

CAMPERMAN AUSTRALIA

TERMS AND CONDITIONS

1.1 INTRODUCTION

YOUR RENTAL CONTRACT TO HIRE A CAMPERVAN FROM CAMPERMAN AUSTRALIA THE FOLLOWING:

- (a) THE RENTAL AGREEMENT FORM YOU HAVE SIGNED TO HIRE A CAMPERVAN FROM US
- (b) THE RENTAL TERMS AND CONDITIONS AGREEMENT FORM

1.2 JURISDICTION

YOUR RENTAL CONTRACT IS GOVERNED BY THE LAWS OF THE STATE IN WHICH THE RENTAL STATION YOU HAVE HIRED THE CAMPERVAN FROM AND HAVE AGREED THAT COURTS IN THAT STATE HAVE NON-EXCLUSIVE JURISDICTION TO DETERMINE ANY DISPUTE THAT ARISES BETWEEN YOU AND CAMPERMAN AUSTRALIA

1.3 AUSTRALIAN CONSUMER LAW

YOU HAVE CONSUMER RIGHTS CONFERRED BY THE AUSTRALIAN CONSUMER LAW AND NEITHER THIS CLAUSE NOR ANY OTHER PROVISION OF THE RENTAL CONTRACTS EXCLUDES, RESTRICTS, OR MODIFIES ANY IMPLIED TERMS, GUARANTEES, OR RIGHTS YOU MAY HAVE UNDER THOSE LAWS OR ANY OTHER FEDERAL, STATE OR TERRITORY LEGISLATION.

1.4 ELECTRONIC SIGNATURES

WE MAY USE ELECTRONIC SIGNATURES AS A MEANS OF ENTRY INTO THE RENTAL CONTRACT. WHEN YOU INSERT AN ELECTRONIC SIGNATURE, YOU FULLY CONSENT THE USE OF THIS MEANS OF ACKNOWLEDGMENT AND ACCEPTANCE OF CAMPERMAN AUSTRALIA'S TERMS AND CONDITIONS AND YOUR OBLIGATIONS UNDER THE RENTAL AGREEMENT

WHO MAY DRIVE THE CAMPERVAN?

IMPORTANT NOTICE

A BREACH OF ANY PART OF CLAUSE 2 IS A MAJOR BREACH OF YOUR RENTAL CONTRACT. SEE CLAUSE 17 FOR FURTHER DETAILS

2.1 AUTHORISED DRIVERS

ONLY THE MAIN HIRER OR AN AUTHORIZED DRIVER IS ALLOWED TO DRIVE THE CAMPERVAN, ALLOWING ANYONE WHO IS NOT AN AUTHORIZED DRIVER TO DRIVE THE CAMPERVAN CONSTITUTES A MAJOR BREACH OF YOUR RENTAL CONTRACT THAT EXCLUDES YOU AND ANY AUTHORIZED DRIVER FROM ALL ENTITLEMENT TO DAMAGE COVER INDEMNITY UNDER CLAUSE 12 OF THESE TERMS AND CONDITIONS, SUBJECT TO THE DAMAGE COVER EXCLUSIONS IN CLAUSE 13

2.2 AGE LIMITS

THERE IS A MINIMUM AND MAXIMUM AGE LIMIT FOR THOSE RENTING FROM CAMPERMAN AUSTRALIA. YOU AND ANY AUTHORIZED DRIVER MUST BE AT LEAST 18 AND NOT OVER 85 YEARS OF AGE AND HAVE NO LESS THAN 12 MONTHS DRIVING EXPERIENCE, UNLESS A REPRESENTATIVE FROM CAMPERMAN AUSTRALIA HAVE AGREED TO A VARIATION OF THAT RESTRICTION BEFORE THE START OF THE RENTAL AND IT MUST BE SHOWN IN THE RENTAL AGREEMENT

2.3 LICENCE REQUIREMENTS

YOU AND ANY AUTHORIZED DRIVERS CAN DRIVE THE CAMPERVAN IF YOU HAVE THE FOLLOWING:

- (i) A VALID DRIVER'S LICENSE ISSUED IN AN AUSTRALIAN STATE OR TERRITORY
- (ii) AN INTERNATIONAL DRIVING PERMIT
- (iii) AN APPROVED TRANSLATION INTO ENGLISH IF THE LICENSE IS NOT ISSUED IN ENGLISH
- (iv) IF YOU ARE NOT SUBJECTED TO ANY RESTRICTIONS OR CONDITIONS

LEANER DRIVERS AND PROBATIONARY LICENSE HOLDERS ARE NOT ACCEPTABLE AND MUST NOT DRIVE THE CAMPERVAN

PROVISIONAL DRIVERS ARE ACCEPTED AND ARE WELCOME TO DRIVE THE VAN BUT MUST DISPLAY THE CORRECT PROVISIONAL PLATES AND FOLLOW ALL THE ROAD RULES WHILE DRIVING

2.4 CANCELLED AND SUSPENDED LICENCES

THE CAMPERVAN MUST NOT BE DRIVEN:

- (a) WHILST YOUR DRIVER'S LICENSE IS CANCELLED OR SUSPENDED AS A RESULT OF AN ACCUMULATION OF DEMERIT POINTS
- (b) IF YOUR LICENSE HAS BEEN CANCELLED OR SUSPENDED WITHIN THREE (3) YEARS OF THE DATE OF THE RENTAL AGREEMENT

2.5 FALSE INFORMATION

THE CAMPERVAN MUST NEVER BE DRIVEN BY YOU OR AN AUTHORIZED DRIVER WHO HAS PROVIDED FALSE, MISSING OR A MISLEADING NAME, AGE, ADDRESS, OR DRIVER'S LICENSE

PROHIBITED USE

IMPORTANT NOTICE

A BREACH OF ANY PART OF CLAUSE 2 IS A MAJOR BREACH OF YOUR RENTAL CONTRACT. SEE CLAUSE 17 FOR FURTHER DETAILS

3.1 THE CAMPERVAN MUST NOT BE DRIVEN BY YOU OR ANY AUTHORIZED DRIVER:

- (A) WHILST INTOXICATED OR UNDER THE INFLUENCE OF DRUGS OR WITH A BLOOD ALCOHOL CONTENT OR LEVEL OF DRUGS PRESENT IN BLOOD, URINE OR ORAL FLUID THAT EXCEEDS THE LIMIT SET BY LAW
- (B) RECKLESSLY OR DANGEROUSLY

(c) WHILST THE CAMPERVAN IS DAMAGED OR UNSAFE

3.2 YOU AND ANY AUTHORIZED DRIVER MUST NOT:

- (a) FAIL OR REFUSE TO UNDERGO A BREATH, BLOOD, URINE, FLUID, OR DRUG IMPAIRMENT ASSESSMENT
- (b) USE THE CAMPERVAN:
 - FOR ANY ILLEGAL PURPOSE
 - TO MOVE DANGEROUS, HAZARDOUS, INFLAMMABLE GOODS OR SUBSTANCES THAT POLLUTE OR CONTAMINATE, IN QUANTITIES ABOVE THAT USED FOR DOMESTIC PURPOSES
 - TO PROPEL TOW ANOTHER VEHICLE OR A TRAILER
 - TO CARRY OR TRANSPORT ILLEGAL DRUGS OR SUBSTANCES
 - IN CONNECTION WITH THE MOTOR TRADE FOR EXPERIMENTS, TEST, TRIALS, OR DEMONSTRATION PURPOSE
 - IN AN UNSAFE OR UN-ROADWORTHY CONDITION

3.3 YOU AND ANY AUTHORIZED DRIVERS MUST NOT:

- (a) DAMAGE THE CAMPERVAN DELIBERATELY/RECKLESSLY OR ALLOW ANYONE ELSE TO DO SO
- (b) MODIFY THE CAMPERVAN IN ANYWAY
- (c) SELL, RENT, LEASE, OR DISPOSE OF THE CAMPERVAN
- (d) REGISTER OR CLAIM TO BE ENTITLED TO REGISTER ANY INTEREST IN THE CAMPERVAN UNDER THE PERSONAL PROPERTY SECURITIES ACT 2009

3.4 YOU AND ANY AUTHORIZED DRIVER MUST NOT USE THE CAMPERVAN TO CARRY:

- (a) PASSENGER FOR HIRE, FARE, OR REWARD OR FOR RIDESHARES PURPOSES
- (b) MORE THAN THE NUMBER OF PASSENGERS SHOWN IN THE RENTAL AGREEMENT OR WHAT THE CAMPERVAN IS LICENSED TO LEGALLY CARRY
- (c) ANY LOAD THAT EXCEEDS THE LIMITS FOR WHICH THE CAMPERVAN WAS DESIGNED, CONSTRUCTED, REGISTERED, OR LICENSED FOR

3.5 YOU AND ANY AUTHORIZED DRIVERS MUST NOT USE A MOBILE PHONE:

- (A) TO MAKE OR RECEIVE A PHONE CALL, PERFORM ANY AUDIO FUNCTIONS OR AS A NAVIGATION DEVICE, UNLESS THE VEHICLE IS STATIONARY, AND THE BODY OF THE PHONE IS SECURED IN A MOUNTING AFFIXED TO THE VEHICLE
- (B) TO SEND A TEXT MESSAGE, VIDEO MESSAGE, EMAIL, OR SIMILAR COMMUNICATION UNLESS THE VEHICLE IS PARKED

