

## **Terms and Conditions**

### **1. DEFINITIONS AND INTERPRETATIONS**

Brochure means the current brochure prepared by the Company for distribution to Customers and exhibited on the Company website.

The Company means Maclo Pty Ltd ACN 629 536 385 trading as Calypso Campervan Rentals of 45 Bond St, Ringwood, Victoria, Australia.

Credit Card means Visa, MasterCard.

The Customer means the person(s) entering the Rental Agreement with the Company for the hire of a Vehicle. Any person making any payment to the Company by Credit Card shall also be deemed to be a Customer and shall be bound by the Rental Agreement.

Goods and Services Tax (GST) means the Goods and Services Tax as defined by A New Tax System (Goods and Services Tax) Act 1999 (as amended). All monetary amounts are expressed in Australian Dollars and are exclusive of GST except where expressly included.

Rental means money due for the rental of the Vehicle and including all stamp duty and GST, but does not include the security deposit, any insurance excess, cost of replacement fuel or LP gas, costs associated with damage to the Vehicle or third party property, unpaid fines and tolls, cleaning costs or relocation fees.

Rental Agreement means this Agreement including the Rental Terms and Conditions and provisions in the Brochure.

Vehicle means a Campervan, Motorhome or any other vehicle provided by the Company and rented to the Customer under the Rental Agreement.

### **2. THE BROCHURE**

The Brochure which is published on the Company website and provided to Customers outlines general information and particulars of current Rental, equipment included in Vehicles, additional services available and insurance requirements. These particulars form part of this Rental Agreement and must be read in conjunction with the Rental Terms and Conditions. In the event of inconsistency, the Rental Agreement and Rental Terms and Conditions shall prevail. The Company reserves the right to amend the Brochure at any time prior to entering a Rental Agreement with the Customer.

### **3. RESERVATIONS**

Upon receiving a deposit of \$200.00 from the Customer, the Company shall receipt the monies and confirm a reservation subject to the Customer paying the balance of monies when due.

### **4. PAYMENT**

Payment of Rental and other monies due to the Company shall be paid by Debit or Credit Card only (Visa or MasterCard). American Express and Diners are not accepted.

## **5. SECURITY DEPOSIT (BOND)**

Upon the Customer signing the Rental Agreement, the Security Deposit (Bond) will be pre-authorized by Credit Card only for the EXCESS amount agreed by the customer. The bond will be released provided the Customer is not in breach of the Rental Agreement and Vehicle is returned in a clean and undamaged condition, the Company, at its sole discretion, may retain any monies from the security deposit (bond) to compensate for any loss arising from a breach of the Rental Agreement by the Customer.

All Calypso Campervans come with a Basic Protection with an excess of \$2000 (bond)

This can be Reduced by:

**PROTECTION PLUS** – \$15 per day reduces liability to \$1000 Maximum amount payable \$450/ 30 days rental.

**MAXIMUM PROTECTION PACKAGE** – \$20 per day reduces excess to \$400 which includes 1 Front Windscreen and 2 Tyres. Maximum amount payable \$600 / 30 days rental

Loss of Bond is paid where

- A) Vehicle is used on unsealed roads
- B) Driver is under the influence of drugs or alcohol
- C) Damage is above the drivers head line, under body damage or damage caused while reversing
- D) Driving from Dusk till Dawn
- E) Disobeying Road Rules

Damage caused in Single Vehicle accident and accidents involving animals carries an excess of \$3000.

This cannot be removed.

Single Vehicle accidents are defined as any damage that is done to the vehicle when no other vehicle is involved, or when the accident is with another vehicle, but the hirer cannot provide Calypso Campervans with the driver's licence, name or the registration number of the other vehicle. Examples of single vehicle accidents include such things as running into trees, guideposts or animals, rolling the vehicle whether intentionally or not.

## **6. TRAVEL RESTRICTIONS**

Travel to or through Ceduna, Coober Pedy, Western Australia, Northern Territory is prohibited. Travel into the prohibited areas void all insurance, roadside cover and all damage cost will be paid by the hirer.

## **7. INSURANCE**

The Vehicle is insured against damage but excluding damage to windscreens, under body, overhead and tyres which shall be replaced or repaired at the expense of the Customer. All insurance claims are subject to an excess and any excess must be paid by the Customer within seven days of any event giving rise to an insurance claim. The Customer is liable for any damage caused by abuse or misuse of the Vehicle or arising from any circumstances which could have been reasonably foreseen by the Customer, which causes damage to the Vehicle or the property of any third party. The Customer indemnifies the Company against any loss arising from damage caused by third parties, which if caused by the Customer would be recoverable by the Company. Personal injury is insured under the statutory third party insurance and cover is limited to the terms of that insurance. The Customer shall reimburse the Company for any loss arising from a vitiation of any insurance policy due to the acts or omissions of the Customer. No property of the Customer is insured at any time by the Company and the Company shall not be liable for such loss, however incurred.

