



## **DEFINITIONS AND INTERPRETATIONS**

The Rental Agreement (**'Rental Agreement'**) between Campabout Oz and You is made on the date shown on the Rental Document You have signed in respect of the Vehicle (**'Rental Document'**) and is made up of that Rental Document and these Terms and Conditions.

In these Terms and Conditions:

**'Australian Consumer Law'** means the Australian Consumer Law set out in Schedule 2 of the Competition and Consumer Act 2010 (cth) as amended or replaced from time to time.

**'Authorised Driver / Joint Renter'** means:

an additional driver who is noted on the Rental Agreement as an Authorised Driver or Joint Renter.

Your spouse;

Your employer for a fellow employee, if either is engaged in activities that are incidental to Your business duties.

**'Collection Costs'** means Campabout Oz reasonable costs of collecting unpaid rental charges from You (including Campabout Oz legal costs) and Campabout Oz administration fee of \$132.00 (incl GST) and its debt collection agents fee equal to 12% of the unpaid rental charges;

**'Excess Amount'** means the amount shown as Excess Amount on the Rental Agreement.

**'Excess Reduction'** means the product called Excess Reduction that You may purchase before the rental commences to reduce any excess amount payable;

**'Loss Damage Waiver'** means the loss damage waiver described on the Rental Agreement as LDW which reduces Your financial responsibility for loss damage to the Vehicle to the Excess Amount;

**'Overhead Damage'** means damage (excluding hail damage) to the Vehicle above the top of the door seal or the top of the front and back windscreens, or damage to the third-party property, caused by the Vehicle coming into contact with anything overhanging or obstructing its path, objects being placed on the roof of the Vehicle, or You or any person standing or sitting on the roof of the Vehicle;

**'Campabout Oz'** means Priveca Holdings Pty Ltd ATF Priveca Holding Family Trust T/A Campabout Oz Camper Hire ABN 28 239 269 085

**'Rental Charges'** means the fees, costs, amounts and charges specified on the Rental Agreement.

**'Rental Period'** means the period commencing on the date shown on the Rental Document and ending on the date that You return the Vehicle to Campabout Oz;

**'Security Bond'** means the amount that is payable by You which is equivalent to the Standard Damage Liability and will be used in the event of accident resulting in loss or damage where it can be established by Campabout Oz.

**'Substitute Vehicle Insurance'** means a policy of motor vehicle insurance held by You or an Authorised Driver which covers You or the Authorised Driver while You or the Authorised Driver use the Vehicle as a substitute for the vehicle insured under that policy;

**'Vehicle'** means the vehicle described on the Rental Document (or any substitute vehicle), and includes its parts, components, accessories and contents supplied by Campabout Oz;

**'You'** or **'Your'** refers to the person(s) with whom the Rental Agreement is made.

## **TERMS AND CONDITIONS**

### **1. DRIVER**

1.1 You agree, acknowledge and warrant that:

(a) only You or an Authorised Driver will drive the Vehicle; and

(b) You and any Authorised Driver are currently licensed to drive the Vehicle and have been so licenced to drive for a period of 12 months or longer (excluding any time under a learner's permit or a provisional licence); and

(c) You and the Authorised Driver are not under 25 years age; and

(d) You and the Authorised Driver have not had Your driver's licence cancelled, endorsed or suspended within the last three years.

### **2. WHERE YOU CAN AND CANNOT DRIVE THE VEHICLE**

2.1 You and any Authorised Driver must only use the Vehicle on a road, which is properly formed and constructed as a sealed, metaled or graded gravel road.

(a) You and any Authorised Driver must not use the Vehicle off-road on a fire trail, beach, track, streams or any body of water.



2.2 You and any Authorised Driver must not, unless authorised in writing by Campabout Oz drive or take the Vehicle:

- (a) to Kangaroo Island; however, if so authorised, You and any Authorised Driver must not drive the Vehicle between dusk and dawn outside the town limits;
- (b) to Fraser Island, Bruny Island, Groote Eylandt, to Gove Peninsula, Tiwi Islands, Stradbroke Islands, Moreton Island, or any island off the coast of Australia;
- (c) into or out of Tasmania;
- (d) in Queensland:
  - (1) on Highway No. 27 beyond Chillagoe in a Westerly direction;
  - (2) on Highway No. 1 beyond Normanton in a Southerly direction and no further North than Karumba;
  - (3) if the Vehicle is a passenger vehicle or truck, beyond Cooktown to the North or Lakeland to the West and no further than Cape Tribulation on the Coast Road
  - (4) on the Coast Road from Helenvale to Cape Tribulation, or from Laura to Lakeland unless the Vehicle is a Four-Wheel Drive;
- (e) in the snow (at anytime and anywhere (including Tasmania));
- (f) above the snow line in:
  - (1) in New South Wales (being Jindabyne); or
  - (2) Victoria (being Bright),

