## **5 Financial Obligations**

- 5.1 By entering into this Agreement You, any Joint Renter and any Authorised Driver, are each responsible for and agree irrevocably to pay Cruisin:
- (a) The rental charges specified in the Rental Agreement;
  - (b) All charges claimed from Cruisin for toll, parking and/or any other traffic fines, infringements or violations incurred during the rental period or until such later time as the Vehicle is returned to Cruisin and an additional administration fee of up to \$55 including GST per fine/infringement applies to cover the cost of processing; and
  - (c) All Loss or Damage to the Vehicle or third party vehicle/property arising from the use of the Vehicle by You, any Joint Renter or any Authorised Driver where:
    - i) Damage is caused by wilful misconduct or negligence or driving under the influence of alcohol or drugs;
    - ii) There is Overhead Damage or damage to the underbody of the Vehicle however caused – except where the Maximum Cover package has been purchased;
    - iii) Any loss or damage to personal belongings or property of You (or any person or entity related to You or any person as a passenger in the Vehicle);
    - iv) Replacing keys which have become damaged, lost, stolen, or retrieval of keys which have been locked in the Vehicle;
    - v) The Vehicle is total or partially immersed in any water, regardless of cause;
    - vi) There is failure to maintain all fluid and fuel levels of the Vehicle or a failure to immediately rectify or report to Cruisin any defect in the Vehicle of which You become or ought to have become aware;
    - vii) Any single Vehicle rollover (as described in clause 6) except where Maximum Cover Package has been purchased;
    - viii) The wrong fuel or contaminated fuel was used or where water was put in the fuel tank
    - ix) Fuel was put in the water tank;
    - x) You are charged by local authorities for being careless, showing gross negligence or wilfulness in failing to abide by the local road rules, resulting in Damage to the Vehicle or third party vehicle/property
    - xi) The interior of the Vehicle is damaged, regardless of cause except when there is a collision with another vehicle;
    - xii) Loss or Damage is caused to the Vehicle by snow chains;
    - xiii) Loss or Damage is caused to the awning of the Vehicle. A minimum fee of \$1,500 including GST will apply per awning damage;
    - xiv) Damage due to vehicle use in contravention of clause 3 prohibited and Unauthorised Use of Vehicle;
    - xv) Retrieving or recovering a Vehicle which may include, but is not limited to a Vehicle that has become bogged, submerged, caught, trapped, stuck or restricted in any way and/or has been abandoned;
    - xvi) Costs are incurred with the Vehicle running out of fuel; or
    - xvii) Costs are incurred with losing the fuel, oil or water caps and items in the convenience and/or camping kits;
    - xviii) Damage caused by drivers not identified on the Rental Agreement and/or drivers that have a licence that has been cancelled or suspended and/or drivers who have a licence that is classified as a learner or probationary licence; and/or
    - xix) The windscreen of the Vehicle is damaged or the tyres of the Vehicle are damaged other than by normal wear and tear, except where Maximum Cover Package has been purchased.

