

Rental Agreement Terms and Conditions

These Adventure Rentals specific terms apply to all rentals that commence in Australia. Adventure Rentals Terms and Conditions are also included via a link below for rental of the vehicle. The Adventure Rentals Terms and Conditions apply to all rentals in Australia and may change between online booking and the start of rental. All bookings are also subject to availability on the day of pick up.

1. Your rental contract

1.1 This Contract (Rental Contract) You have entered into with Adventure Rentals comprises the rental document for the hire of the Mitsubishi Pajero (Rental Agreement) and the terms and conditions of rental (Terms and Conditions). When We refer to the Rental Contract We mean both the Rental Agreement and the Terms and Conditions.

1.2 The date of the Rental Contract is the date that is shown in the Rental Agreement.

1.3 Please read the Rental Contract carefully. If there is anything that You do not understand please contact Adventure Rentals before signing the Rental Contract, as Your signature is Your acknowledgement that You have read and understood the Rental Contract in its entirety and that You are bound by it.

1.4 There are words and phrases used in the Rental Contract that have a particular meaning that You need to be familiar with.

Adventure Rentals means Adventure Rentals Pty Ltd ACN 068 271 572.

Adventure Rentals Toyota Hilux 4WD Camper means an Adventure Rentals 4WD Toyota Hilux which includes Camping Accessories.

Adventure Rentals Toyota Prado 4WD means an Adventure Rentals 4WD Toyota Prado which includes 50L fridge, table and chairs.

Adventure Rentals Toyota Prado 4WD Camper means an Adventure Rentals 4WD Toyota Prado which includes Camping Accessories.

Adventure Rentals Mitsubishi Pajero 4WD Camper means an Adventure Rentals 4WD Mitsubishi Pajero which includes Camping Accessories.

Accident means an unintended and unforeseen collision between the Vehicle and any other object, including another vehicle, that results in Damage or Third Party Loss.

Administration Fee means the fee charged by Us for the administrative costs associated with Your rental.

Authorised Driver means any driver approved and recorded by Us, either on the Rental Agreement or by prior written agreement.

Contract means the document entitled “Contract” to which these Terms are attached signed by the Hirer;

Camping Accessories means any roof top tents, ground tents, mattresses, linen, refrigerators, gas burners, cookware, cutlery, tableware, utensils, tables, chairs and any other camping accessories supplied by Adventure Rentals.

Damage means:

(a) any loss or damage to the Vehicle or the Camping Accessories while they are in Your possession or control; (b) any loss, damage, expense, cost or liability incurred by Adventure Rentals in relation to any breach of this Rental Agreement by You; and

(c) any Loss of Use; but excludes reasonable wear and tear.

Debit Card means Debit MasterCard or Visa Debit Card.

Extras Reduction (ER) means products You may purchase at the Start of Rental at extra cost to reduce Your Damage liability.

Final Inspection means the inspection carried out after We have taken possession of and fully examined and cleaned the Vehicle at the end of the Rental Period.

GST has the meaning used in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Loss of Use means any loss, damage, expense, cost or liability incurred by Adventure Rentals on account of it being unable to use the Vehicle or Camping Accessories outside the Rental Period due to:

(a) any breach of this Rental Agreement by You;

(b) theft of the Vehicle or Camping Accessories while they were in Your possession or control immediately prior to the theft; or

(c) the Vehicle or Camping Accessories being repaired or replaced on account of an event for which You are liable under clause 4.

Off Road means any area that is not a gazetted road nor a sealed road nor 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 to the vehicle or Camping Accessories at or above the level of the top of the front windscreen of the Vehicle;

(b) Damage to any part of the pantech or box section of a Commercial Vehicle; or

(c) Third Party Loss,

caused by:

- (i) contact between the part of the Vehicle or Camping Accessories at or above the level of the top of the front windscreen with objects overhanging or obstructing the vehicle or Camping Accessories path;
- (ii) use of a Commercial Vehicle so that its height exceeds the maximum height of the Vehicle (taking into account any Camping Accessories) permitted by law, by-law, regulation or advisory sign in the area of use;
- (iii) objects being placed on the roof of the Vehicle; or
- (iv) You or any person standing or sitting on the roof of the Vehicle.

Rental Agreement comprises the document titled “Rental Agreement” and these Terms and Conditions

Rental Charges means all rental and associated charges plus GST or other taxes and levies required by law all shown in the Rental Agreement.

Rental Location means the branch or rental location from which You hire the Vehicle from and return to as specified in the Rental Agreement.

Rental Period means the period shown in the Rental Agreement or as extended by Us.