From the beginning of June until the end of September;

- (g) on beaches or through streams, dams, rivers or flood waters;
- (h) in the Northern Territory:
  - (1) on the Jim Jim Falls Road to Jim Jim Falls and Twin Falls; or
  - (2) outside any town or city limits between dusk and dawn.
- (i) in Western Australia:
  - (1) to any parts North of Carnarvon coastal unrecognized Off Road tracks;
  - (2) on the Gibb River Road, Cape Leveque Road, Widdjana Gorge unless the vehicle is a Four-Wheel Drive;
  - (3) on the Canning Stock Route, Gunbarrel Highway and Holland Track;
  - (4) beyond 100 kilometres of the Perth city limits between dusk and dawn; or
  - (5) otherwise, outside any town or city limits between dusk and dawn

### 3. USE OF THE VEHICLE

3.1 You and any Authorised Driver must:

- (a) not allow the Vehicle to be used for any illegal purpose, race, contest or performance test of any kind;
- (b) not allow the Vehicle to be used to tow or push anything;
- (c) not carry more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle, or carry a greater load than that for which it was built;
- (d) not be under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit in the State or Territory in which the Vehicle is driven;
- (e) not allow the Vehicle to be used to carry passengers for payment or reward of any kind;
- (f) not use the Vehicle when it is damaged or unsafe;
- (g) not use the Vehicle to transport goods, except in compliance with all necessary approvals, permits, licenses and government requirements (to be obtained at Your cost) and in accordance with the Vehicle manufacturer's and Campabout Oz's recommendations;
- (h) not use the Vehicle for the conveyance or towing of any load which is incorrectly loaded or secured or is in excess of that for which the Vehicle was constructed;



(i) not, without Campabout Oz's prior written consent, use the Vehicle to carry any inflammable substance which has a flash point under 22.8°C or any other explosive or corrosive substances; and

(j) not use the Vehicle in contravention of any law.

3.2 You must pay for any unauthorized repairs to the Vehicle and for all parking and traffic infringements in respect of the vehicle during the rental period.

3.3 You and any Authorised Driver must not carry any animal or pet in the Vehicle.

3.4 You and any Authorised Driver must not drive the Vehicle if Campabout Oz has so directed You and any Authorised Driver.

3.5 You and any Authorised Driver or any passenger must not smoke in the Vehicle.

#### **4. MAINTENANCE, SECURITY AND SAFETY**

4.1 You and any Authorised Driver must:

(a) maintain all of the Vehicle's engine oils and engine coolant levels to the manufacturer's specifications, as set out in the Vehicle's operations manual located in the glove box or otherwise as required to maintain the Vehicle's efficient performance;

(b) keep the Vehicle locked and the keys under Your or the Authorised

(c) Driver's personal control at all times; and

(d) comply with any applicable seat belt and child restraint laws.

4.2 You must not service the Vehicle or have repairs to the Vehicle carried out unless Campabout Oz authorizes You to do so. Campabout Oz requires verification of the cost of repairs for audit and GST purposes. You should obtain an original tax invoice/receipt to assist Campabout Oz will reimburse You for any repairs to the vehicle authorised by it, provided that the cost of those repairs is verified to the extent that Campabout Oz cannot verify the cost of repairs, Campabout Oz will not reimburse You.

4.3 You and Campabout Oz acknowledge that the Vehicle is generally in an undamaged condition except as otherwise stated on the Rental Document.

#### **5. LOSS DAMAGE WAIVER, DAMAGE AND LOSS OF PROPERTY**

5.1 Subject to this clause 5, and to the fullest extent permitted by applicable law, You are liable:

(a) for the loss of, and all damage to, the Vehicle; and

(b) for all damage to the property of any person:

(i) which is caused or contributed to by You or an Authorised Driver; or

(ii) which arises from the use of the Vehicle by You or an Authorised Driver.

This clause 5 does not apply to any damage or loss for which Campabout Oz is liable to You under this Rental Agreement.

*Remember that references to the 'Vehicle' include all of its parts, components, accessories and contents (see the definition of 'Vehicle' in clause 1).*

5.2 Subject to clause 5.3, if:

(a) You accept the Loss Damage Waiver option on the Rental Document at the commencement of the Rental Period; and

(b) where applicable, You pay the excess shown on the Rental Document for each separate event involving damage to or loss of, the Vehicle or for each separate event involving damage to the property of any third party which is caused by or arises from the use of the Vehicle by You or an Authorised Driver, Campabout Oz:

(c) waives Your liability under clause 5.1 for damage to the Vehicle or loss of the Vehicle;

(d) provided that You and any Authorised Driver are entitled to be indemnified under a policy of motor vehicle insurance provided by a registered insurer for Your and an Authorised Driver's legal liability to a third party for damage to the property of that third party which is caused by the use of the Vehicle by You or an Authorised Driver.