- 5.2 You, any Joint Renter and any Authorised Driver authorise Cruisin to debit the credit card/s provided at the Commencement of the Rental for any of the charges and for the Loss or Damage to the Vehicle and for which You, any Joint Renter or Authorised Driver are liable under clause 5.1 of this Agreement.
- 5.3 Cruisin' accepts Visa, Visa Debit, MasterCard and MasterCard Debit. A credit card surcharge fee will apply to all transactions. Specific rates are available at [www.cruisinmotorhomes.com.au/travel-information/payments/](http://www.cruisinmotorhomes.com.au/travel-information/payments/) . Eftpos may be used to pay for rental charges (not bonds). Cash will not be accepted under any circumstances.
- 5.4 If You have paid by credit card, or directed Cruisin to bill the charges to some other person, corporation, firm or organisation who or which fails to make payment when due, You will immediately pay the full amount due to Cruisin on demand. You irrevocably agree to authorise Cruisin to use the Credit card/s provided for payment of any amount due under this Agreement even if a signed credit card voucher has been returned.
- 6 Single Vehicle Rollovers**
- 6.1 Unless You have taken the Maximum Cover Package, If there is Loss or Damage to the Vehicle or damage to any third party property as a result of:
- (a) A Single Vehicle Rollover, You, or any Joint Renter and any Authorised Driver have no entitlement to the benefit of Cruisin' insurance under clause 20 of this Agreement and You are each responsible for and agree irrevocably to:
- (i) Pay Cruisin for Loss or Damage to the Vehicle;  
And
- (ii) Indemnify Cruisin for all third party loss.
- 7 Tyres/Windcreens**
- 7.1 Unless You have taken the Maximum Cover Package or Tyre and Windscreen cover, You will pay for the cost of repairing or replacing tyres or windcreens damaged during the rental period. Authorisation must be obtained from Cruisin before tyres or windcreens can be replaced. You are responsible for replacing damaged tyres (for example, but not limited to, blowouts, punctures, sidewall damage, tyre staking etc.) unless caused by normal wear.
- 8 Change of Vehicle**
- 8.1 Acting reasonable Cruisin may substitute an alternative Vehicle of the Vehicle booked without prior notification to You and at no extra cost to You in cases where the Vehicle is unavailable as a result of unforeseen circumstances, such as being involved in an accident or mechanical breakdown.
- 8.2 Substitution of an alternative Vehicle is not a breach of the Agreement and does not entitle You to a refund.
- 8.3 In the event of no alternative vehicle being available to You, our liability is limited to a refund of the hire charge.
- 9 Errors in Rental Charges**
- 9.1 Total charges as set out in the Rental Agreement are not final. You will pay any shortfall in charges to Cruisin and You will receive a refund for any overcharges made by Cruisin. Wherever possible, any amendment to charges will be notified to You at conclusion of rental, and You agree to payment of any such charges at that time.
- 10 Voluntary Downgrade**
- 10.1 If you decide to rent a Vehicle of a lesser class than the one booked You are not entitled to a refund.
- 11 Exchange Rate/Currency Fluctuations/Refunds**
- 11.1 Transactions under this Agreement are conducted in Australian Dollars.
- 11.2 Due to exchange rate fluctuations, in some instances there may be some variance between the amount initially debited against Your credit card and the amount refunded at the expiration of the rental period. Any such variation does not entitle You to a refund.
- 11.3 Refunds by credit card including bond refunds can take up to 14 working days and the time can vary depending on the Financial Institutions involved.
- 12 Cancellation Fees**
- 12.1 There is no refund for late pick up or early return of the Vehicle.
- 12.2 All other cancellation fees are outlined in the Summary of Rental Conditions.
- 12.3 We reserve the right to apply 'No Show' fee if You fail to notify Cruisin of Your intended cancellation prior to the date and time of the commencement of Your reservation.
- 13 Conditional Upon Payment**
- 13.1 Where applicable, You agree that provision of any rental Vehicle is conditional upon Cruisin being paid by the travel agent or travel wholesaler who arranged the Vehicle on your behalf. Cruisin reserve the right to collect payment from You in the event of a failure by the travel agent or travel wholesaler to pay for the rental.
- 14 Every 500 Kilometres**
- 14.1 The oil, fluids and coolant levels must be checked by You every 500 kilometres. You must add water to the cooling system and an appropriate Australian Society of Automotive Engineers rated oil for petrol or diesel powered vehicles (as applicable) to the engine if the indicator level is below minimum.
- 14.2 You agree to maintain the Vehicle in these conditions and acknowledge that any mechanical damage occasioned as a result of Your failure to maintain the Vehicle in accordance with this clause must be paid by You.
- 15 Mechanical Breakdowns and Repairs**
- 15.1 Any Mechanical problems associated with the Vehicle must be reported to Cruisin as soon as possible in order to give Cruisin the opportunity to rectify the problem during the rental period. Equipment failure must also be reported to Cruisin.
- 15.2 Subject to the rights and obligations arising under the ACL if Cruisin is not contacted or You do not allow Cruisin the opportunity to rectify the problem during the rental period You agree that the problem is of such minor nature that You make no claim for loss of time in respect of the rental period. You also agree that Cruisin is not responsible for any claims made by You after the return of the Vehicle.