Security Liability Bond (SLB) means the amount You must pay Us in the event of Damage, theft of the Vehicle or Third Party Loss. The maximum amount payable, which may include a claims administration fee for handling Your claim, is shown in the Rental Agreement and is subject to GST.

Security Liability Deposit Bond means the Standard Damage Liability Amount as reduced by any Excess Reduction Option accepted by the Hirer (Security Bond) prior to the commencement of the Hire Period.

Single Vehicle Accident means an Accident that occurs on an Unsealed Road where Unsealed Road Cover – 4WD or Unsealed Road Cover – ALWD have been purchased and the Accident does not involve an impact between the Vehicle and another moving vehicle. It includes but is not limited to:

- (a) impacts with animals, roadside infrastructure, vegetation, rocks and obstacles;
- (b) rollovers; or
- (c) impacts with any stationary object, including other stationary parked vehicles.

Sunday and Afterhours Fee means the extra amount payable to Us when a Vehicle is hired or returned on a Sunday, Public Holiday or outside of business hours. This amount is shown in the Rental Agreement and is subject to GST.

Snow Line means the gates leading to any of the national parks or snowfields in Australia between 1 June and 31 October, or any area where it is indicated or required that snow chains are to be fitted to the Vehicle.

Start of Rental means the date and time that the rental commences at the Rental Station shown in the Rental Agreement.

Third Party Loss means any loss or damage to third party property, including other motor vehicles, and any third party claim for loss of income or consequential loss.

Underbody Damage means any Damage to the Vehicle or Camping Accessories below the level from the top of the front or rear bumper (whichever is the higher) and whether or not any other parts of the Vehicle are damaged at the same time including the underside of the Vehicle, drive train, chassis, steering, suspension, brakes, exhaust, floor pan, floorboard, foot well and fuel systems that is caused by or directly results from:

- (a) the Vehicle's contact with any part of the road way or any track;
- (b) immersion, submersion or wading in water, contact with salt water, being in contact with, or driven on, salt lakes or salt flats, floods or flooding or beach driving; or
- (c) the Vehicle's contact with any object or obstruction including (without limitation) kerbs, gutters, speed or road bumps, barriers, wheel stops, rocks, ruts, debris, river beds, sand or ridges.

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

Vehicle means the 4WD vehicle specified in the Schedule and includes all tools, components, keys, keyless start devices, remote control devices, audio equipment, manufacturer's standard tools and accessories, and nonstandard items, tools or equipment supplied with or fitted to the Vehicle but excluding the Camping Accessories.

We, Us, Our means Adventure Rentals as shown in the Rental Agreement.

You, Your means the person, firm, company or organisation renting the Vehicle or any Authorised Driver shown in the Rental Agreement.

Your Adventure Rentals Account means Your credit card, charge account or Debit Card nominated at the Start of Rental for the debiting of charges under the Rental Contract.

2. Rental period

2.1 Your rental of the Vehicle from Us is for the Rental Period and at the rate and charges shown in the Rental Agreement.

2.2 The Vehicle **must** be returned to the Rental Location on the date and by the time as specified in the Rental Agreement

2.3 Unless otherwise agreed, the minimum Rental Period for the Vehicle is five days (“Minimum Rental Period”). The Minimum Rental Period may be varied by agreement between the parties. Adventure Rentals is under no obligation to agree to a variation to the Minimum Rental Period. However, if Adventure Rentals is willing to do so, we will advise You prior to entering into this Rental Agreement.

2.4 Rental days are calculated on a calendar day basis. When calculating the number of days the Vehicle and Camping Accessories are rented, the day of pick up is counted as day one of the Rental Period, regardless of pick up time. The day of the return of the Vehicle and Camping Accessories is counted as the final day of the Rental Period regardless of the return time. The Vehicle and Camping Accessories must be returned by 4.00pm on the final day of hire if the return day is a weekday, or by the time specified in the Rental Agreement if the return day is a Saturday, Sunday or Public Holiday.

2.5 We understand that circumstances change and that You may require the Vehicle for longer than the Rental Period. If so, You **must** notify Us at least 24 hours prior to the expiration of the Rental Period.

2.6 If We have agreed to an extension of the Rental Period we will charge your card with verbal or written confirmation for the balance owing and we will send an updated version of Our prior written agreement varying these conditions.

2.7 If You fail to notify Us at least 24 hours before the expiration of the Rental Period that You require an extension, We may:

- (a) terminate the Rental Contract; and
- (b) recover the Vehicle by lawful means.