5.3 You must always pay, and clause 5.2 does not cover:

(a) the excess shown on the Rental Document if there is damage to or loss of the Vehicle or if there is damage to the property of any third party;

(b) the cost of rectifying any tyre damage not attributable to normal wear and tear;

(c) the cost of repairing any damage caused deliberately or recklessly by:

(i) You;



- (ii) any other driver of the Vehicle; or
- (iii) any passenger carried during the Rental Period;
- (d) the cost of repairing any damage to the Vehicle or to third party property caused by You or an Authorised Driver using, or permitting the Vehicle to be used, in any area prohibited by the Rental Agreement;
- (e) the cost of repairing overhead or roof damage caused by, but not limited to, contact between the Vehicle and objects overhanging or obstructing the path of the Vehicle; or
- (f) the cost of repairing any water damage to the Vehicle or any underbody damage, and any resulting damage from that underbody damage to the Vehicle.
- (g) under any circumstances where the Vehicle has been refueled with fuel other than that recommended by the Vehicle manufacturer.
- (h) under any circumstances where the Vehicle and its keys are unsecured

5.4 For the purposes of this clause 5, You must pay for any damage or repair that may be reasonably determined by Campabout Oz the amount which includes:

- (a) the cost of repairs to the Vehicle or the market value of the Vehicle at the time of the loss or damage, whichever is the lesser;
- (b) appraisal fees;
- (c) towing, storage and recovery costs;
- (d) a reasonable administrative fee reflecting the cost of making arrangements for repairs and towing and other administrative activities; and
- (e) a per day loss of use fee based on the estimated downtime of the Vehicle.

If the amount determined by Campabout Oz and paid by You under this clause 5.4 exceeds the final cost of the damage or repair, Campabout Oz will refund the difference to You.

## **6. RETURN OF VEHICLE**

6.1 You must return the Vehicle to Campabout Oz:

- (a) to the place, on the date and by the time shown on the Rental Document (or sooner if required under clause 6.4);
- (b) in the same condition as it was at the commencement of the Rental Period, fair wear and tear excepted;
- (c) with a full tank of fuel (or otherwise pay to Campabout Oz the cost to refuel the Vehicle).
- (d) in a clean condition; free of mud, dirt and sand; toilet/ porta-loo and wastewater tank must be emptied prior to the return of the vehicle.

6.2 You must return the Vehicle to a Campabout Oz location during our normal business hours. If You return the vehicle later than the time shown on the rental document, You must pay all additional rental charges.

6.3 If:

- (a) You return the Vehicle on a date, or at a time, or to a place other than that shown on the Rental Document; or
- (b) any special conditions set out in the "Rates" section on the Rental Document are breached, the rates shown on the Rental Document will not apply and You must pay the Campabout Oz standard rate for the Vehicle for the Rental Period.
- (c) You return the vehicle in the same clean condition as it was during handover.

6.4 Campabout Oz may request the immediate return of the Vehicle, or Campabout Oz may re-take the Vehicle without notice, if Campabout Oz reasonably suspects that:

- (a) You have breached a term or condition of the Rental Agreement;
- (b) damage to the Vehicle, or injury to persons or property is likely to occur; or
- (c) the Vehicle will be involved in an industrial dispute; or



(d) the Vehicle may be used for an unlawful purpose;

(e) You must also pay Campabout Oz any cost it incurs as well as all costs and charges under the Rental Agreement for the period up to return/repossession of the Vehicle.

6.5 Campabout Oz reserves the right to refuse hire of another vehicle to You following any incident or accident or where You have breached a condition of this Rental Agreement.

## **7. CLAIMS AND PROCEEDINGS**

7.1 Where the use of the Vehicle by You, an Authorised Driver, or any other person results in an accident or claim, or where damage or loss is sustained to the Vehicle or any third party property, You and/or any Authorised Driver must:

(a) promptly report such incident to the local police;

(b) promptly report such incident in writing to Campabout Oz;

(c) not, without Campabout Oz 's written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability;

(d) permit Campabout Oz or its insurer at its own cost to bring, defend, enforce or settle any legal proceedings against a third party in Your name;

(e) permit or ensure that Campabout Oz may claim in Your name or that of the Authorised Driver under any applicable Substitute Vehicle Insurance, and assist, and cause the Authorised Driver to Campabout Oz in making such a claim, including assigning any right to claim under any Substitute Vehicle Insurance to Campabout Oz;

(f) complete and furnish to Campabout Oz within a reasonable time any statement, information or assistance which Campabout Oz or its insurer may reasonably require, including attending at a lawyer's office and at Court to give evidence.