- 15.3 You will be charged a fee equal to the cost of the roadside assistance where it is established that roadside assistance could have been avoided in cases such as keys being locked in the Vehicle, vehicle running out of fuel, flat batteries caused by lights having been left on and other such similar occurrences.
- 15.4 You must not arrange or undertake any repairs or salvage without Cruisin's authority except to the extent that repairs or salvages are necessary to prevent further loss or damage to the Vehicle or to other property. Any repair up to \$100 including GST needs no authorisation from Cruisin and all that is necessary for full reimbursement to You from Cruisin is a proper receipt for the amount of the repairs, provided that the repair is not as a result of a fault by You. If the repair is more than \$100 including GST then You must notify Cruisin and obtain Cruisin's consent before the repairs are carried out.
- 15.5 Subject to the rights and obligations arising under the ACL if the Vehicle cannot be driven as a result of a breakdown (provided that the breakdown is not as a result of your actions), Cruisin will only reimburse You for the time that the Vehicle was not available for use. The availability of a replacement Vehicle is not guaranteed and is subject to availability, Your location and remaining hire duration.
- 15.6 The failure of accessories such as air-conditioners, stove and grill, water pump, shower and toilet, refrigerators must be assessed by a branch or authorised repairer before any financial compensation or refund is considered.
- 15.7 Cruisin is not responsible for any accommodation charges, meals, change of itinerary or out of pocket expenses resulting from a breakdown of the Vehicle or as a result of any accident.
- 15.8 Cruisin is not responsible for any insect infestation such as but not limited to ants, flies, cockroaches, fleas, bedbugs and mosquitoes.  
Note: It can be difficult to carry out repairs during weekends and holiday periods and or in remote areas due to limited opening times and or spare parts.

**16 (Intentionally deleted)**

**17 Travel Restrictions**

- 17.1 Vehicles must not be used Off Road or on any Unsealed Road (being a road not sealed with hard material such as tar, bitumen or concrete). Off Road conditions include, but are not limited to, fire trails, beaches, sand, tracks, fields or paddocks. The only exception to this is reasonable use of access roads limited to a maximum of twelve (12) kilometres in length to recognised commercial campgrounds.
- 17.2 In the event of an accident or breakdown in an area outlined in clause 17.1 of this Agreement, it is Your full financial responsibility to pay any salvage, towing and/or recovery costs to the nearest Cruisin branch.
- 17.3 Cruisin reserves the right at its sole discretion to restrict Vehicle movements in certain areas for any reason including but not limited to adverse road or weather conditions.

**18 Seat Belts and Child Restraints**

- 18.1 You must comply with all mandatory seat belt laws and fines may be imposed on any driver or passenger who does not have a seat belt properly adjusted and fastened by the relevant authorities.
- 18.2 Cruisin gives no warranty as to the appropriateness, correctness or adequacy of any child restraints fitted in the Vehicle and You must comply with all child restraint laws.