2.8 Late pick up or early return of the Vehicle or Camping Accessories does not entitle You to any refund of the unused portion of the Rental Period.

2.9 A ‘No Show’ fee may apply if You fail to notify Us of Your intended cancellation prior to the date and time of the commencement of Your reservation.

3. Costs, charges & payment

3.1 Full payment of the estimated total hire charges calculated at the daily hire rate (including all ancillary fees and charges) for the duration of the Rental Period plus the amount payable to cover the Security Liability Deposit Bond is due and payable in accordance to this clause 3.

3.2 All amounts referred to in this Rental Agreement are: (a) in Australian dollars; and (b) unless stated otherwise, inclusive of any GST.

3.3 All amounts required to be paid by You under this Rental Agreement: (a) must be paid in Australian dollars; and (b) will be taken to have been paid upon receipt of a notification from the credit card issuer that a charge to Your credit card for the required amount has been approved.

3.4 To Confirm a booking You must pay Us a booking deposit to the value of 20% of the full amount of the hire charges in respect of the Vehicle and/or Camping Accessories at the rate or rates specified in the contract (“Deposit”) within 7 days of the booking being made. The balance of all Rental Charges in respect of the Vehicles and/or Camping Accessories (“Hire Balance”) is payable no later than 30 days prior to the commencement of the Rental Period. We reserve the right to increase any Rental Charges payable by You in respect of the Vehicles and/or Camping Accessories at any time prior to payment of the Rental Balance in full.

3.5 To secure the performance of Your obligations under the Rental Agreement, You shall provide a security bond equal to the Security Liability Deposit Bond Amount as reduced by any Excess Reduction Option accepted by the Hirer (Security Liability Bond) prior to the commencement of the Rental Period.

a) The Security Liability Bond shall be in the form of an imprint of Your credit card and You expressly authorise the Company to charge that credit card at any time for an amount up to the amount of the Security Liability Bond to cover payment of any amounts payable by You under the Hire Agreement.

b) The Company reserves the right at any time, in the Company’s absolute discretion, to require that You satisfy the Security Liability Bond by way of a cash or a credit card payment in the sum of the Security Liability Bond. We may retain the Security Liability Bond for a period of either 21 days after the conclusion of the Rental Period, or such other period as is reasonably required by Us to determine Your liability to Us under the terms of the Rental Agreement and to attend to payment of that liability from the Security Liability Bond.

c) Should a Security Liability Bond be satisfied by way of credit card, We accept no liability for variances in exchange rates, interest or fees charged by Your financial institution.

d) The Security Liability Bond cannot be paid with either a Debt Card or Pre-paid Credit Card.

3.6 Payments may be made by credit card, or electronic funds transfer. You irrevocably and unconditionally authorises Us to charge Your credit card and/or bank account nominated by You for payments of the amounts referred to in this clause 3.

3.7 All payments made by Visa or Mastercard attract a 1.5% surcharge, American Express 2.6% surcharge

3.8 You acknowledge that advertised rates are subject to change. All Rental Charges applicable to Your hire will be calculated as at the time of booking regardless of any subsequent change to advertised rates.

3.9 Any refunds due to You under the Rental Agreement will be refunded to You in Australian dollars.

3.10 Where We are required to refund amounts previously paid by You in a currency other than Australian dollars, there may be a difference between the amount initially paid by You and the amount repaid by US due to exchange rate fluctuations and bank fees. We accept no liability for any such difference, and You accept all exchange rate fluctuation risks and liabilities for bank fees.

4. Collection and Return of Vehicles

4.1 The Vehicle and any Camping Accessories must be collected and returned by You at the time, date and location specified in the Schedule. Vehicles or Camping Accessories collected or returned outside of these hours, on a gazetted public holiday or on a Sunday may incur a fee of \$110 in addition to any other late fees and charges payable.

4.2 We will provide the Vehicle and Camping Accessories to You in a clean and tidy condition, in good working order and, in the case of the Vehicle, with a full fuel tank.

4.3 You must return the Vehicle and Camping Accessories on the return date, at the return time and to the location set out in the Booking Confirmation and Rental Agreement. The Vehicle and the Camping Accessories must be returned to Us in a clean and tidy condition, in good working order (except for reasonable wear and tear) and, in the case of the Vehicle, with a full fuel tank.

4.4 If You do not return the Vehicle to Us with a full fuel tank or at least equal to the level it was at the commencement of the Rental Period as specified in the relevant Rental Vehicle Condition Report, You will be charged a re-fuelling fee of \$3 per litre to re-fuel the Vehicle.