## **8. PAYMENT AND REFUNDS**

8.1 On or Before 30 business days of the Rental Period, You must pay Campabout Oz:

(a) all charges specified on the Rental Document and all charges payable under the Rental Agreement;

(b) any amount paid or payable by Campabout Oz or You to any person arising out of Your use of the Vehicle or imposed on You Campabout Oz by any governmental or other competent authority (such as speeding, parking and traffic fines and toll charges); and

(c) any amount for which You are liable to Campabout Oz under the Rental Agreement, in respect of a breach of the Rental Agreement or otherwise.

8.2 The minimum charge You must pay for the rental of the Vehicle is an amount equivalent to:

(a) One day's rental at the 'daily rate' shown on the Rental Document (subject to clause 6.4)

8.3 You authorise Campabout Oz to charge all moneys payable to Campabout Oz under the Rental Agreement to Your credit card or charge account.

8.4 Campabout Oz will pay any refund due to You by such method as Campabout Oz may reasonably choose.

8.5 Campabout Oz reserves the right, in due discretion, to secure the performance of your obligation under the Rental Agreement.

8.6 You are required to pay security bond equal to the Liability excess amount prior to commencement of the Hire Period.

8.7 Credit card refund including bond refunds can take up to 28 business days depending on Your financial institution.

8.8 If there is damage to the Vehicle or Camper noted on the vehicle condition report upon the return date or a fine has occurred, the bond will be charged:

(a) In the event that the bond is not sufficient to cover the cost of repairs, additional costs will be charged based on the assessed estimated cost of repair or quoted figure.

(b) If the cost of repair is less than the Bond, Campabout Oz will refund You the balance.

(c) A \$140 administration fee will be charge for each damage repair claim event and/or insurance claim in respect of a vehicle and/ or any equipment.

(d) The bond balance refund can take up to 28 business days to be processed from the date of final repair claim resolution.

8.9 All rental charges and bond payments made by Credit Card will incur a 1.9% surcharge fee.

## **9. LIABILITY OF CAMPABOUT OZ CAMPER HIRE**

9.1 Unless it is negligent, Campabout Oz is not liable to any person, and You indemnify Campabout Oz, for any loss of, or damage to, any property:

(a) stolen from the Vehicle or otherwise lost during the rental; or



(b) left in the Vehicle after its return to Campabout Oz.

#### **10. CONSUMER RIGHTS STATEMENT**

All Your rights set out in this Rental Agreement are in addition to Your rights as a consumer under applicable consumer protection legislation, including the Australian Consumer Law.

Your consumer rights are not excluded, modified, or restricted by this Rental Agreement. You can find out more about your consumer rights from consumer organizations and bodies such as the Australian Competition and Consumer Commission and State or Territory fair trading authorities.

#### **11. TERMINATION AND CANCELLATION**

11.1 Either party may terminate the Rental Agreement at any time if the other party commits a material breach of the Rental Agreement.

11.2 You may terminate the Rental Agreement at any time for any other reason. Termination fees will apply.

11.3 If;

(a) You cancelled the rental agreement 90+ days prior to pick up; a full refund of any amounts paid less an administration fee of \$90 will apply.

(b) You cancelled the rental agreement 89 to 61 days prior to pick up; 10% of the rental charges and a cancellation fee of \$250 will apply.

(c) You cancelled the rental agreement 60 to 31 days prior to pick up; all deposit paid will be forfeited and a cancellation fee of \$250 will apply.

(d) You cancelled the rental agreement within 30 days prior to pick up; full payment of the rental charges will apply.

11.4 If the Rental Agreement is terminated early for any reason other than a breach by Campabout Oz, you agree to pay rental charges that reflect the actual duration of the rental. Such charges may be higher than those that apply for a longer rental period.

#### **12. MISCELLANEOUS**

12.1 The Rental Agreement contains the whole agreement between the parties.

12.2 Any waiver by a party of any one breach or default by the other party will not constitute a waiver of any other breach or default.

12.3 The agreement is governed by the law of the State or Territory of the Rental location. The parties submit to the non-exclusive jurisdiction of the courts of that State or Territory and any courts which may hear appeals from those courts in respect of any proceedings in connection with this agreement. The parties will not object to the exercise of jurisdiction by those courts on any basis.