**19 Accidents**

- 19.1 In the event of an Accident You must:
  - (a) Record the time, date and location of the Accident;
  - (b) Record the other parties full names, addresses, vehicle registrations, car types as well as any property damage in circumstances where the Accident did not involve another motor vehicle;
  - (c) Record the name of the other party's insurance company;
  - (d) Not accept liability or insist the other party is at fault;
  - (e) You must not let anyone work on the Vehicle or arrange or undertake any repairs to the Vehicle or towing or salvage of it unless Cruisin have given You Our prior authority;
  - (f) Notify the nearest police station within 24 hours of the accident;
  - (g) Fully complete and sign the Accident report Form (located in the Vehicle); and
  - (h) Notify Cruisin within 24 hours of the accident and send through the Accident Report Form.
- 19.2 In the event of an accident, the towing and retrieval of the Vehicle to the closest Cruisin branch is at Your expense up to the amount of Your Liability Reduction where it applies or the full amount where it does not apply. There is no refund for monies paid for the unused portion of the rental period. An administration fee of \$75 including GST per accident claim will apply.
- 19.3 In the event of an Accident in which there is Loss or Damage to the vehicle, the availability of a replacement Vehicle is not guaranteed and is subject to availability, Your location, Accident liability and remaining hire duration. Additional charges may be incurred.
- 19.4 If a replacement Vehicle is required as a result of an Accident:
  - (a) You are responsible for making Your own way to the nearest Cruisin Branch or pickup location at Your own cost;
  - (b) Cruisin may offer You the option of paying a Replacement vehicle Relocation Fee to send a driver to deliver the replacement vehicle to Your location;
  - (c) You must pay for any costs relating to delivery of a replacement Vehicle as a result of any vehicle Accident. This charge applies irrespective of any liability reduction option taken; and
  - (d) A new Bond (if applicable) will be required for the replacement Vehicle.

**20 Damage Liability Reduction**

- 20.1 Subject to this Agreement, You, any Joint Renter and any Authorised Driver will receive the benefit of Cruisin's insurance with its insurer for Loss or Damage of the Vehicle and damage to any third party property, except:
  - (a) Any property owned by You (or any friend, relative, associate or passenger); or
  - (b) Any property in Your physical or legal control, provided;
    - i) You have paid the minimum Liability Reduction set out in the Rental Agreement;
    - ii) There is no Loss or Damage to the Vehicle as a result of a Single Vehicle Rollover except where Maximum Cover Package has been purchased;