4.5 If We consider that, acting reasonably, the Vehicle or the Camping Accessories have not been returned in a clean and tidy condition, We may charge You a cleaning fee of \$88 per hour, calculated on the basis of how long it takes to clean the Vehicle and Camping Accessories. Examples of where this fee may be charged include where the Vehicle or the Camping Accessories are: (a) affected by odours, including on account of smoking or animals; or (b) contaminated with dust, dirt, sand or other pollutants. This fee is in addition to Your other liabilities under this Rental Agreement, including in relation to Damage.

4.6 If there is Damage or Third Party Loss to the Vehicle or Camping Accessories, or the Vehicle and Camping Accessories have been stolen You must pay Us up to the SLB shown in the Rental Agreement even if you have travel or rental vehicle excess insurance.

4.7 Subject to the Damage Cover exclusions in clause 5 Your Security Liability is reduced if You purchased an Excess Reduction (ER).

4.8 You will not have to pay the SLB shown in the Rental Agreement for a claim for Damage or Third Party Loss if, acting reasonably, We agree that You were not at fault and:

(a) You are ordinarily an Australian resident;

(b) You hold an Australian drivers licence;

(c) You have fully completed Our Incident Report Form with:

(i) the name, residential address, contact phone and licence number of any person involved (Third Party);

(ii) the registration numbers of all vehicles involved; (Third Party)

iii) an accurate written and diagrammatic description of the Accident and location; and

(iv) the names of attending police officers and the stations at which they are based; and

(d) You have supplied or We have established the name of the insurer of any Third Party You believe was at fault and We reasonably believe that the insurer will agree to pay Us for the Damage.

4.9 If the SLB and are payable under clause 4.6 but there is no Third Party Loss:

(a) upon return of the Vehicle and Camping Accessories to Us, We may make an estimate of Damage and charge Your Adventure Rentals Account the estimated amount up to but not exceeding the SLB and

(b) once Damage has been assessed We will:

(i) debit Your Adventure Rentals Account with the difference up to a total amount not exceeding the SLB as shown in Your Rental Agreement; or

(ii) credit Your Adventure Rentals Account with the difference and forward to You a tax invoice for the assessed amount.

4.10 If You have not paid the as required by clauses 4.8 and 4.9 You are in breach of the Rental Contract. You then have no cover and are liable for each of the items and amounts payable under clause 4.6.

4.11 You are liable for and **must** pay:

(a) speeding and traffic fines, infringements and penalties arising from the use of the Vehicle;

(b) fines, infringements and penalties arising from parking, clamping, towing, or release of the Vehicle from compounds; and

(c) all court fees or costs arising from sub-clauses (a) or (b), whether You were driving the Vehicle or not.

4.12 We may supply Your details to any regulatory authority upon its request and an administrative fee applies if We do. If We have paid any amount for which You are liable pursuant to clauses 4.8 and 4.9 You will also be charged that amount together with an administrative fee.

4.13 All amounts payable under the Rental Contract are subject to subsequent verification and adjustment and details of any adjustments will be provided to You as soon as practicable. If a refund is due to You it will be credited to Your Account. If any amount is due to Us You authorise Us to charge Your Account with that amount, including the SLB, and any amounts payable under clauses 4.11. These charges may be made at any time during or after the end of the Rental Period.

5. Covers and waivers

5.1 The Security Liability Bond shown in the Rental Agreement **must** be paid if there is Damage, theft of the Vehicle and Camping Accessories or Third Party Loss unless Your Rental Contract is for Customer Own Insurance.

5.2 Excess Reduction (ER) may be purchased to reduce Your SLB liability for Damage, theft of the Vehicle and Camping Accessories or Third Party Loss but You **must** pay the reduced Security Liability Bond shown in the Rental Agreement.

5.3 To secure the performance of Your obligations under the Rental Agreement, You shall provide a security bond equal to the SLB as reduced by any Excess Reduction Option accepted by You (SLB) prior to the commencement of the Hire Period.

a) The SLB shall be in the form of an imprint of the Hirer's credit card and the Hirer expressly authorises the Company to charge that credit card at any time for an amount up to the amount of the Security Bond to cover payment of any amounts payable by the Hirer under the Hire Agreement.

b) The Company reserves the right at any time, in the Company's absolute discretion, to require that the Hirer satisfy the Security Bond by way of a cash or a credit card payment in the sum of the Security Bond. The Company may retain the Security Bond for a period of either 21 days after the conclusion of the Hire Period, or such other period as is reasonably required by the Company to determine the Hirer's liability to the Company under the terms of this Hire Agreement and to attend to payment of that liability from the Security Bond.

c) Should a Security Bond be satisfied by way of credit card the Company accepts no liability for variances in exchange rates, interest or fees charged by the Hirers financial institution.

d) The Security Bond cannot be paid with either a Debt Card or Pre-paid Credit Card.