PROHIBITED AREAS OF USE

IMPORTANT NOTICE

A BREACH OF ANY PART OF CLAUSE 2 IS A MAJOR BREACH OF YOUR RENTAL CONTRACT. SEE CLAUSE 17 FOR FURTHER DETAILS

4.1 THE CAMPERVAN MUST NEVER BE DRIVEN:

- (A) ON UNSEALED ROADS
- (B) OFF ROAD
- (C) WHERE SNOW HAS FALLEN OR IS LIKELY TO FALL

4.2 THE CAMPERVAN MUST NOT BE USED IN ANY AREA THAT IS PROHIBITED BY US. PROHIBITED AREAS INCLUDE:

- (A) ROADS THAT ARE PRONE TO FLOODING OR ARE FLOODED
- (B) BEACHES, SAND DUNES, STREAMS, RIVERS, CREEKS, DAMS AND FLOODWATERS OR ANY AREA EXPOSED TO SALTWATER
- (C) ANY ROAD WHERE THE POLICE HAVE ISSUED A WARNING
 - (a) ANY ROAD THAT IS CLOSED
 - (b) ANY ROAD WHERE IT WOULD BE UNSAFE TO DRIVE THE VEHICLE

4.3 THE CAMPERVAN MUST NEVER BE DRIVEN OR USED:

- (A) ON ANY ISLAND THAT IS OFF THE MAINLAND OF AUSTRALIA

UNLESS WE HAVE GIVEN OUR WRITTEN PERMISSION PRIOR TO THE RENTAL, AND IT IS NOTED ON THE RENTAL AGREEMENT

RENTAL PERIOD, COST AND CHARGES:

MINIMUM RENTAL PERIOD

- (A) THE MINIMUM RENTAL PERIOD IS 5 DAYS
- (B) RENTALS OF 10 DAYS OR MORE HAVE A FIXED DAILY RENTAL COST.
- (C) SHORT GAP BOOKINGS OCCASIONALLY BECOME AVAILABLE AT ALL DEPOTS IN DIFFERENT SEASONS AND ARE SUBJECT TO OUR SOLE DISCRETION.

5.2 DAILY RENTAL CONDITIONS

RENTAL DAYS ARE CHARGED PER CALENDAR DAY. THE DAY OF PICK-UP IS CALCULATED AS THE FIRST DAY OF THE RENTAL AND THE DAY OF RETURN IS CALCULATED AS THE LAST DAY OF RENTAL. THIS CALCULATION IS BASED WITHIN DEPOT HOURS FOR PICK-UP AND DROP-OFFS.

5.3 CAMPERVAN PICK-UP TIMES

THE PICK-UP TIMES ARE BETWEEN THE HOURS OF 10:00 AM AND 3:00 PM WEEKDAYS OR BETWEEN 8:30 AM AND 11:00 AM ON SATURDAYS.

5.4 CAMPERVAN DROP-OFF TIMES

THE DROP OFF TIMES FOR THE CAMPERVAN ARE BETWEEN 8:00 AM AND 3:00 PM MONDAY TO FRIDAY AND ON SATURDAYS BETWEEN THE HOURS OF 8:00 AM TO 11:00 AM. AFTER-HOURS DROP-OFFS ARE AVAILABLE ON SATURDAY SUBJECT TO PRIOR ARRANGEMENT USING THE KEY DROP-BOXES AT OUR DEPOT LOCATIONS.

5.5 SUNDAYS

CAMPERVAN PICK-UP AND DROP-OFF ON SUNDAYS IS SUBJECT TO PRIOR ARRANGEMENT WITH US ONLY.

5.6 AFTER-HOURS PICK-UP

AFTER-HOURS PICK-UP CAN BE MADE BY PRIOR WRITTEN ARRANGEMENT ONLY WITH OUR HEAD OFFICE IN CAIRNS. PLEASE CONTACT CAMPERMAN ON 1800 216 223 OR EMAIL SALES@CAMPERMANAUSTRALIA.COM FOR PRIOR WRITTEN ARRANGEMENT AND CONFIRMATION. THE COST OF AFTER-HOURS, SUNDAY OR PUBLIC HOLIDAY PICK-UPS IS \$80.00.

5.7 LATE DROP-OFF

CAMPERVANS RETURNED ONE DAY LATER THAN THE ARRANGED DATE ON THE CONTRACT WILL BE CHARGED THE DAY RATE APPLICABLE TO THE CONTRACT PLUS A \$150.00 LATE FEE. THEREAFTER, THE CONTRACTED DAILY RATE WILL BE CHARGED FOR EACH DAY THE CAMPERVAN IS LATE IN ADDITION TO ANY REVENUE LOST OR COSTS INCURRED BECAUSE OF THE CAMPERVAN BEING RETURNED LATE. THIS IS NOT NEGOTIABLE AND WILL BE DEDUCTED FROM YOUR SECURITY DEPOSIT

5.8 PUBLIC HOLIDAYS

WE ARE NOT OPEN ON PUBLIC HOLIDAYS (NATIONAL OR LOCAL), CHRISTMAS DAY, BOXING DAY, NEW YEAR'S DAY, AND GOOD FRIDAY TO EASTER MONDAY (OR PUBLIC HOLIDAYS DECLARED FOR THOSE DAYS).

5.9 RESERVATIONS

RESERVATIONS CAN BE MADE 7 DAYS A WEEK (INCLUDING PUBLIC HOLIDAYS) BETWEEN 8:00 AM TO 8:00 PM.

5.10 HELPLINE:

THE CAMPERMAN HEAD OFFICE OFFERS A 7-DAY-A-WEEK AUSTRALIA-WIDE HELP AND INFORMATION SERVICE. PLEASE CALL TOLL FREE ON 1800 216 223 FOR ON-ROAD SERVICE.

5.11 ONE-WAY RENTALS

THERE IS A LOCATION FEE FOR ALL PICK-UP AND DROP-OFFS OF \$150.00 AT THE GOLD COAST AND \$250.00 AT AIRLIE BEACH AND TOWNSVILLE. IN THE CASE OF A PICKUP AND DROP OFF BETWEEN THESE DEPOTS ONLY ONE CHARGE OF \$250.00 WILL APPLY FOR ONE-WAY RENTAL.

5.12 MULTIPLE RENTALS

TWO OR MORE RENTALS MAY BE COMBINED TO QUALIFY FOR THE LONGER-TERM RENTAL RATES. FOR EXAMPLE, A 12-DAY RENTAL PLUS ONE 10-DAY RENTAL QUALIFIES FOR THE 22-DAY RATE, SUBJECT TO THE TIME BETWEEN RENTALS NOT EXCEEDING ONE CALENDAR MONTH.

5.13 RENTAL PERIOD EXTENSIONS

RENTAL PERIOD EXTENSIONS ARE SUBJECT TO FUTURE DEMAND AND AVAILABILITY AND AT OUR SOLE DISCRETION. ANY REQUEST FOR AN EXTENSION MUST BE COMMUNICATED TO US BY EMAIL AS SOON AS POSSIBLE AND IS ONLY ACCEPTED WHEN APPROVED BY OUR HEAD OFFICE.

5.14 UNAUTHORISED DROPPING OFF AT A DIFFERENT DEPOT

AN UNAUTHORISED DROP-OFF TO A DEPOT OTHER THAN THAT CONTRACTED FOR (AS STATED ON THE RENTAL AGREEMENT) WILL RESULT IN A RELOCATION FEE BEING CHARGED TO YOU OF \$750.00 IN ADDITION TO THE DAILY RATE FOR EACH DAY THE CAMPERVAN IS DELAYED.

5.15 EARLY DROP OFF

THERE IS NO REFUND AVAILABLE FOR THE UNUSED PORTION OF THE RENTAL SHOULD THE CAMPERVAN BE RETURNED EARLIER THAN CONTRACTUALLY AGREED ON THE RENTAL AGREEMENT.

5.16 WHEN BOOKING

PLEASE CHECK THE CAMPERVAN YOU HAVE BOOKED ON OUR WEBSITE. IT SHOWS YOU ALL THE DETAILS OF THE CAMPERVAN, INCLUDING THE MANUFACTURER, MAKE, MODEL, YEAR, MODEL RANGE, AND INCLUSIONS.

THE REGISTRATION OF YOUR VAN CAN CHANGE AT ANY POINT RIGHT UP UNTIL THE DAY OF COLLECTION, YOU WILL RECEIVE THE SAME MODEL YOU HAVE BOOKED BUT THE REGISTRATION MAY BE DIFFERENT TO YOUR CONFIRMATION EMAIL

AUTOMATIC OR MANUAL TRANSMISSION CANNOT BE GUARANTEED UNLESS YOU SPECIFICALLY BOOK A VAN WITH ONLY THAT TRANSMISSION E.G. THE PARADISE FAMILY 5 IS GUARANTEED TO BE AUTOMATIC AS WE ONLY HAVE AUTOMATIC MODELS FOR THAT VAN. PLEASE ENSURE YOU HAVE BOOKED THE RIGHT TRANSMISSION AS THERE WILL BE NO REFUND

5.17 CAMPERVAN MODEL AND SIZE

ALL CAMPERVANS ADVERTISED ON OUR WEBSITE SHOW THE AGE, SIZE AND CARRYING CAPACITY OF THE CAMPERVAN. YOU WILL BE SUPPLIED WITH A CAMPERVAN THAT MATCHES THE CAMPERVAN YOU HAVE BOOKED. ANY CANCELLATION OR REFUSAL TO TAKE THE CAMPERVAN THAT WAS BOOKED IS CLASSED AS A CANCELLATION ON THE DAY OF PICK-UP AND YOU WILL NOT BE ENTITLED TO A REFUND UNDER ANY CIRCUMSTANCE.