- iii) There has not been a Substantial breach or breach of sub clause 5.1(c) of this Agreement and You have not caused any other person to have acted in a manner which is a Substantial Breach or a breach of any sub clause 5.1(c) of this Agreement;
  - iv) You are not covered under any other policy of insurance; and
  - v) You have provided such information and assistance as may be requested by Cruisin' Claims Team and or its insurer.
- 20.2 If cover is extended to You by Cruisin' insurer:
- (a) You authorise Cruisin' insurer, at its sole discretion, to defend or settle any legal proceedings;
  - (b) Cruisin' insurer has the sole conduct of any proceedings;
- Any such proceedings shall be brought or defended in Your name or the name of the Joint Renter or Authorisation Driver; and You allow Cruisin to claim in Your name under any applicable substitute vehicle insurance, and do everything that may be required to assist Cruisin in making such a claim.
- 21 Damage Liability Exclusion**
- 21.1 If there is a Substantial breach or a breach of any part of sub clause 5.1(c) of this Agreement You, any Joint Renter and any Authorised Driver:
- (a) Are liable for:
    - (i) Loss or Damage to the Vehicle; and
    - (ii) All third party loss.
  - (b) Have no entitlement to the benefit of Cruisin's insurance under clause 20 of this Agreement, even if Reduction Option or Maximum Cover Package have been purchased and the Liability Reduction amount in clause 24.3 of this Agreement has been paid.
- 22 Property Damage**
- 22.1 You are responsible for and must pay up to the amount of the applicable Liability Reduction set out in the Rental Agreement for Loss or Damage to the vehicle and for damage to third party property. You will also pay an administration fee of \$75 including GST per claim.
- 22.2 You will remain responsible for the costs of demurrage for the period the Vehicle is unavailable due to repairs. Any demurrage recovered from any negligent third party will be refunded to You upon its recovery.
- 22.3 The Liability Reduction applies in respect of each claim, not per rental.
- 22.4 In the event of a claim, Cruisin may require that You pay a second bond equivalent to the applicable liability if You are continuing with the rental.
- 22.5 The Liability Reduction is applicable regardless of who is at fault and must be paid at the time the accident/incident is reported to Cruisin, not at the completion of the rental period.
- 22.6 You will be refunded the Liability Reduction upon a determination by the relevant insurance company that You were not at fault in relation to the damage.
- 22.7 Cruisin has no liability for personal belongings damaged, stolen or lost which are always Your responsibility. Cruisin recommends that You do not leave items of value in the Vehicle and that You take out Your own Personal Travel Insurance.
- 23 Personal injury**
- 23.1 Cruisin does not accept liability for personal injuries sustained during the rental period.
- 23.2 Person injury is covered in most cases through Third Party Insurance. Depending on the circumstances of the Accident, You may be entitled to claim for Your personal injury against the third party personal injury insurance of the party which is responsible for the Accident. However, we strongly recommend that all people travelling in Australian take out Personal Travel Insurance.
- 24 Liability Reduction**
- Standard Liability**
- 24.1 Cruisin' rental charge includes a Standard Liability Reduction of \$3,000 including GST for the GoCheap Hi Top, \$5,000 including GST for all other vehicles.
- 24.2 A bond of \$3,000 including GST for the GoCheap Hi Top, \$5,000 including GST for all other vehicles will be collected from You by Cruisin, debiting Your credit card at the time of You signing this Agreement. Payment of this bond is only accepted by credit card. Credit Card surcharge fees apply.
- 24.3 The Standard Liability Reduction can be reduced if You purchase one of the following Reduction Options:
- i) **Reduction Option**  
You will not have to pay a bond and will not be responsible for the cost of any Damage subject always to clause 5.1. You can purchase this option by paying Cruisin \$29 including GST per day for the GoCheap Hi Top, \$45 including GST per day for all other vehicles. The total liability option charge is limited to a maximum of 50 days or \$1,450 including GST for the GoCheap Hi Top, \$2,250 including GST for all other vehicles and a minimum payable per segment based on the minimum rental period applicable for Your rental.
  - ii) **Maximum Cover Package**  
This package includes Reduction Option plus most extras and is subject always to clause 5.1 (subject to the limited exceptions that apply to Maximum Cover Package). You can purchase this option by paying Cruisin \$39 including GST per day for the GoCheap Hi Top, \$55 including GST per day for all other vehicles. The total liability option charge is limited to a maximum of 50 days or \$1,950 including GST for the GoCheap Hi Top, \$2,750 including GST for all other vehicles and a minimum payable per segment based on the minimum rental period applicable for Your rental.
- 25 Bond**
- 25.1 For Security purposes, only a credit card can be used to pay a bond.
- 25.2 When the bond is debited a credit card surcharge fee will apply.
- 25.3 The credit card holder must sign for the bond before or upon collection of the Vehicle.
- 25.4 The credit card holder is jointly and severally liable for any damage to the Vehicle.
- 25.5 The bond and credit card surcharge fee is fully refundable when the vehicle is returned to the correct return location on time, is full of fuel and all other terms of this Agreement have been complied with.