5.4 The Security Liability Bond shown in the Rental Agreement are payable for each separate event and whether You are at fault or not.

5.5 If You have purchased one of the ER options and there is Damage or Third Party Loss or the Vehicle and Camping Accessories has been stolen Your Security Liability is:

(a) reduced to the amount specified in the Rental Agreement

5.6 There is no cover for Damage to the Vehicle's windscreen, headlights, wheels or tyres.

5.7 There is no cover for personal property owned by You or any passenger.

5.8 You **must** always pay and there is **no** cover for:

(a) the Security Liability shown in the Rental Agreement if there is Damage, theft of the Vehicle and Camping Accessories or Third Party Loss;

(b) Damage or Third Party Loss that occurs whilst a Commercial Vehicle is being driven in reverse;

(c) Overhead Damage;

- (d) Damage or Third Party Loss caused deliberately or recklessly by You, any unauthorised driver or any passenger of the Vehicle;
- (e) Underbody Damage and any Damage linked to that Underbody Damage caused by contact between the underside of the Vehicle and any part of the road way or any object or obstruction including but not limited to kerbs, gutters, speed or road humps, barriers or wheel stops;
- (f) Damage caused by total or partial inundation or immersion of the Vehicle in water or exposure of the Vehicle to salt water, including that which occurs whilst the Vehicle is being transported;
- (g) Damage or Third Party Loss caused or contributed to by You or any driver where You or the driver leaves the scene of the Accident prior to the attendance of the police or reporting the Accident to the police;
- (h) the full cost of replacing or repairing any accessories supplied by Us including, but not limited to camping accessories, child restraints, GPS units, lost keys, keyless start and remote control devices;
- (i) Damage caused by use of the incorrect fuel type;
- (j) Damage or Third Party Loss if the Vehicle is taken into any area prohibited by the Rental Contract including Off Road locations;
- (k) property that is stolen from the Vehicle, lost or damaged during the Rental Period or left in the Vehicle after the Vehicle is returned to the Rental Station;
- (l) loss or damage to Your property, the property of a member of Your immediate family or of an entity related to You, that arises from the use of the Vehicle; or
- (m) Damage, theft of the Vehicle or Third Party Loss if Your Rental Contract is for Customer Own Insurance.

5.9 If You breach the Rental Contract there is **no** cover and You are liable for:

- (a) Damage;
- (b) loss of the Vehicle as a result of theft;
- (c) Third Party Loss;
- (d) storage, repossession and recovery fees;
- (e) fees for release of the Vehicle from compounds;
- (f) roadside assistance; and
- (g) administrative and legal costs of recovery, **even** if ER has been purchased.

6. Your responsibilities

6.1 In this section, We set out the responsibilities You have to Us when You hire one of Our Vehicles. You should be aware that a failure to fulfill any of these responsibilities is a breach of the Rental Contract with the consequences that are set out in clause 4.9.

6.2 The Vehicle **must** only be driven by You and other additional drivers that You have nominated as an Additional Driver.

6.3 You **must**:

- (a) be no less than 25 years of age
- (b) hold a full, current, unrestricted driving licence for the Rental Period valid for the Vehicle and which is written in English or an international licence translated into English;
- (c) allow Us to inspect Your licence prior to the rental date and anytime during the Rental Period;
- (d) fully inspect the Vehicle at the Start of Rental to ensure that any pre-existing damage is accurately noted and shown in the Rental Agreement. If there is any discrepancy You **must** notify Us prior to leaving the Rental Station; and
- (e) tell Us if You will be using the Vehicle to drive interstate.

6.4 During the Rental Period You **must**:

- (a) take extreme care whilst driving on low inflated tyres and at a significantly reduced speed.
- (b) That when travelling outside built up areas you are not permitted to drive between sunset and dawn or during any period of reduced visibility, including but not limited to fog, dust storms, heavy rain etc
- (c) take all reasonable care of the Vehicle and Camping Accessories:
 - (i) to prevent Damage or Third Party Loss;
 - (ii) to ensure that the Vehicle and Camping Accessories are not overloaded by the number of persons or by the weight of goods carried;
 - (iii) by using any security device fitted to or supplied with the Vehicle; and
 - (iv) by protecting the Vehicle and Camping Accessories against inclement weather;
- (d) keep the Vehicle locked and the keys and any keyless start or remote control device under Your personal control at all times and You **must** be able to produce those keys and device in the event of a theft of the Vehicle;
- (e) maintain the Vehicle's engine and brake oils, engine coolant levels and tyre pressures;