CAMPERMAN AUSTRALIA IS NOT AT FAULT, NOR WILL WE REFUND IF YOU BOOK A CAMPERVAN THAT DOESN'T ACCOMMODATE YOUR NEEDS/WANTS

5.18 PICK-UP INSPECTION

(A) PRIOR TO THE CAMPERVAN BEING RELEASED FOR HIRE AN INSPECTION OF IT WILL BE CONDUCTED BY YOU AND A CAMPERMAN REPRESENTATIVE. THE INSPECTION WILL COVER THE EXTERNAL PANELS, WINDSCREEN AND WINDOWS, INTERNALS OF THE CAMPERVAN AND AN INVENTORY OF ADDITIONAL EQUIPMENT SUPPLIED.

(B) A CONDITION REPORT WILL BE COMPLETED BY THE CAMPERMAN REPRESENTATIVE SHOWING ALL PREVIOUS DAMAGE TO THE CAMPERVAN. THE CONDITION REPORT ALSO CONFIRMS THAT THE CAMPERVAN IS IN A CLEAN AND IN A SATISFACTORY STATE ON COLLECTION. IF THE CONDITION REPORT DOES NOT ACCURATELY REFLECT THE CONDITION OF THE CAMPERVAN YOU MUST INFORM OUR REPRESENTATIVE BEFORE DEPARTURE TO ALLOW US THE OPPORTUNITY TO RECTIFY ANY POINTS YOU HAVE IDENTIFIED.

(C) ONCE THE CONDITION REPORT IS SIGNED, YOU AGREE YOU HAVE RECEIVED THE CAMPERVAN IN SATISFACTORY CONDITION AND NO REFUNDS WILL BE PROVIDED FOR ISSUES WITH THE CONDITION OF THE CAMPERVAN UNLESS THESE COULD NOT REASONABLY HAVE BEEN DETECTED AT PICK-UP,

(D) IT IS YOUR RESPONSIBILITY AS THE HIRER TO CHECK OVER THE CONDITION OF THE VAN PRIOR TO LEAVING THE DEPOT, THIS ALSO INCLUDES THE KEY CONDITION. IF ANY KEY, YOU HAVE BEEN PROVIDED BREAKS WHILE ON HIRE YOU MUST INFORM THE HEAD OFFICE IMMEDIATELY AND YOU WILL BE LIABLE FOR A REPLACEMENT

5.19 RETURN OF THE CAMPERVAN

YOU MUST RETURN THE CAMPERVAN:

(A) TO THE CORRECT RENTAL STATION

(B) ON THE DATE AND BY THE TIME SHOWN ON THE RENTAL AGREEMENT

(C) IN THE SAME CONDITION IT WAS IN AT THE START OF THE RENTAL, REASONABLE WEAR AND TEAR EXCEPTED

(D) WITH THE SAME LEVEL OF FUEL AS SHOWN ON THE CONDITION REPORT ON PICK-UP.

5.20 CLEANING FEE ON RETURN OF THE CAMPERVAN

A CLEANING FEE OF \$150.00 (INSIDE) & \$75 (OUTSIDE) APPLIES IF THE CAMPERVAN IS NOT RETURNED TO US IN THE SAME CLEAN CONDITION IT WAS IN AT THE START OF THE RENTAL, SUBJECT TO REASONABLE WEAR AND TEAR.

5.21 DURING YOUR RENTAL

YOU MUST NOT:

- (A) USE THE CAMPERVAN FOR TRANSPORTING ANY PETS OR ANIMALS, EXCEPT ASSISTANCE ANIMALS, UNLESS SPECIFICALLY APPROVED BY US IN WRITING
- (B) SMOKE IN THE CAMPERVAN, OR USE CANDLES OR MOSQUITO COILS ONSIDE IT AND, YOU MUST ALSO TAKE REASONABLE STEPS TO PREVENT PASSENGERS FROM DOING SO
- (C) USE THE CAMPERVAN TO MOVE INFECTIOUS, BIOHAZARDOUS OR BIOMEDICAL WASTE, UNLESS SPECIFICALLY APPROVED BY US IN WRITING

ADDITIONAL CLEANING, DISINFECTION AND DEODORISING CHARGES WILL APPLY.

5.22 TOILET WASTE

TOILET WASTE MUST BE REMOVED FROM THE CAMPERVAN PRIOR TO ITS RETURN. IF THE CAMPERVAN IS RETURNED WITH THE TOILET WASTE NOT EMPTIED AND (OR) CLEANED, YOU WILL BE CHARGED A \$150.00 FEE AT THE DISCRETION OF THE CHECK-IN DEPOT.

5.23 FAILURE TO RETURN THE CAMPERVAN

IF YOU FAIL TO RETURN THE CAMPERVAN, CAMPERMAN AUSTRALIA MAY TERMINATE THE RENTAL CONTRACT AND IF THE LOCATION OF THE CAMPERVAN IS KNOWN WE WILL RECOVER IT BY LAWFUL MEANS OR IF IT IS UNKNOWN, AFTER MAKING REASONABLE ATTEMPTS TO CONTACT YOU, WE WILL REPORT THE CAMPERVAN AS STOLEN TO THE POLICE.

TRAVELLING WITH CHILDREN

- 6.1 WE TAKE NO RESPONSIBILITY FOR CAMPERVANS INCORRECTLY BOOKED FOR CARRYING CHILDREN AND ANY REFUSAL TO TAKE THE CAMPERVAN THAT WAS BOOKED IS CLASSED AS A CANCELLATION ON THE DAY OF PICK-UP AND YOU WILL NOT BE ENTITLED TO A REFUND UNDER ANY CIRCUMSTANCE.
- 6.2 CAMPERMAN STAFF WILL REASONABLY ENDEAVOUR TO PROVIDE THE CORRECT ADVICE ON THE INFORMATION GIVEN BY YOU PRIOR TO BOOKING BUT WE HAVE NO RESPONSIBILITY IF YOU BOOK THE WRONG CAMPERVAN OR RESTRAINTS FOR YOUR NEEDS.

- 6.3 IT IS YOUR RESPONSIBILITY TO COMPLY WITH ALL CHILD RESTRAINT LAWS AND ENSURE THAT FOR ALL CHILDREN UNDER THE AGE OF SEVEN YEARS, THE RESTRAINT HAS BEEN FITTED CORRECTLY ACCORDING TO THE WEIGHT AND AGE OF THE CHILD AND THAT THE RESTRAINT IS PROPERLY ADJUSTED AND FASTENED.
- 6.4 PLEASE NOTE: CHILD RESTRAINT POINT DOES NOT INCREASE THE CARRYING CAPACITY AS IT IS REGARDED AS ONE OF THE EXISTING SEATS.
- 6.5 TO ASSIST YOU IN SELECTING THE CORRECT CAMPERVAN, THE FITTED SEATBELTS ARE AS FOLLOWS:
- (A) ALL CAMPERVANS EXCEPT THE MAXIE 2 AND MAXIE 4 DELUXE HAVE TWO LAP SASH SEAT BELTS AND ONE LAP BELT IN THE MIDDLE (ALL FORWARD FACING) IN THE FRONT.
 - (B) PARADISE 5 (INCLUDING PARADISE 5 WITH SHOWER AND TOILET) ALSO HAS TWO FORWARD FACING SEAT BELTS IN THE REAR (5 SEAT BELTS IN TOTAL).
 - (C) JULIETTE 5 ALSO HAS TWO SIDE FACING LAP BELTS IN THE REAR AND ONE BABY RESTRAINT BAR IS FITTED IN THE FRONT. (PLEASE NOTE A REARWARD FACING CHILD SEAT IS NOT SUITABLE).
 - (D) MAXIE 2 AND MAXIE 4 DELUXE ONLY HAVE TWO LAP SASH SEAT BELTS IN THE FRONT CABIN WITH NO MIDDLE SEAT, THE MAXIE 4 ALSO HAS TWO ADDITIONAL SEATS IN THE REAR (FORWARD FACING)

7 FUELS

- 7.1 **REGULAR UNLEADED 91 MUST BE USED IN ALL CAMPERVANS AS THERE IS NO DAMAGE COVER FOR DAMAGE CAUSED BY USE OF THE INCORRECT FUEL.** IF YOU ARE UNSURE, PLEASE CONTACT THE HEAD OFFICE
- 7.2 THE FUEL ECONOMY OF EACH INDIVIDUAL CAMPERVAN MAY VARY DEPENDING ON SEVERAL CONTRIBUTING FACTORS INCLUDING BUT NOT LIMITED TO HOW THE CAMPERVAN IS DRIVEN, TYRE PRESSURE, WEATHER, AND VEHICLE LOADING. WE ARE NOT RESPONSIBLE FOR ANY VARIATIONS TO FUEL ECONOMY.
- 7.3 WE DO NOT SUPPLY THE CAMPERVAN WITH A FULL FUEL TANK. THE FUEL LEVEL OF THE CAMPERVAN IS INDICATED ON THE CONDITION REPORT ON PICK-UP, AND YOU MUST RETURN THE CAMPERVAN WITH THE SAME LEVEL AS INDICATED ON THAT REPORT. IF THE CAMPERVAN IS RETURNED WITH A LOWER LEVEL OF FUEL THAN INDICATED ON THE CONDITION REPORT YOU WILL BE CHARGED AT THE MARKET PRICE, PLUS A SERVICE FEE IF THE FUEL LEVEL IS LESS THAN ONE QUARTER.
- 7.4 IF YOU RUN OUT OF FUEL AND REQUEST ROADSIDE ASSISTANCE YOU WILL BE LIABLE FOR THE CALL OUT FEE, IN ADDITION TO THE COST OF THE FUEL.