- 25.6 If there is loss or Damage to the Vehicle on its return, the bond will be used to cover the cost of such damage up to the amount of the relevant liability Reduction.
- 25.7 However, if there is a Substantial breach or a breach of any part of clause 5.1(c) of this Agreement and the bond is insufficient to cover the Loss and Damage then any extra cost will be charged to You.
- 25.8 Refund of the security bond is not a waiver of Your liability under the rental Agreement, Cruisin retains the right to recover monies for damages notwithstanding the return or refund of the security bond.
- 26 General Provision**
- 26.1 Immediately upon receipt, You must provide Cruisin with every summons, complaint or paper in relation to any Accident or loss involving the Vehicle.
- 26.2 You must not fail or refuse to undergo any breath, blood, oral fluid or drug impaired assessment in the state or territory in which the Vehicle is driven;
- 26.3 You irrevocable release and indemnify Cruisin, its employees and agents from all claims for loss or damage to personal property owned by You or others left in the Vehicle, or which is received, handled or stored by Cruisin at any time before, during or after the rental period.
- 26.4 Except as provided by law, You or passengers in the Vehicle are not the agent, servant or employee of Cruisin for any purpose whatsoever.
- 26.5 No right of Cruisin under this Agreement can be waived except by writing of an authorised officer of Cruisin.
- 26.6 You acknowledge:
- (a) This Agreement created a bailment between Cruisin and You in respect of the Vehicle and Your interest in the Vehicle is as a bailee only;
  - (b) Nothing contained in this Agreement shall be construed as granting or entitling You to any ownership right or any other inconsistent proprietary right in or to the Vehicle; and
  - (c) You agree not to part with possession, sell, lease, dispose of, encumber or assign any right or interest in the Vehicle and not create any security interest or any lien over the vehicle (including in respect of repairs) other than security interest granted in favour of Cruisin.
- 26.7 You, any Authorised Driver and/or Joint Renter agree to indemnify Cruisin from and against any or all claims, demands, actions, liabilities, losses, costs and expenses (including, but not limited to legal costs on an indemnity basis), incurred by Cruisin as a consequence of any breach by You, any authorised driver or the Joint Renter of this Agreement or the failure for whatever reason of the due and punctual performance of Your obligations under this Agreement.
- 26.8 You acknowledge that Cruisin has not in any way represented itself to You as an entity carrying on the business of insurance.
- 26.9 You must make yourself available to assist Cruisin in any legal actions mentioned in this Agreement that may arise out of Your hire of the Vehicle.
- 27 Cleaning**
- 27.1 The Vehicle must be returned in a reasonable state of cleanliness, completely free of mud. A cleaning fee up to \$250 including GST will be charged if there is any breach of this requirement.
- 27.2 Cruisin reserves the right to charge You a cleaning fee up to \$250 including GST for any animal related cleaning, excluding registered guide dogs.
- 27.3 If applicable, the toilet and waste water tank must both be returned empty or You will be charged a cleaning fee of \$100 including GST per tank if there is any breach of this requirement.
- 27.4 Smoking is prohibited in the Vehicles and a cleaning and deodorising fee of \$500 including GST will be charged if there is any breach of this requirement.
- 28 Fuel**
- 28.1 The Vehicle must be returned with the amount of fuel equal to that at the time of the commencement of the rental. If the Vehicle is returned with less fuel, the difference will be charged to You at a rate of \$3.00 including GST per litre (which includes a service component).
- 29 Branch Hours and Returns**
- 29.1 All Cruisin branches are closed Good Friday 02 April, Christmas Day 25 December and New Year's Day 01 January each year.
- 29.2 Cruisin branch operate the following hours:
- (i) Brisbane branch hours are 8am to 4.30pm Monday to Friday, 8am to 1pm Saturdays and closed Sundays.
  - (ii) Cairns branch hours are 8am to 4.30pm Monday to Friday, 8am to 1pm Saturdays and closed Sundays.
  - (iii) Hobart branch hours are 8am – 4.30pm seven days a week except 01 May each year to 31 August each year where the branch is closed on Sundays.
  - (iv) Melbourne branch hours are 8am to 4.30pm Monday to Friday, 8am to 1pm Saturdays and closed Sundays.
  - (v) Sydney branch hours are 8am to 4.30pm Monday to Friday, 8am to 1pm Saturday and closed Sundays.
- Note: Cruisin requests that you collect or return the Vehicle to the relevant Cruisin branch one hour before the branch closing time for the relevant day. All times listed above are local times.
- 29.3 The Vehicle must be returned at the Return Time, on the Return Date and at the Return Location.
- 29.4 If you wish to change the Return Location or the Return Date after the rental has commenced, You first must obtain permission from Cruisin. Subject to the change of the Return Location being approved, an additional charge of \$700 including GST may apply. This will be notified to you at the time of approval and is required to be paid immediately via credit card.
- 29.5 If the Vehicle is returned at a different location without Cruisin' prior written permission, the cost of transferring the Vehicle to the Return Location will be charged to you, plus charge of up to \$2,000 including GST will apply.
- 29.6 You will continue to be responsible for the rental of the vehicle, including demurrage, until the Vehicle is returned to the Return Location. If You return the Vehicle late without Cruisin' permission, the Vehicle will immediately be reported to the police as stolen and You will be charged late fee of \$150 per day in addition to the daily rental rate plus Liability Reduction Option charges for each day until the Vehicle is returned.
- 29.7 Early return of the Vehicle does not entitle You to a refund.