- (f) use the correct fuel type;
- (g) comply with all mandatory 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;
- (h) 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;
- (i) return the Vehicle and any accessories supplied by Us including, but not limited to, Camping Accessories, child restraints and GPS units in the same condition as at the Start of Rental Period;
- (j) adhere to any mileage instructions displayed in the Vehicle or set by the Rental Station; and
- (k) immediately upon request provide Us and any regulatory authority Your full, accurate and up-to-date information relating to the use of the Vehicle during the Rental Period.

6.5 You **must never**:

- (a) use the Vehicle and Camping Accessories when it is damaged or unsafe;
- (b) drive the Vehicle whilst under the influence of alcohol or drugs or have a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit in the state or territory where the Vehicle is driven;
- (c) fail or refuse to undergo any breath, blood, oral fluid or urine test or drug impairment assessment in the state or territory in which the Vehicle is driven;
- (d) drive the Vehicle whilst Your driving licence is subject to any restriction or condition;
- (e) drive the Vehicle at a speed in excess of the relevant State or Territory speed limit or 110 kilometres per hour, regardless if the State or Territory speed limit is higher
- (f) above a maximum speed of 80 kilometres per hour on any gravel, dirt or other unsealed road
- (g) drive the Vehicle at a speed in excess of 100kilometres per hour when towing, regardless if the State or Territory speed limit is higher
- (h) commit:
 - (i) any wilful, deliberate or criminal act, including an act of driver abuse; or
 - (ii) an act of connivance with any person acting for You or on Your behalf, that causes Damage or Third Party Loss;
- (i) drive the Vehicle dangerously or recklessly;

- (j) use a mobile phone or a GPS unit whilst the Vehicle is in motion or stationary but not parked unless the body of the phone or GPS unit is affixed to the Vehicle and the phone or GPS unit is not being held or touched at any time whilst being used;
- (k) leave the keys to the Vehicle, any keyless start or remote door control device in it or with it whilst it is unattended or unoccupied by You or any passenger;
- (l) leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator;
- (m) modify the Vehicle in any way and no roof racks or towbars are permitted unless fitted by Us;
- (n) use the Vehicle for the carriage of passengers or property for hire, fare or reward unless the Vehicle is a Commercial Vehicle and You have Our prior written authority;
- (o) use the Vehicle for off-roading, reliability trials, contest, speed testing, driving instruction, to propel or tow another vehicle, in violation of any legislation, order or regulation affecting the use, loading or condition of the Vehicle, or for any illegal purpose;
- (p) use the Vehicle for transporting any animals, unless specifically approved by Us. Additional cleaning charges may apply and will be shown in the Rental Agreement;
- (q) sell, rent or dispose of the Vehicle; or
- (r) register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009.

6.6 You and any passengers **must not** smoke in the Vehicle. It is an offence in some Australian states to smoke in a vehicle where there are passengers of less than 18 years of age. Additional cleaning charges will apply if there is a breach of this condition.

6.7 Parts of Australia are not suitable for access by rental vehicles. To prevent damage to the Vehicle and for Your own personal safety We strictly enforce conditions that restrict Your use of the Vehicle.

6.8 Unless We have given Our prior written consent, You **must never** take the Vehicle above the Snow Line

6.9 You **must never** take the Vehicle:

- (a) between mainland Australia and Tasmania in either direction;
- (b) through any river, stream, creek or tidal crossing over .5m in depth
- (c) through flood waters or on flood prone roads or on any road where the state or condition of the road make the use of the Vehicle unsafe;
- (d) on any road where the police or any government or statutory authority has issued a warning, caution or which has been closed;

(e) onto any road where We have notified You that the use of the Vehicle is prohibited.

7. Our responsibilities

7.1 When You make a reservation with Us We will provide a Vehicle and Camping Accessories that are of acceptable quality and in good working order for the Rental Period.

7.2 If the Vehicle breaks down during the Rental Period because of Our negligence We will recover and repair the Vehicle as soon as possible. If the Vehicle cannot be repaired We will use Our best endeavours to provide a replacement Vehicle of an equivalent size and standard to the previous Vehicle for the remainder of the Rental Period.

7.3 We are only responsible for any direct loss that You suffer as a result of Our breach of the Rental Contract. We are not responsible for missed flights, disrupted travel or holiday plans, loss of enjoyment or opportunity, indirect or consequential loss.