## **8. DRIVERS**

A valid full Driver's Licence issued in Australia or in the case of an international driver, a valid licence from the country of origin or an international driver's permit must be produced prior to collection of the Vehicle. No driver under the age of 21 years shall drive the Vehicle at any time and drivers over the age of 90 years must also produce a recent doctor's certificate verifying the holder's ability to drive the Vehicle. No driver other than a person nominated by the Customer and approved by the Company is to drive the Vehicle. Under no circumstances is a person to drive the Vehicle while in excess of the Prescribed Concentration of Alcohol or under the influence of alcohol or drugs.

## **9. COLLECTION AND RETURN OF VEHICLES**

All Vehicles must be collected and returned to the Company's premises at 45 Bond St, Ringwood, Victoria or the Company's agents or depots throughout Australia between the hours of 9:00am and 3:00pm, Monday to Friday, 9:00am-11:00am Saturday, closed Sunday and public holidays (or by prior arrangement).

All vehicles must be returned in a clean undamaged condition with a full fuel tank. Should the Customer not meet these obligations, the cost of the fuel, any cleaning costs and any unrecovered cost of damage will be deducted from the Vehicle security deposit (bond) by the Company. Rental and other charges on overdue Vehicles shall be paid to the Company on a daily basis and overdue Rental shall be paid at double the agreed rate.

Relocation costs payable by the Customer will apply to one way hiring's but shall be limited to the amount quoted to the Customer at the time of confirmation of the reservation, provided the Customer returns the Vehicle to the nominated destination. Relocation Vans do not have to be clean on pick-up but they must be return in the same condition if not better on return to final destination. The early return of a Vehicle does not entitle the Customer to a reduction or refund of any Rental.

#### **10. MINIMUM DAYS AND ONE WAY RENTALS**

One-way rentals have a minimum hire of 7 days and incur a \$220.00 one-way fee.

Rentals from Brisbane, Adelaide and Sydney have a minimum hire of 7 days.

Rentals from Melbourne have a minimum of 5 days hire.

Excluding the X-mas/New Year period, which will have a minimum hire of 11 days from all States and over the Easter period, Melbourne will have a minimum of 6 days while the other States will stay at a minimum of 7 days.

#### **11. CARE OF VEHICLES**

At all times the Customer is responsible for the reasonable care of the Vehicle and shall be liable for the cost of any damage arising from a breach of this duty of care. The Vehicle must not be driven on any unsealed road without the specific authority of the Company first obtained in writing. Animals are not permitted in the Vehicle at any time.

#### **12. MECHANICAL BREAKDOWN OF VEHICLES**

In the event of mechanical breakdown of the Vehicle, the Customer may authorise repairs not exceeding \$100.00 which will be refunded by the Company upon return of the Vehicle with a Tax Invoice and receipt for payment. The Customer must not and does not have the authority of the Company to authorise any repair exceeding \$100.00 without the express written consent of the Company prior to any repair being undertaken. You have 24 Hour Road Side Assistance Freecall 1800 686 464. If unsuccessful please contact Calypso Campervans. Be aware if you have left your lights on flattened your starting battery the call out fee is payable to you the customer.

#### **13. REPLACEMENT OF VEHICLES**

In case a Vehicle requires major repair or has been involved in a severe accident with no likelihood of proceeding within a reasonable time through no fault of the Customer, the Company shall use its best endeavours to provide a similar replacement Vehicle. However, if it is impractical or not commercially expedient, the Company may elect, at its discretion, not provide a replacement Vehicle, but it shall refund any unused Rental to the Customer. Down time will be calculated in hours, not days, and credited to The Hirer's credit card on return. If the breakdown is caused by any breach of this Rental Agreement by the Customer or the Customer's abuse or misuse of the Vehicle, the

Customer shall pay the cost of the repairs and will not be entitled to a replacement Vehicle or any refund.

#### **14. TRAFFIC INFRINGEMENTS, TOLLS AND UNREPORTED DAMAGE**

All traffic infringement notices, fines, other statutory penalties and unreported damage to third party property incurred while the Vehicle is in the possession of the Customer shall be recoverable from the Customer upon coming to the notice of the Company. A \$66.00 administration fee per offence/notice will be payable by the Customer.

#### **15. LAW**

The Rental Agreement shall be governed by and construed in accordance with the laws of the State of Victoria and the parties agree to submit to the non-exclusive jurisdiction of the Courts of this State and Courts having appellant jurisdiction there from.

#### **16. CANCELLATION POLICY**

The initial booking deposit paid is non-refundable. In addition to forfeiting your deposit, the following charges also apply.

If you cancel more than 17 days prior to pick up, you will be charged a minimum of \$200.

If you cancel less than 16 days before pick up, or on the day of pick up, or are a No Show, you will be charged 100% of the cost of rental.