### **30 Rental Extensions**

- 30.1 Should You wish to extend the rental period whilst on hire, you must first obtain authorisation from Cruisin. This is subject to availability of the Vehicle.
- 30.2 If You extend up to 2 additional days You will be charged at the same average daily rental rate used at the time of pick up, plus the daily rate charge application to your chosen Liability Reduction Option. If You extend by 3 days or more You will be charged at the current rate that is valid at the time of the change, plus the daily rate charge application to your chosen Liability Reduction Option.
- 30.3 The extra cost of an extended rental must be paid by credit card over the telephone on confirmation of the rental extension.

### **31 Illustration Disclaimer**

- 31.1 Cruisin' brochures, websites and other advertising material contain only representations of our vehicles. Pictures, illustrations, descriptions, fuel consumption and measurements of the vehicles and distances may be different to the Vehicle offered to You due to modifications and/or upgrades. Cruisin is not liable for any such variance.

### **32 Electronic Tracking**

- 32.1 Cruisin may use GPS tracking or other electronic tools (tracking device) to enable the geographical location of its Vehicles to be tracked or located.
- 32.2 By hiring a vehicle from Cruisin, you expressly consent Cruisin using tracking devised on the Vehicle during the rental period and collecting, using and retaining information from the tracking device in accordance with Cruisin' Privacy Policy which you can view on our website.

### **33 Kilometre Allowance**

- 33.1 The Kilometres Allowance per day and Charge per Excess Kilometre Fee is indicated in the Rental Agreement. The applicable Excess Kilometre fee is payable by You to Cruisin on return of the Vehicle.

### **34 Personal Property Securities Act 2009 (Cth) (PPSA)**

- 34.1 You will not register or claim to be entitled to register any interest in the vehicle under the Personal Property Securities Act 2009 (Cth), an/or any regulation made at any time under the PPSA (each as amended from time to time); and any amendment made at any time to any other legislation as a consequence of the PPSA.

### **35 Privacy Notice**

- 35.1 When Cruisin collects uses, discloses or handles personal information, we will be bound by the Privacy Act 1988 (Cth). Cruisin collects personal information to offer, provide, manage and administer its services and products.
- 35.2 If Cruisin do not collect personal information from You, Cruisin will not be able to rent You a vehicle and if any of the personal information You provide is incomplete or inaccurate, the quality of Cruisin' services may be compromised.
- 35.3 By entering into this Agreement with Cruisin and by providing Cruisin with personal information, You represent to Cruisin and We proceed on the basis that You have read and agree to the terms of Our Privacy Policy.
- 35.4 Cruisin disclosed personal information to third parties who we believe are necessary to assist us in providing the relevant services and products to our customers.
- 35.5 The terms of Our Privacy Policy available on our website.