8. Breakdown, accident & repair

8.1 Inherent mechanical faults in the Vehicle receive free roadside assistance.

8.2 Fees and charges apply for all other faults or driver induced errors, including but not limited to:

- (a) incorrect refuelling;
- (b) a flat battery;
- (c) lost keys, a keyless start or remote control device;
- (d) keys locked in the Vehicle; or
- (e) tyre changing.
- (i) been impounded or taken by another party;
- (k) become bogged, submerged, immersed, caught, trapped, stuck, stranded or restricted in any way; or
- (l) been abandoned;

8.3 Fees and charges apply for damage caused by any retrieval or recovery of the Vehicle including, without limitation, as a result of the Vehicle becoming bogged, submerged, immersed, caught, trapped, stuck, stranded or restricted in any way; and damage caused by;

- (a) submersion or immersion;
- (b) contact with salt water;
- (c) being in contact with, or driven on, salt lakes or salt flats;

(d) floods or flooding;

(e) beach driving;

(f) any act or incident, however occurring, that causes Overhead Damage or Underbody Damage

8.4 We reserve the right not to replace the Vehicle if it is involved in a major Accident or there has been major Damage or You have breached the Rental Contract.

8.5 If:

(a) a warning light or fault message appears;

(b) You see or become aware of low engine or brake oils, engine coolant levels or tyre pressures; or

(c) the Vehicle develops any fault during the Rental Period,

You **must** inform Us immediately via the contact details in the Vehicle and in the Rental Agreement and not use the Vehicle unless We have authorised You to do so. If You fail to notify Us and continue to use the Vehicle You will be responsible for any Damage or Third Party Loss.

8.6 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 We have given You Our prior authority.

You **must** keep and produce to Us the original tax invoices and receipts for any repairs, towing or salvage and You will be reimbursed only if these expenses have been authorised by Us. Any entitlement to reimbursement is subject to there being no breach of the Rental Contract.

8.7 You **must** immediately report any Accident or theft of the Vehicle to Us in writing and complete all documentation that We require and forward any third party correspondence or court documents to Us within 7 days of receipt.

8.8 If You have an Accident in which:

(a) a person is injured;

(b) the other party failed to stop or exchange details;

(c) the Vehicle or any other vehicle is towed; or

(d) a driver appears to be under the influence of intoxicating liquor or drugs, a report **must** also be made to the police immediately.

8.9 If the Vehicle is stolen a report **must** be made to the police immediately the theft is discovered.

8.10 If You have an Accident You **must** also:

- (a) make the Vehicle secure;
- (b) get the names and addresses of all persons involved, including witnesses;
- (c) supply Us with any information concerning the driver of the Vehicle and You **must** allow Us direct access to the driver of the Vehicle and You **must** fully co-operate in allowing Us to gain such access;
- (d) not make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability;
- (e) permit and assist Us to bring, defend, enforce, or settle any legal proceedings against a third party, including attending at a lawyer's office and/or court; and
- (f) allow Us to claim in Your name under any applicable substitute vehicle insurance and do everything that may be required to assist Us in making such a claim.

8.11 Prior to Us making any claim under an applicable policy of insurance in relation to a liability referred to in this clause 8 above, You must:

- (a) subject to clause 5, pay the applicable Excess in relation to that claim; and
- (b) provide all reasonable assistance to Us in making any claim including providing all relevant information to Us or our insurer.

8.12 After a claim is made, You must continue to provide all reasonable assistance to US and our insurer, including attending any court or tribunal to give evidence or providing relevant documents if requested to do so. the costs of retrieving or recovering the Vehicle which may include, but is not limited to, where the Vehicle has:

- (a) been impounded or taken by another party;
- (b) become bogged, submerged, immersed, caught, trapped, stuck, stranded or restricted in any way; or
- (c) been abandoned;

8.13 Damage caused by any retrieval or recovery of the Vehicle including, without limitation, as a result of the Vehicle becoming bogged, submerged, immersed, caught, trapped, stuck, stranded or restricted in any way; and damage caused by;

- (a) submersion or immersion;
- (b) contact with salt water;
- (iii) being in contact with, or driven on, salt lakes or salt flats;
- (iv) floods or flooding;
- (v) beach driving;

(vi) any act or incident, however occurring, that causes Overhead Damage or Underbody Damage;

9. End of rental contract

9.1 At the end of the Rental Period, in addition to Your obligations under clauses 3.3, 3.4, and 3.5, You **must** return the Vehicle to Us:

- (a) to the Rental Station;
- (b) in the same condition it was in at the Start of Rental; and
- (c) at the date and time set in the Rental Agreement.