#### **13. PRESUMPTIONS AND INTERPRETATION**

13.1 Unless the context otherwise requires:

(a) A word which denotes the singular denotes the plural and vice versa;

(b) Any gender denotes the other genders; and

(c) A person includes an individual, a body corporate and a government body.

13.2 Unless the context otherwise requires, a reference to:

(a) Any legislation includes any regulation or instrument made under it and where amended, re-enacted or replaced means that amended, re-enacted or replaced legislation;

(b) Any other agreement or instrument, where amended or replaced, means that agreement or instrument as amended or replaced.

#### **14. CHANGE OF VEHICLE**

14.1 Acting reasonably, Campabout Oz may require to substitute an alternative Vehicle for the Vehicle booked in the event of unforeseen circumstances such as accidents or other losses.

14.2 Campabout Oz will take every effort to advise You once it becomes known that such an event has occurred prior to pick up.

14.3 If Campabout Oz has no prior opportunity to provide You with notification, and if in the event that a substitute vehicle is needed, You will be provided with a vehicle similar to that of what You have booked or what is available at time of pick up.

14.4 There will be no additional cost for a vehicle upgrade, however a downgraded vehicle type may result in a partial refund.



14.5 The substitution of an alternate vehicle due to unforeseen circumstances is not a breach of contract and does not result in a refund, however a refund entitlement will be provided by Campabout Oz where there has been a breach of the contract giving rise to the right for a refund or where a right to a refund arises pursuant to the Australian Consumer Law.

14.6 If You decide to rent a Vehicle of a lesser class than the one booked You are not entitled to a refund.

14.7 In the event of no alternative Vehicle being available to you, Campabout Oz' liability is limited to a refund of the hire charge or in the case of mechanical failure (unless caused by you) the remainder of the hire period.

## **15. TRAVEL INSURANCE**

15.1 Campabout Oz strongly recommends that You take out Your own Personal Travel Insurance.

15.2 Campabout Oz does not provide coverage for trip cancellations, trip interruptions, medical emergencies, baggage loss or damage, and travel delays.

15.3 You will be responsible to check and ensure that the travel insurance policy meets their specific needs and adequately covers the rental period and associated risks.

15.4 You further acknowledge that any costs, losses, or liabilities incurred due to trip cancellations, interruptions, medical emergencies, or other unforeseen events shall be your sole responsibility. Campabout Oz shall not be held liable for any such costs or losses.

15.5 In the event of any claim or dispute related to trip cancellations, interruptions, medical emergencies, or other covered events, You shall directly liaise with your travel insurance provider and follow the procedures outlined by the insurance policy.

## **16. ELECTRONIC TRACKING**

16.1 Campabout Oz may use GPS to enable the location of its Vehicles to be tracked or located. Information from the tracking device may be used:

- (a) to provide police or other authorities in the event that the Vehicle is stolen;
- (b) in the event of an accident or incident relating to the Vehicle during the rental period;
- (c) to identify exact location of the Vehicle in the event of an accident or breakdown; (e.g. the local Automobile Association);
- (d) to locate the Vehicle in the event of an emergency or weather event;
- (e) for any other purpose allowed under the Australian Privacy Principles or any other law.

16.2 By hiring a Vehicle from Campabout Oz, You expressly consent to Campabout Oz using tracking devices on the Vehicle and collecting, using and retaining information from the tracking devices in accordance with Campabout Oz' Privacy Policy.

16.3 If You continue to exceed the designated speed limit of the area You are travelling in and have ignored the warnings provided subject to the electronic tracking system Campabout Oz may apply an additional fee of \$300 including GST in all circumstances.

## **17. EXCHANGE RATES/ CURRENCY FLUCTUATIONS**

17.1 Transactions under this Agreement are conducted in Australian Dollars. Due to exchange rate fluctuations, in some instances there may be some variance between the amount initially debited against Your credit card and the amount refunded at the expiration of the Rental Period. Any such variation does not entitle You to a refund.

## **18. VEHICLE CLEANING**

18.1 Vehicles must be returned in a reasonable state of cleanliness, completely free of mud, rubbish and pet hair. The toilet and water tank must be returned empty.

18.2 Smoking is strictly prohibited in or within 5 metres of all Vehicles.

18.3 If vehicles are not returned in a satisfactory fashion, fees will apply.

18.4 Cleaning fees will be charged if the Vehicle is returned in an unreasonable state of cleanliness up to \$500.00.

18.5 Should the Vehicle need deodorising as a result of smoking a \$250 fee will be charged. If the Vehicle is returned with any waste or excrement in the toilet cassette a fee of \$300 will be charged.