### **36 Dispute Resolution**

- 36.1 If You believe there has been an error in Your account or if You have any complaint, Cruisin staff at the Rental branch closest to You will help You in every way they can to rectify the error or resolve the complaint. If they are unable to assist You or if Your concerns are not resolved to Your satisfaction, You may refer the matter to Cruisin's head office.
- 36.2 Upon receipt of Your complaint or concerns, we will do our best to get in contact with you within 14 days of receiving Your complaint or concerns.
- 36.3 Cruisin' head office contact details are follows:
- (i) By writing to: Cruisin' Motorhomes Pty Ltd, 3 Runway Place, Cambridge, TAS 7170; or
  - (ii) By email to: [customercare@cruisinmotorhomes.com.au](mailto:customercare@cruisinmotorhomes.com.au)

### **37 Definitions**

**Accident** means an unforeseen and unintended collision between the Vehicles and another vehicle, or any other object, that results in Loss or Damage;

**Authorised Driver** means any driver approved by Cruisin and whose name is noted in the Rental Agreement as an authorised driver;

**Cruisin or Cruisin'** means Cruisin Motorhomes Pty Ltd ABN 82 088 716 205;

**GST** has the same meaning as in A New Tax System (Goods and Services Tax) Act 1999 (Cth);

**Joint Renter** means any person who is noted as a renter with any other person in the Rental Agreement. A Joint Renter is jointly and severally liable for all of the obligations under this Agreement;

**Loss or Damage** means any loss or damage to the Vehicle or to any third party property, including that caused by theft of the Vehicle or by adverse weather events, that required repair or replacement including the loss of use of the Vehicle (demurrage), legal expenses, assessment fees, towing and recovery costs, storage, service charges and any appraisal fees of the Vehicle;

**Off Road** means any area that is not gazetted road now a sealed road now an Unsealed Road and includes, but are not limited to fire trails, beaches, sand tracks, fields, creek bed, stream, dams, rivers, deserts or paddocks;

**Overhead Damage** means any damage to the Vehicle or to any third party property that is caused by:

- (a) Contact between any part of the Vehicle that is above the level of the top of the front windscreen

**Return Date** means the date on which the Vehicle must be returned shown in the Rental Agreement;

**Return Location** means the location on which the Vehicle must be returned shown in the Rental Agreement

**Return Time** means the time by which the Vehicle must be returned on the Return Date as shown in the Rental Agreement;

**Single Vehicle Rollover** means any incident where there is Loss or Damage to the Vehicle that does not involve an impact between the Vehicle and another vehicle and is caused by the Vehicle rolling, tipping or overturning whilst being driven or used by You, any Joint Renter or any Authorised Driver;

**Substantial breach** means a breach of any of clauses 4.7, 4.8, 3.1, 3.2, 5.1(c)(i) to 5.1(c)(xix) (inclusive), 17.1, 26.2 and 26.6(c) of this Agreement that causes Loss or Damage to the Vehicle or any third party loss;

**Unsealed Road** means a road that has been formed and constructed but not sealed with a hard material such as tar, bitumen or concrete;

**Vehicle** means the vehicle identified in the Rental Agreement or in your possession including all its parts, components, accessories, tools, tyres and equipment as well as any replacement vehicle substituted by Cruisin pursuant to the Rental Agreement; and

**You, Your** means the person, firm, company or organisation renting the Vehicle and includes any Joint Renter identified in the Rental Agreement.

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**RENTAL AGREEMENT NUMBER:** \_\_\_\_\_

**VEHICLE REGISTRATION NUMBER:** \_\_\_\_\_

- (1) I have read and understood the above provisions and agree to be bound by them.
- (2) I have been shown over the Vehicle and all features have been demonstrated to me.
- (3) I have checked over the Vehicle and am satisfied that the Vehicle is free of any insect infestation such as and not limited to ants, flies, cockroaches, fleas, bedbugs and mosquitoes.
- (4) I have checked over the Vehicle and its equipment and am satisfied with its cleanliness and condition.
- (5) Any damage to the Vehicle has been marked on the Vehicle Condition Report.
- (6) I am satisfied that the fuel tank is completely full and agree to return the fuel tank completely full.
- (7) I agree that I have checked the condition of the tyres, including the spare, and I am satisfied that they are in a roadworthy condition.

1. **Renter Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

2. **Renter Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

3. **Renter Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Branch Use Only**

**Staff Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_