PAYMENT OBLIGATIONS

8.1 END OF THE RENTAL

AT THE END OF THE RENTAL, YOU MUST PAY:

- (i) THE BALANCE OF THE RENTAL CHARGES (IF ANY)

II) THE DAMAGE EXCESS (IF NOT ALREADY PAID) IF THERE IS DAMAGE OR THIRD PARTY LOSS AS A RESULT OF AN ACCIDENT OR THE CAMPERVAN IS STOLEN

ANY COSTS WE INCUR, INCLUDING:

- (A) REFUELLING COSTS
- (B) EXTRA CLEANING COSTS UNDER CLAUSE 5.21
- (C) COSTS INCURRED IN REINSTATING THE CAMPERVAN TO THE SAME CONDITION IT WAS IN AT THE START OF THE RENTAL, FAIR WEAR AND TEAR EXCLUDED

(IV) FOR ALL DAMAGE ARISING FROM A MAJOR BREACH OF THE RENTAL CONTRACT

(V) FOR ALL OVERHEAD DAMAGE

(VI) FOR ALL UNDERBODY DAMAGE

(VII) FOR ANY DAMAGE CAUSED BY THE IMMERSION OF THE CAMPERVAN IN WATER.

(C) ANY AMOUNT PAYABLE UNDER THE RENTAL CONTRACT IS SUBJECT TO SUBSEQUENT VERIFICATION AND ADJUSTMENT AND DETAILS OF ANY ADJUSTMENTS WILL BE PROVIDED TO YOU AS SOON AS PRACTICABLE.

(D) AMOUNTS OWING TO US AFTER THE END OF THE RENTAL PURSUANT TO CLAUSE 6 ACCRUE INTEREST AT THE RATE OF 10% PER ANNUM COMMENCING 14 DAYS AFTER THE END OF THE RENTAL.

8.2 PAYMENT IN AUSTRALIA

ALL PAYMENTS ARE TO BE PAID IN AUSTRALIAN DOLLARS (\$) ONLY. PERSONAL TRAVELLERS CHEQUES WILL BE ACCEPTED BUT FOREIGN CURRENCY IS NOT ACCEPTABLE.

8.3 EXCHANGE RATE/CURRENCY FLUCTUATION

ALL CREDIT CARD TRANSACTIONS ARE CONDUCTED IN AUSTRALIAN DOLLARS (AU\$). DUE TO EXCHANGE RATE FLUCTUATIONS, THERE COULD BE SOME VARIATION IN THE AMOUNT INITIALLY DEBITED AGAINST YOUR CREDIT CARD AND THE AMOUNT REFUNDED WHEN THE CAMPERVAN IS RETURNED. WE HAVE NO LIABILITY FOR THESE VARIATIONS, UP OR DOWN, AS THEY ARE ENTIRELY OUT OF OUR CONTROL.

8.4 CREDIT CARD AUTHORITY

IF ANY AMOUNT IS DUE TO US, INCLUDING THE DAMAGE EXCESS PAYABLE UNDER CLAUSE 12.2(A) OR REMAINS UNPAID YOU AUTHORISE US TO DEBIT THE PROVIDED CREDIT CARD WITH THAT AMOUNT WITHIN A REASONABLE TIME AFTER THE END OF THE RENTAL.

THE CREDIT CARD YOU SUPPLY US MUST BE YOUR OWN CARD ONLY. IF YOU PROVIDE US WITH ANOTHER PERSON'S CARD, THEY MUST BE PRESENT AT PICK-UP TO SIGN THE AUTHORISATION FORM.

8.5 INTEREST ON OUTSTANDING AMOUNTS

AMOUNTS OWING TO US PURSUANT TO CLAUSE 6 ACCRUE INTEREST AT THE RATE OF 10% PER ANNUM COMMENCING 14 DAYS AFTER THE END OF THE RENTAL.

8.6 DEFAULT IN PAYMENT

IF YOU DEFAULT IN THE PAYMENT OF ANY MONEY OWED TO US UNDER THE RENTAL CONTRACT, YOU AUTHORISE US TO PROVIDE INFORMATION OF THAT DEFAULT TO A CREDIT REPORTING BODY AND TO OBTAIN AN UP TO DATE CONSUMER CREDIT REPORT ON YOU. PERSONAL INFORMATION MAY BE USED AND DISCLOSED BY THE CREDIT REPORTING BODY IN ACCORDANCE WITH THE PRIVACY ACT TO CREATE OR MAINTAIN A CREDIT INFORMATION FILE CONTAINING INFORMATION ABOUT YOU, INCLUDING DEFAULTS IN EXCESS OF 60 DAYS AND THE DEBT OWED TO US.

CANCELLATION

9.1 CANCELLATION FEES

THE FOLLOWING CANCELLATION FEES ARE PAYABLE:

IF CANCELLED 30 DAYS OR MORE PRIOR TO THE PICK-UP DATE: A FEE OF \$200 (DEPOSITS UP TO \$200 ARE NON-REFUNDABLE).

IF CANCELLED WITHIN 7-29 DAYS OF THE PICK-UP DATE: 50% OF THE FULL RENTAL CHARGES.

IF CANCELLED 1-6 DAYS PRIOR TO THE PICK-UP DATE: 75% OF THE FULL RENTAL CHARGES.

IF CANCELLED ON THE DAY OF PICK-UP OR IF YOU FAIL TO NOTIFY US OF YOUR INTENDED CANCELLATION PRIOR TO THE START OF THE RENTAL AND FAIL TO PICK UP THE CAMPERVAN: NO REFUND IS PAYABLE, AND THE FULL RENTAL CHARGES WILL BE CHARGED.

9.2 CANCELLATION ACKNOWLEDGEMENT REQUIRED

A CANCELLATION IS NOT EFFECTIVE UNTIL ACKNOWLEDGED AND CONFIRMED BY A CAMPERMAN AUSTRALIA REPRESENTATIVE.

9.3 AGENT COMMISSION FORFEITED

NO COMMISSION IS PAYABLE TO OUR BOOKING AGENTS IF A CUSTOMER CANCELS THEIR BOOKING.

YOUR OBLIGATIONS

IMPORTANT NOTICE

A BREACH OF ANY OF SUB-CLAUSES 10.5, 10.6, 10.7, 10.10, 10.11, OR 10.12 IS A MAJOR BREACH OF THE RENTAL CONTRACT. SEE CLAUSE 17 FOR FURTHER DETAILS.

10.1 AT THE START OF THE RENTAL AND BEFORE COLLECTING THE CAMPERVAN YOU MUST:

- (A) PRESENT YOUR DRIVER'S LICENCE AND THAT OF ANY ADDITIONAL DRIVERS OR PERMIT COPIES OF THE DRIVERS' LICENCES TO BE MADE AND COPIED BY US
- (B) PAY THE ANTICIPATED RENTAL CHARGES AS WELL AS THE SECURITY BOND OF \$500.

10.2 **THE SECURITY BOND** WILL BE RETAINED BY US AS A SECURITY FOR THE PERFORMANCE OF ANY OF YOUR OBLIGATIONS AND LIABILITIES UNDER THE RENTAL CONTRACT, INCLUDING FOR DAMAGE, THEFT OF THE CAMPERVAN OR THIRD-PARTY LOSS OCCURRING DURING THE RENTAL PERIOD.

IT IS FULLY REFUNDABLE TO YOU PROVIDED THAT:

- (A) ALL AMOUNTS DUE TO US UNDER THE RENTAL CONTRACT HAVE BEEN PAID, INCLUDING ANY ADDED CHARGES AND REFUELLING COSTS
- (B) THE CAMPERVAN HAS BEEN RETURNED TO THE CORRECT RENTAL STATION AT THE DATE AND TIME SET ON THE RENTAL AGREEMENT.
- (C) THERE IS NO DAMAGE OR THIRD-PARTY LOSS
- (D) THE EQUIPMENT SUPPLIED PURSUANT TO CLAUSE 14.3 IS CLEAN AND IN THE SAME CONDITION IT WAS IN AT THE START OF RENTAL, SUBJECT TO REASONABLE WEAR AND TEAR;
- (E) THE FIRE EXTINGUISHER LISTED IN CLAUSE 14.1(A)(II) IS UNUSED
- (F) THE EXTERIOR AND INTERIOR OF THE CAMPERVAN ARE CLEAN
- (G) THE CAMPERVAN HAS THE CORRECT AMOUNT OF FUEL
- (H) THERE HAS NOT BEEN A MAJOR BREACH OF THE RENTAL CONTRACT,

THE SECURITY BOND WILL BE RETURNED TO THE CREDIT CARD ON FILE WITHIN TWO WEEKS AFTER THE COMPLETION OF YOUR RENTAL.