9.2 We allow a grace period of 30 minutes for the return of the Vehicle but if it is returned to Us more than 30 minutes after the time set for its return in the Rental Agreement You will be charged one full day's extra rental. Standard daily rates will apply if the Vehicle is returned to Us more than 24 hours after the time set for its return in the Rental Agreement unless the Rental Contract has been extended by Us. You will also be liable for any repossession charges, Damage or Third Party Loss or any costs We incur.

9.3 If You return the Vehicle to a rental station other than that shown in the Rental Agreement, or when the Rental Station is closed, or any place other than Adventure Rentals Station:

- (a) a one-way fee may apply;
- (b) You will be deemed to have returned the Vehicle only after the Final Inspection of it has been conducted by Us; and
- (c) the Rental Charges will continue and You will be responsible for Damage and Third Party Loss until that Final Inspection.

9.4 If a bond has been prepaid to Us it is fully refundable to You **provided** that at the end of the Rental Period:

- (a) all amounts due to Us under the Rental Contract have been paid;
- (b) the Vehicle has been returned to the Rental Station at the date and time set in the Rental Agreement;
- (c) there is no Damage or Third Party Loss;
- (d) the interior and exterior are clean;
- (e) the Vehicle has a full tank of fuel; and
- (f) the Rental Contract has not been breached.

We reserve the right to retain all or part of a bond if there is a breach of any of these conditions.

9.5 If We terminate the Rental Contract it will not affect Our right to receive any money We are owed under the Rental Contract. We can also claim reasonable costs from You if You do not meet any of the requirements of the Rental Contract.

10. Breach of rental contract

10.1 We may terminate the Rental Contract and take immediate possession of the Vehicle if:

- (a) You breach the Rental Contract; or
- (b) a reckless breach of road or traffic legislation has taken place.

10.2 If the Rental Contract is terminated by Us You **must** pay for:

- (a) Damage;
- (b) loss of the Vehicle as a result of theft;
- (c) Third Party Loss;
- (d) storage, repossession and recovery fees;
- (e) fees for the release of the Vehicle from compounds;
- (f) roadside assistance;
- (g) administrative and legal costs of recovery; and
- (h) all reasonable costs and charges under the Rental Contract.

10.3 If We have terminated the Rental Contract You give Us permission to access and enter Your premises to repossess the Vehicle without using unreasonable force or causing damage.

11. Cancellation Policy

WE ADVISE IT IS THE HIRERS RESPONSIBILITY TO TAKE OUT ADEQUATE PRIVATE TRAVEL INSURANCE CANCELLATION FEES MAY APPLY.

11.1 For written notice of cancellations received, all booking cancellations incur at least a 20% cancellation fee. The 20% deposit required to secure the booking is non-refundable for all reservations. The percentage applicable depends upon when the written notice of cancellation provided and is calculated in accordance with the following table:

- a) Cancelled 90 – 60 days prior to pick up date a fee of 20% of confirmed price of the rental.
- b) Cancelled 30 – 59 days prior to pick up date a fee of 50% of confirmed price of the rental.

c) Cancelled 29 – 2 days prior to pick up date a fee of 90% of confirmed price of rental.

d) Cancelled 1 day or No Show 100% of confirmed rental price.

12. Applicable law

12.1 You have rights conferred by consumer legislation and neither this clause nor any other provision of the Rental Contract is intended to exclude, restrict or modify any implied terms or rights You may have under the Competition and Consumer Act 2010 or any other Federal, State or Territory legislation in Australia.

12.2 The laws of the State in which the Rental Station is situated and of the Commonwealth of Australia govern the Rental Contract.

13. Force Majeure

13.1 We will not be liable for any failure or delay in performing any obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labour strikes or difficulties or transportation stoppages or slowdowns including unscheduled late return of vehicles and vehicle unavailability due to break down and accidents.

14. Severability

14.1 If any provision of these Terms and Conditions should be held to be invalid in any way or unenforceable, the remaining provisions must not in any way be affected or impaired. These Terms and Conditions must be construed so as to give effect to the intent of Adventure Rentals as it was originally executed.

15. Privacy policy

15.1 We collect and use Your personal information to provide You with the best level of service possible.

15.2 We respect Your privacy so We take all reasonable steps to make sure that Your personal information is accurate and up to date and that it is protected from misuse, unauthorised access or wrongful disclosure.

15.3 Your personal information may be disclosed to related and non-related third parties with whom We have arrangements to protect Your privacy, such as one of Our program partners.