10.3 YOU AND ANY AUTHORISED DRIVER MUST PAY ALL SPEEDING, TRAFFIC FINES AND INFRINGEMENTS AS WELL AS ANY FINES OR CHARGES IMPOSED FOR PARKING OR USING THE CAMPERVAN OR RELEASE OF THE CAMPERVAN IF IT HAS BEEN SEIZED BY A REGULATORY AUTHORITY.

10.4 YOU MUST COMPLY WITH ALL MANDATORY:

- (A) SEAT BELT LAWS AND FINES MAY BE IMPOSED BY THE POLICE ON ANY DRIVER OR PASSENGER WHO DOES NOT HAVE A SEAT BELT PROPERLY ADJUSTED AND FASTENED
- (B) CHILD RESTRAINT LAWS ENSURE THAT ALL CHILDREN UNDER THE AGE OF SEVEN YEARS HAVE BEEN RESTRAINED AND HAVE BEEN FITTED CORRECTLY ACCORDING TO THE WEIGHT AND AGE OF THE CHILD AND THE RESTRAINT IS PROPERLY ADJUSTED AND FASTENED.

10.5 YOU AND ANY AUTHORISED DRIVER MUST MAKE SURE THAT THE CAMPERVAN IS LOCKED WHEN NOT IN USE OR UNATTENDED AND THE KEYS OR REMOTE-CONTROL DEVICE MUST BE KEPT IN YOUR POSSESSION, OR THAT OF ANY AUTHORISED DRIVER, AT ALL TIMES AND ARE NEVER LEFT IN THE IGNITION WHEN THE CAMPERVAN IS UNATTENDED

10.6 YOU AND ANY AUTHORISED DRIVER MUST TAKE REASONABLE CARE OF THE CAMPERVAN BY:

- (A) PREVENTING IT FROM BEING DAMAGED
- (B) MAKING SURE THAT IT IS PROTECTED FROM THE WEATHER
- (C) MAINTAINING THE ENGINE, BRAKE OILS, COOLANT LEVEL AND TYRE PRESSURES
- (D) **USING THE CORRECT FUEL TYPE – UNLEADED 91, 95, 98 NOT E10**
- (E) MAKING SURE IT IS NOT OVERLOADED.

10.7 ON A DAILY BASIS YOU AND ANY AUTHORISED DRIVER MUST CHECK:

- (A) ALL OIL LEVELS
- (B) WATER IN THE RADIATOR
- (C) ALL TYRES (VISUALLY) FOR WEAR AND CORRECT INFLATION
- (D) THE INDICATORS, BRAKE LIGHTS, HEAD LIGHTS AND TAILLIGHTS FOR CORRECT OPERATION.

10.8 WHEN THE CAMPERVAN IS REFUELLED, THE TYRE PRESSURE MUST BE CHECKED AND FILLED TO THE TYRE MANUFACTURER'S RECOMMENDED PRESSURE – 55 PSI

10.9 THE CAMPERVAN MUST BE WASHED AND CLEANED WEEKLY.

10.10 YOU MUST INFORM US IMMEDIATELY IF:

- (A) A WARNING LIGHT OR FAULT MESSAGE APPEARS
- (B) YOU SEE OR BECOME AWARE OF LOW ENGINE, BRAKE OILS, OR ENGINE COOLANT LEVELS
- (C) THE CAMPERVAN DEVELOPS ANY FAULT DURING THE RENTAL PERIOD.
- (D) ANY DAMAGE HAS BEEN CAUSED TO THE VAN, SINGLE VEHICLE DAMAGE OR COLLISION

IF YOU FAIL TO NOTIFY US AND CONTINUE TO USE THE CAMPERVAN YOU WILL BE RESPONSIBLE FOR ANY DAMAGE OR THIRD-PARTY LOSS AND YOU WILL BE FULLY LIABLE IF A BREAK DOWN OCCURS DUE TO FAILURE TO REPORT

10.11 YOU MUST NOT LET ANYONE ELSE REPAIR OR WORK ON THE CAMPERVAN OR TOW OR SALVAGE IT WITHOUT OUR PRIOR WRITTEN AUTHORITY TO DO SO

10.12 YOU MUST NOT LEAVE THE CAMPERVAN UNATTENDED FOLLOWING AN ACCIDENT AND BEFORE THE ARRIVAL OF A TOW OR SALVAGE OPERATOR.

TOLL CHARGES

11.1 THE NUMBER PLATE ON THE VEHICLE HAS BEEN REGISTERED FOR ALL TOLLS

CTP INSURANCE AND DAMAGE COVER

12.1 COMPULSORY THIRD PARTY INSURANCE

ALL CAMPERVANS HAVE COMPULSORY THIRD PARTY (CTP) INSURANCE COVER. CTP IS MANDATORY IN ALL STATES AND TERRITORIES AND PROVIDES COMPENSATION FOR BODILY INJURIES CAUSED BY VEHICLES.

IT DOES NOT PROVIDE COVER FOR ANY DAMAGE TO THE CAMPERVAN.

12.2 DAMAGE COVER AND THE DAMAGE EXCESS

(A) STANDARD DAMAGE COVER IS INCLUDED IN THE RENTAL CHARGES. SUBJECT TO THESE TERMS AND CONDITIONS, WE WILL INDEMNIFY YOU AND ANY AUTHORISED DRIVER FOR THEFT OF THE CAMPERVAN, ANY DAMAGE (EXCLUDING TYRE AND WINDSCREEN DAMAGE) OR THIRD PARTY

LOSS BUT YOU MUST PAY UP TO THE DAMAGE EXCESS OF \$500 SHOWN ON THE RENTAL AGREEMENT FOR EACH ACCIDENT OR THEFT CLAIM UNLESS:

- (i) WE AGREE YOU WERE NOT AT FAULT
- (ii) THE OTHER PARTY WAS INSURED, AND THEIR INSURANCE COMPANY ACCEPTS LIABILITY.
 - (B) THE DAMAGE EXCESS PAYABLE UNDER CLAUSE 12.2(A) WILL BE CHARGED TO YOUR CREDIT CARD:
 - (i) FOR SINGLE VEHICLE ACCIDENTS
 - (ii) IF THE CAMPERVAN HAS BEEN STOLEN, AFTER WE HAVE MADE REASONABLE ENQUIRIES AND, IN OUR OPINION, IT IS UNLIKELY THE CAMPERVAN WILL BE RECOVERED
 - (iii) FOR ACCIDENTS IN WHICH THERE IS ALSO THIRD-PARTY LOSS, AFTER:
 - (A) A REASONABLE ESTIMATE OF THE THIRD-PARTY LOSS HAS BEEN MADE.
 - (B) A REPAIRER'S ESTIMATE OR TAX INVOICE VERIFYING THE AMOUNT CHARGED FOR DAMAGE HAS BEEN OBTAINED; AND
 - (C) ALL DOCUMENTS VERIFYING THE THIRD-PARTY LOSS AND DAMAGE HAVE BEEN SENT TO YOU.

12.3 CLAIMS ADMINISTRATION FEE

ALL ACCIDENT, ATTEMPTED THEFT AND THEFT CLAIMS WILL INCUR A CLAIMS ADMINISTRATION FEE IN ADDITION TO THE DAMAGE EXCESS LIABILITY. THIS FEE IS TO COMPENSATE US FOR THE LABOUR AND ASSOCIATED COSTS WITH PROCESSING YOUR CLAIM.

DAMAGE COVER EXCLUSIONS

13.1 GENERAL EXCLUSIONS

(A) THERE IS NO DAMAGE COVER, YOU AND ANY AUTHORISED DRIVER ARE LIABLE FOR

(i) **DAMAGE OR THIRD-PARTY LOSS ARISING FROM:**

- (A) A MAJOR BREACH OF THE RENTAL CONTRACT
- (B) THE USE OF THE CAMPERVAN BY ANY DRIVER WHO IS NOT AN AUTHORISED DRIVER OR WHO IS LESS THAN 18 OR MORE THAN 85 YEARS OF AGE
- (C) A SINGLE VEHICLE ACCIDENT
 - (ii) *OVERHEAD DAMAGE*
 - (iii) *UNDERBODY DAMAGE*
 - (iv) *DAMAGE CAUSED BY IMMERSION OF THE CAMPERVAN IN WATER.*

THERE IS ALSO NO DAMAGE COVER FOR:

- (i) THE FULL COST OF REPLACING OR REPAIRING ANY ACCESSORIES SUPPLIED BY US INCLUDING, BUT NOT LIMITED TO, LOST OR BROKEN KEYS, KEYLESS START, AND REMOTE-CONTROL DEVICES

- (ii) PERSONAL ITEMS OR VALUABLE THAT ARE LEFT IN OR STOLEN FROM THE CAMPERVAN OR FOR LOSS OR DAMAGE TO PROPERTY BELONGING TO OR IN THE CUSTODY OF:
 - (A) YOU
 - (B) ANY RELATIVE, FRIEND OR ASSOCIATE OF YOURS ORDINARILY RESIDING WITH YOU OR WITH WHOM YOU ORDINARILY RESIDE
 - (C) ANY RELATIVE, FRIEND OR ASSOCIATE OF AN AUTHORISED DRIVER
 - (D) YOUR EMPLOYEES

WE STRONGLY RECOMMEND THAT YOU TAKE OUT A TRAVEL INSURANCE POLICY.

13.2 TYRE AND WINDSCREEN DAMAGE EXCLUSION

- (A) TYRE DAMAGE SUCH AS FLAT TYRES OR SPIKED TYRES AND WINDSCREEN DAMAGE ARE EXCLUDED FROM DAMAGE COVER.
 - (B) AVERAGE TYRE PRICES IN AUSTRALIA ARE \$190.00, SO PLEASE TAKE CARE OF THE CAMPERVANS TYRES AS YOU ARE RESPONSIBLE FOR ALL TYRE AND WINDSCREEN DAMAGE NOT CAUSED BY REASONABLE WEAR AND TEAR, UP TO \$500.00. IF YOU DO NOT HAVE TYRE AND WINDSCREEN COVER
-

14 EQUIPMENT SUPPLIED AND AVAILABLE FOR RENTAL

14.1 LPG GAS BOTTLE AND FIRE EXTINGUISHER

- (A) AT THE START OF RENTAL WE WILL SUPPLY:
 - (i) *ONE LPG GAS BOTTLE*
 - (ii) *ONE 2KG FIRE EXTINGUISHER*
- (B) THE LPG GAS BOTTLE IS NOT SUPPLIED FULL ON PICK-UP. A REFILL CAN BE PURCHASED FROM US FOR \$25.00 FROM THE FOLLOWING CAMPERMAN DEPOTS – CAIRNS, SYDNEY, AND MELBOURNE. THE LPG GAS BOTTLE MAY BE RETURNED EMPTY AT THE END OF THE RENTAL.
- (C) THE LPG GAS BOTTLE MUST NOT BE USED IN CONJUNCTION WITH ANY APPLIANCES (LAMPS, BBQS ETC.) NOT PROVIDED BY US
- (D) YOU ARE RESPONSIBLE FOR ANY DAMAGE TO CAMPERMAN PROPERTY, INCLUDING TO THE CAMPERVAN, CAUSED BY INCORRECT USAGE OF THE LPG GAS BOTTLE AND GAS FITTINGS.

14.2 FIRE EXTINGUISHER

AT THE END OF RENTAL, YOU WILL BE CHARGED THE REPLACEMENT COST, PLUS AN ADMINISTRATIVE FEE, IF THE FIRE EXTINGUISHER HAS BEEN USED

14.3 LIVING EQUIPMENT

LIVING EQUIPMENT AND UTENSILS ARE INCLUDED IN THE CAMPERVAN AT NO EXTRA COST. A DETAILED CHECKLIST WILL BE PROVIDED ON PICK-UP. WE WILL NOT REFUND FOR ANYTHING ADDITIONAL YOU CHOOSE TO PURCHASE

14.4 ADDITIONAL EQUIPMENT

THE FOLLOWING EXTRAS MAY BE HIRED AT EXTRA COST AND MUST BE BOOKED IN ADVANCE:

- OUTDOOR TABLE - \$20 PER RENTAL
- OUTDOOR CHAIRS - \$10 PER CHAIR PER RENTAL
- GAS BOTTLE REFILL - \$25

14.5 MISSING OR DAMAGED EQUIPMENT

YOU WILL ALSO BE CHARGED REPLACEMENT COSTS IF ANY OF THE EQUIPMENT LISTED IN CLAUSES 14.1, 14.3 OR 14.4 IS MISSING OR NOT RETURNED IN THE SAME CONDITION AS AT THE START OF RENTAL, SUBJECT TO FAIR WEAR AND TEAR.

15 ACCIDENTS, BREAKDOWNS, AND REPAIRS

15.1 BREAKDOWN

(A) TWENTY-FOUR-HOUR ROADSIDE ASSISTANCE BY MAJOR ROADSIDE ASSIST ORGANISATIONS IS PROVIDED FREE OF CHARGE FOR BREAKDOWNS (BUT NOT FOR ACCIDENTS) AND WHILST WE PROVIDE YOU WITH A CAMPERVAN OF ACCEPTABLE QUALITY AND IN GOOD WORKING ORDER BREAKDOWNS DO OCCUR.

(B) IF THE CAMPERVAN BREAKS DOWN DURING THE RENTAL PERIOD YOU ARE LEGALLY REQUIRED TO CONTACT US ON THE FREE HELPLINE 1800 216 223 IMMEDIATELY

YOU MUST FOLLOW OUR INSTRUCTIONS.

SUBJECT TO THE AUSTRALIAN CONSUMER LAW, IN CASES WHERE THE BREAKDOWN IS OUR RESPONSIBILITY, OUR LIABILITY IS LIMITED TO REFUNDING THE DOWNTIME THAT THE CAMPERVAN IS IN A REPAIR SHOP AND THE TIME LOST THROUGH NOT BEING ABLE TO DRIVE THE CAMPERVAN.

NO ALTERNATIVE ACCOMMODATION OR FOOD ITEMS WILL BE PAID FOR DURING SUCH DOWN TIME. HOWEVER, YOU MAY CHOOSE BETWEEN CAMPERMAN REFUNDING FOR THE LOST TIME OR PAYING FOR ACCOMMODATION WITH A MAXIMUM OF \$80 PER NIGHT.

15.2 REFUND FOR LOST TIME

ANY REFUND FOR ON-ROAD PROBLEMS WILL BE MADE AT THE END OF THE RENTAL. DOWN TIME WILL BE CALCULATED IN HOURS, NOT DAYS, THE REPAIR TIME WILL BE CALCULATED, AND THE DOWNTIME REIMBURSED AND CREDITED TO THE CREDIT CARD ON FILE.

COMPENSATION IS DISCUSSED WITH THE COMPLAINTS TEAMS VIA EMAIL ONLY AT THE END OF YOUR RENTAL

15.3 MINOR REPAIRS

MINOR REPAIRS TO MECHANICAL ITEMS AND OIL CONSUMPTION UP TO \$50 WILL BE REIMBURSED BUT YOU MUST KEEP AND PROVIDE US WITH THE ORIGINAL TAX INVOICES AND RECEIPTS. ANY ENTITLEMENT TO REIMBURSEMENT IS SUBJECT TO THERE BEING NO MAJOR BREACH OF THE RENTAL CONTRACT.

15.4 BATTERY

SHOULD YOU REQUEST ROADSIDE ASSIST BECAUSE OF A FLAT BATTERY, AND IT IS DETECTED THAT THE CAUSE WAS DUE TO YOUR FAULT, YOU WILL BE RESPONSIBLE FOR THE

\$110 CALLOUT FEE INCURRED BY THE RACQ. IF THE FAULT WITH THE BATTERY IS DUE TO MECHANICAL PROBLEMS, THERE WILL BE NO CHARGE.

15.5 OVERHEATING

IN THE EVENT OF THE CAMPERVAN MOTOR OVERHEATING AND BEING DRIVEN CONTINUALLY UNTIL IT CAN NO LONGER FUNCTION, OR ANY DAMAGE TO THE CAMPERVAN CAUSED RECKLESSLY BY YOU OR AN AUTHORISED DRIVER, WE HAVE THE RIGHT TO TERMINATE THE RENTAL CONTRACT IMMEDIATELY AND TO FINALISE AND CANCEL FURTHER USE OF THE CAMPERVAN AT YOUR EXPENSE, INCLUDING ALL TOWING, TRANSPORT AND REPAIRS.

15.6 NO RESPONSIBILITY

(A) SUBJECT TO THE AUSTRALIAN CONSUMER LAW, WE ARE NOT RESPONSIBLE FOR:

- (i) *REPLACING OR COMPENSATING YOU FOR SPOILED FOOD CAUSED BY A FRIDGE MALFUNCTION OR MEALS PURCHASED DUE TO THE LACK OF FOOD STORAGE*
- (ii) *DAMAGE TO YOUR PROPERTY CAUSED BY WATER DUE TO LEAKS*
- (iii) *PRE-ORGANISED TOURS YOU HAVE MISSED DUE TO CAMPERVAN REPAIRS OR BREAKDOWNS, AND WE WILL NOT REIMBURSE ANY NON-REFUNDABLE DEPOSITS OR OTHER ASSOCIATED COSTS INCURRED BY YOU AS A RESULT.*
- (iv) *FLIGHTS YOU HAVE MISSED*
- (v) *HOLIDAY PLANS THAT ARE DISRUPTED*
- (vi) *LOSS OF ENJOYMENT*
- (vii) *ADDITION CAMP SITES YOU HAVE BOOKED DUE TO BATTERY/POWER ISSUES*
- (viii) *LOSS OR INCONVENIENCE CAUSED BY NATURAL DISASTERS SUCH AS FLOODS, CYCLONES, HAILSTORMS, EARTHQUAKES, BUSHFIRES, OR PANDEMICS*
- (ix) *CONSEQUENTIAL OR ECONOMIC LOSS*

(B) WE ARE ALSO NOT RESPONSIBLE FOR:

- (i) *DAMAGE AS A RESULT OF USE OF THE INCORRECT FUEL TYPE*
- (ii) *TYRE CHANGING*
- (iii) *LOST, DAMAGED KEYS, OR REMOTE-CONTROL DEVICE*
- (iv) *KEYS OR REMOTE-CONTROL DEVICE LOCKED IN THE CAMPERVAN.*

EXTRA CHARGES WILL APPLY IF ANY OF THESE SERVICES ARE PROVIDED AT YOUR REQUEST.

15.7 FAILURE TO ALLOW CAMPERMAN TO RECTIFY ANY ON ROAD ISSUES INCLUDING BREAKDOWNS, LEAKING VANS, FAULTY/BROKEN PARTS ON THE VAN WILL RESULT IN NO REFUNDS. THIS WILL MAKE CAMPERMAN NOT LIABLE FOR REFUNDING THE HIRER.

16 ACCIDENT REPORTING

IMPORTANT NOTICE

A BREACH OF ANY PART OF THIS CLAUSE 16 IS A MAJOR BREACH OF THE RENTAL CONTRACT. SEE CLAUSE 17 FOR FURTHER DETAILS.

16.1 IF YOU OR AN AUTHORISED DRIVER HAVE AN ACCIDENT OR IF THE CAMPERVAN IS STOLEN YOU LEGALLY MUST REPORT THE ACCIDENT OR THEFT TO US WITHIN 24 HOURS OF IT OCCURRING AND FULLY COMPLETE AN ACCIDENT/THEFT REPORT FORM OR CAMPERMAN AUSTRALIAN MAY TERMINATE YOUR RENTAL CONTRACT AND YOU WILL BE LIABLE FOR THE FULL DAMAGE CHARGES AS YOU HAVE BROKEN YOUR RENTAL AGREEMENT

16.2 IF THE CAMPERVAN IS STOLEN OR IF YOU OR AN AUTHORISED DRIVER OF THE CAMPERVAN HAVE AN ACCIDENT WHERE:

- (A) A PERSON IS INJURED
- (B) THE OTHER PARTY HAS FAILED TO STOP OR LEAVES THE SCENE OF THE ACCIDENT WITHOUT EXCHANGING DETAILS
- (C) THE OTHER PARTY APPEARS TO BE UNDER THE INFLUENCE OF DRUGS OR ALCOHOL, YOU OR THE AUTHORISED DRIVER MUST ALSO REPORT THE THEFT OR ACCIDENT TO THE POLICE.

16.3 IF YOU OR AN AUTHORISED DRIVER HAS AN ACCIDENT YOU AND THE AUTHORISED DRIVER MUST:

- (A) EXCHANGE NAMES, ADDRESSES, CONTACT DETAILS AND EMAIL ADDRESSES WITH THE OTHER DRIVER
- (B) TAKE THE REGISTRATION NUMBERS OF ALL VEHICLES INVOLVED
- (C) TAKE AS MANY PHOTOS AS IS REASONABLE SHOWING:
 - (i) *THE POSITION OF THE VEHICLES BEFORE THEY ARE MOVED FOR TOWING OR SALVAGE*
 - (ii) *THE DAMAGE TO THE CAMPERVAN*
 - (iii) *THE DAMAGE TO ANY THIRD-PARTY VEHICLE OR PROPERTY*
 - (iv) *THE GENERAL AREA WHERE THE ACCIDENT OCCURRED, INCLUDING ANY ROAD OR TRAFFIC SIGNS*
- (D)
- (E) FORWARD ALL THIRD-PARTY CORRESPONDENCE OR COURT DOCUMENTS TO US WITHIN 7 DAYS OF RECEIPT
- (F) CO-OPERATE WITH US IN THE PROSECUTION OF ANY LEGAL PROCEEDINGS THAT WE MAY INSTITUTE OR DEFENCE OF ANY LEGAL PROCEEDINGS WHICH MAY BE INSTITUTED AGAINST YOU OR US AS A RESULT OF AN ACCIDENT, INCLUDING ATTENDING:
 - (i) *OUR LAWYER'S OFFICE; OR*
 - (ii) *ANY COURT HEARING.*

16.4 YOU MUST NOT:

- (A) MAKE ANY ADMISSION OF FAULT
- (B) PROMISE TO PAY THE OTHER PARTY'S CLAIM, OR
- (C) RELEASE THE OTHER PARTY FROM ANY LIABILITY.

17 CONSEQUENCES OF A MAJOR BREACH OF THE RENTAL CONTRACT

17.1 IF YOU OR ANY AUTHORISED DRIVER:

- (A) COMMIT A MAJOR BREACH OF THE RENTAL CONTRACT IN A WAY THAT CAUSES DAMAGE, THEFT OF THE CAMPERVAN OR THIRD-PARTY LOSS
- (B) DRIVE THE CAMPERVAN IN A RECKLESS MANNER SO THAT A SUBSTANTIAL BREACH OF ROAD SAFETY LEGISLATION, HAS OCCURRED

YOU AND ANY AUTHORISED DRIVER:

- (i) HAVE NO DAMAGE COVER IN THE CAMPERVAN
- (ii) (ii) ARE LIABLE FOR ALL DAMAGE, THEFT OF THE CAMPERVAN AND THIRD-PARTY LOSS
- (iii) (iii) ARE LIABLE FOR AND MUST PAY ANY ADDITIONAL COSTS OR EXPENSES WE INCUR AS A DIRECT CONSEQUENCE
- (iv) 17.2 ACTING REASONABLY, WE MAY TERMINATE THE RENTAL CONTRACT AND TAKE IMMEDIATE POSSESSION OF THE CAMPERVAN IF A BREACH OF ANY PART OF CLAUSE 17.1 HAS OCCURRED.

18 PRIVACY

IMPORTANT NOTICE

A BREACH OF SUB-CLAUSE 18.5 IS A MAJOR BREACH OF THE RENTAL CONTRACT. SEE CLAUSE 17 FOR FURTHER DETAILS.

- 18.1** WE ARE COMMITTED TO RESPECTING PRIVACY AND WILL NOT COLLECT, USE OR DISCLOSE YOUR PERSONAL INFORMATION WERE DOING SO WOULD BE CONTRARY TO LAW.
- 18.2** WHEN WE COLLECT YOUR PERSONAL INFORMATION, WE WILL DO SO ONLY FOR THE PURPOSE OF PROVIDING RENTAL SERVICES TO YOU. IF YOU CHOOSE NOT TO PROVIDE THIS INFORMATION TO US, WE MAY NOT BE ABLE TO PROVIDE THOSE RENTAL SERVICES TO YOU.
- 18.3** WE TAKE REASONABLE STEPS TO MAKE SURE YOUR PERSONAL INFORMATION IS ACCURATE, UP TO DATE AND COMPLETE AND THAT IT IS PROTECTED FROM MISUSE, LOSS OR UNAUTHORISED ACCESS, MODIFICATION, OR DISCLOSURE.
- 18.4** WE MAY FIT A GPS TRACKING DEVICE TO THE CAMPERVAN TO ENABLE US TO TRACK THE CAMPERVAN WHEN IT IS OUT OF OUR POSSESSION. WHEN YOU SIGN THE RENTAL AGREEMENT, YOU ARE AUTHORISING US TO USE THE GPS TRACKING DEVICE TO TRACK THE CAMPERVAN UNTIL IT IS RETURNED TO US.
- 18.5** YOU MUST NOT TAMPER WITH THE GPS TRACKING DEVICE OR REMOVE IT FROM THE CAMPERVAN.

19 DEFINITIONS AND INTERPRETATION

19.1 DEFINITIONS

IN THESE TERMS AND CONDITIONS:

ACCIDENT MEANS AN UNINTENDED AND UNFORESEEN INCIDENT, INCLUDING:

- (A) A COLLISION BETWEEN THE CAMPERVAN AND ANOTHER VEHICLE OR OBJECT, INCLUDING ANIMALS AND ROADSIDE INFRASTRUCTURE
- (B) ROLLOVERS
- (C) A WEATHER EVENT, INCLUDING HAIL DAMAGE

THAT RESULTS IN DAMAGE OR THIRD-PARTY LOSS.

AUTHORISED DRIVER MEANS ANY DRIVER OF THE CAMPERVAN WHO IS APPROVED BY US AND WHO IS RECORDED ON THE RENTAL AGREEMENT PRIOR TO THE START OF THE RENTAL.

CAMPERVAN MEANS THE CAMPERVAN DESCRIBED IN THE RENTAL AGREEMENT AND INCLUDES ITS PARTS, COMPONENTS, AND ACCESSORIES, INCLUDING THE GPS UNIT.

DAMAGE MEANS:

- (A) ANY LOSS OR DAMAGE TO THE CAMPERVAN INCLUDING ITS PARTS, COMPONENTS AND ACCESSORIES, INCLUDING THE GPS UNIT, THAT IS NOT FAIR WEAR AND TEAR;
- (B) TOWING AND SALVAGE COSTS
- (C) ASSESSING FEES
- (D) CLAIMS ADMINISTRATION FEE
- (E) LOSS OF USE

AND FOR THE REMOVAL OF DOUBT, ANY DAMAGE TO THE WINDSCREEN, HEADLIGHTS, LIGHTS OR TYRES THAT MAKES THE CAMPERVAN UNROADWORTHY IS NOT FAIR WEAR AND TEAR

DAMAGE EXCESS MEANS THE AMOUNT, INCLUDING GST, UP TO WHICH YOU MUST PAY US IN THE EVENT OF AN ACCIDENT OR ATTEMPTED THEFT THAT CAUSES DAMAGE, THIRD PARTY LOSS OR THE CAMPERVAN HAS BEEN STOLEN AND NOT RECOVERED.

END OF THE RENTAL MEANS THE DATE AND TIME SHOWN IN THE RENTAL AGREEMENT OR THE DATE AND TIME THE CAMPERVAN IS RETURNED TO US, WHICHEVER IS THE LATER.

GPS TRACKING DEVICE MEANS A GPS OR OTHER DEVICE THAT IS FITTED TO THE CAMPERVAN THAT HAS ELECTRONIC TRACKING CAPABILITIES TO DETERMINE ITS LOCATION AND OTHER DATA INCLUDING SPEED AND FUEL LEVELS.

LOSS OF USE MEANS OUR LOSS CALCULATED ON A DAILY BASIS AT THE DAILY RATE SHOWN IN THE RENTAL AGREEMENT BECAUSE THE CAMPERVAN IS BEING REPAIRED OR REPLACED IF IT IS WRITTEN OFF AS A RESULT OF AN ACCIDENT OR IT HAS BEEN STOLEN.

MAJOR BREACH MEANS A BREACH OF ANY OF THE FOLLOWING CLAUSES:

- (A) 2 (ALL PARTS); 3 (ALL PARTS); 4 (ALL PARTS); 7.1, 10.5, 10.6, 10.7, 10.10, 10.11, 10.12, OR 15.5, THAT CAUSES DAMAGE, THEFT OF THE CAMPERVAN OR THIRD PARTY LOSS;

(B) 16 (ALL PARTS) THAT PREVENTS US FROM PROPERLY INVESTIGATING A CLAIM ARISING FROM AN ACCIDENT OR THEFT OR FROM PROSECUTING OR DEFENDING ANY ACCIDENT OR THEFT CLAIM; OR

(C) 18.5.

OFF ROAD MEANS ANY AREA THAT IS NEITHER A SEALED OR AN UNSEALED ROAD AND INCLUDES BUT IS NOT LIMITED TO UNFORMED ROADS, FIRE TRAILS, TRACKS, RIVER AND TIDAL CROSSINGS, CREEK BEDS, BEACHES, STREAMS, DAMS, RIVERS, FLOOD WATERS, SAND, DESERTS, ROCKS, FIELDS, AND PADDOCKS.

OVERHEAD DAMAGE MEANS:

(A) DAMAGE AT OR ABOVE THE LEVEL FROM THE TOP OF THE FRONT WINDSCREEN OF THE CAMPERVAN

(B) THIRD PARTY LOSS

CAUSED BY:

(i) CONTACT BETWEEN THE PART OF THE CAMPERVAN THAT IS AT OR ABOVE THE LEVEL OF THE TOP OF THE FRONT WINDSCREEN WITH OBJECTS OVERHANGING OR OBSTRUCTING ITS PATH

(ii) OBJECTS BEING PLACED ON THE ROOF OF THE CAMPERVAN

(iii) YOU OR ANY PERSON STANDING OR SITTING ON THE ROOF OF THE CAMPERVAN.

RENTAL CHARGES MEANS THE CHARGES PAYABLE FOR RENTING THE CAMPERVAN FROM US TOGETHER WITH GST AND ANY OTHER TAXES OR LEVIES WHICH ARE ALL FULLY SET OUT IN THE RENTAL AGREEMENT.

RENTAL STATION MEANS THE LOCATION FROM WHICH THE CAMPERVAN HAS BEEN HIRED FROM, AS SHOWN ON THE RENTAL AGREEMENT.

RENTAL PERIOD MEANS THE PERIOD COMMENCING AT THE TIME SHOWN IN THE RENTAL AGREEMENT AND CONCLUDING AT THE END OF THE RENTAL.

SECURITY BOND MEANS THE AMOUNT OF \$500 WE COLLECT FROM YOU AT THE START OF THE RENTAL AS SECURITY FOR THE RENTAL CHARGES AND OTHER FEES AND CHARGES INCURRED DURING YOUR RENTAL.

SINGLE VEHICLE ACCIDENT MEANS AN ACCIDENT WHERE DAMAGE IS CAUSED TO THE CAMPERVAN AND YOU ARE THE ONLY VEHICLE INVOLVED, OR WHEN THE ACCIDENT IS WITH ANOTHER VEHICLE, BUT YOU ARE UNABLE TO PROVIDE US WITH THE OTHER DRIVER'S DETAILS.

EXAMPLES OF SINGLE VEHICLE ACCIDENTS INCLUDE:

(A) COLLISIONS WITH TREES, GUIDEPOSTS, OR OTHER ROADSIDE INFRASTRUCTURE, WHETHER INTENTIONALLY OR NOT

(B) COLLISIONS WITH ANIMALS

(C) ROLLOVERS OR OVERTURNING THE CAMPERVAN

(D) ANY OTHER DAMAGE DONE TO THE CAMPERVAN FOR ANY REASON WHEN NO OTHER VEHICLE IS DIRECTLY INVOLVED.

A SINGLE VEHICLE ACCIDENT CARRIES AN ADDITIONAL \$250.00 SECURITY BOND THAT WILL BE CHARGED AGAINST THE CREDIT CARD ON FILE AT THE TIME OF THE ACCIDENT.

CAMPERMAN AUSTRALIA HAS AUTHORISATION TO CHARGE THE PROVIDED CARD ON FILE AS SOON AS WE ARE MADE AWARE OF DAMAGE THAT HAS OCCURRED TO THE VAN

START OF THE RENTAL MEANS THE DATE AND TIME THAT THE RENTAL COMMENCES AS SHOWN IN THE RENTAL AGREEMENT.

THIRD PARTY LOSS MEANS LOSS OR DAMAGE TO THIRD PARTY PROPERTY, INCLUDING OTHER MOTOR VEHICLES AND ANY CLAIM FOR THIRD PARTY LOSS OF INCOME.

UNDERBODY DAMAGE MEANS ANY DAMAGE TO THE CAMPERVAN CAUSED BY OR RESULTING FROM CONTACT BETWEEN THE UNDERSIDE OF THE CAMPERVAN AND ANY PART OF THE ROADWAY OR ANY OBJECT OR OBSTRUCTION, INCLUDING KERBS, GUTTERS, SPEED OR ROAD HUMPS, BARRIERS OR WHEEL STOPS AND DOES NOT ARISE AS A RESULT OF AN IMPACT WITH ANOTHER VEHICLE.

UNSEALED ROAD MEANS A ROAD, OTHER THAN A ROAD THAT IS UNDERGOING TEMPORARY ROADWORKS, THAT HAS BEEN FORMED AND CONSTRUCTED BUT IS NOT SEALED WITH A HARD MATERIAL SUCH AS TAR, BITUMEN OR CONCRETE.

WE, US, OUR, MEANS CAMPERMAN AUSTRALIA GROUP PTY LTD ABN 26 108 103 206.

YOU, YOUR MEANS THE PERSON, WHETHER IT IS AN INDIVIDUAL, A FIRM OR COMPANY OR GOVERNMENT AGENCY THAT RENTS THE CAMPERVAN FROM US AND WHOSE NAME IS SHOWN IN THE RENTAL AGREEMENT.

19.2 INTERPRETATION

IN THESE TERMS AND CONDITIONS, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(A) HEADINGS ARE FOR CONVENIENCE ONLY AND DO NOT FORM PART OF THE TERMS AND CONDITIONS OR AFFECT THEIR INTERPRETATION

(B) WHERE YOU COMPRISES TWO OR MORE PERSONS EACH IS BOUND JOINTLY AND SEVERALLY.

19.3 RELOCATIONS

RELOCATIONS ARE SUBJECT TO CHANGE OR CANCELLATION WITHOUT NOTICE WITH FULL HIRE BOOKINGS TAKING PRIORITY ON ALL OCCASIONS.

MINIMUM AGE FOR RELOCATION DRIVERS IS 18 YEARS OF AGE.

A SECURITY BOND OF \$2000 PRE-AUTHORISATION WILL BE HELD FOR ALL RELOCATIONS, THIS IS HELD BY THE CARD ISSUER (NOT CAMPERMAN)

AN ADMINISTRATION CHARGE OF \$70.00 WILL BE CHARGED ON ALL RELOCATIONS

ALL RELOCATION CAMPERVANS ARE PACKED WITH ALL LINEN AND COOKING UTENSILS PRIOR TO YOUR PICK-UP THE CAMPERVAN. IF THE CAMPERVAN IS RETURNED DIRTY YOU WILL BE CHARGED A \$75.00 CLEANING FEE

IF FREE FUEL IS INCLUDED RECEIPTS MUST BE PRESENTED AT DROP OFF.

CANCELLATION FEE OF \$100 APPLIES TO ALL CANCELLATIONS OF RELOCATIONS.

COMPENSATION OF ANY KIND WILL **NOT** BE PAID ON RELOCATIONS.