AWESOME CAMPERS

# TERMS & CONDITIONS

**This rental agreement ("Agreement") is made on the date specified in the Rental Schedule (the "Schedule") between AWESOME VAN & CAMPER HIRE PTY LTD (ACN 141 761 186) ('AWESOME CAMPERS, We, Our, Us') and the customer whose name and address appears in the Schedule ('Hirer, You, Your').**

**The Schedule, the Condition Report and these Terms & Conditions together form the Agreement. AWESOME CAMPERS and You agree with each other as follows:**

## 1. AUSTRALIAN CONSUMER LAW

1.1 Nothing in this Agreement excludes, restricts or modifies any guarantee, condition, warranty, right or remedy conferred by the Australian Consumer Law or any other law that cannot lawfully be excluded, restricted or modified.

1.2 If any provision of this Agreement would have that effect, it is to be read down to the extent necessary so that it does not, and if it cannot be read down, that provision is severed and the remainder of the Agreement continues in full force.

1.3 Where Our liability may lawfully be limited, Our liability is limited, at Our option, to supplying the services again or paying the cost of having the services supplied again.

1.4 Every fee, charge, exclusion and limitation in this Agreement operates subject to this Clause 1.

## 2. RATES, FEES AND CHARGES

2.1 Rates and conditions published on the AWESOME CAMPERS website and/or documentation are subject to change without notice. However, AWESOME CAMPERS will not alter the rates or conditions applying to Your rental once Your booking has been confirmed by AWESOME CAMPERS.

2.2 All prices are published and payable in Australian Dollars ('AUD') and are inclusive of GST at 10%. All refunds (if applicable) will be applied in AUD. AWESOME CAMPERS accepts no responsibility for exchange rate fluctuations.

2.3 All rentals include **unlimited kilometres**.

2.4 A fixed administration fee of AUD $90.00 applies to every booking, including relocations. This fee covers the cost of handling the booking and preparing the Vehicle and its accessories. The administration fee forms part of the booking total and is included in the amount refunded where a refund is payable under Clause 5 or Clause 28.

2.5 AWESOME CAMPERS does not charge a credit card surcharge.

2.6 If a written and/or calculation error has occurred on the Schedule or an invoice, We will notify You of the error and the corrected amount. You authorise AWESOME CAMPERS to charge Your credit card for any shortage, or, if there has been an overpayment, You are entitled to a refund of the overpayment from AWESOME CAMPERS.

## 3. BOOKINGS, DEPOSITS AND MINIMUM HIRE

3.1 For bookings made directly with AWESOME CAMPERS, a deposit of AUD $250.00 is required to secure the booking. The balance of the booking total is payable as set out in the Schedule.

3.2 For bookings made through an Agent, the deposit amount is determined by that Agent. You will need to contact Your Agent directly to confirm their deposit, payment and cancellation policies, which may differ from those in Clause 5.

3.3 Minimum hire periods vary according to season, location and availability. Please check with AWESOME CAMPERS staff for the minimum hire requirements applying to Your dates and pick-up location.

3.4 AWESOME CAMPERS may decline a booking at its discretion before pick-up. If We decline or cancel a booking for a reason other than Your breach of this Agreement or a material misrepresentation by You, We will refund all amounts You have paid in respect of that booking.

## 4. DRIVER ELIGIBILITY AND LICENCE

4.1 Every driver must be at least 21 years of age.

4.2 You are required to provide Us with Your valid current driver's licence when You collect the Vehicle. Provisional and probationary licences are accepted. Learner permits are not accepted.

4.3 A valid overseas or International Driver's Licence is permitted. If the licence is not in English, it must be accompanied by an official English translation or an International Driving Permit. If You hold an international licence, You are also required to supply Your original passport, which must be valid for at least 6 months.

4.4 Only those drivers named in the Schedule and approved by AWESOME CAMPERS may drive the Vehicle.

4.5 You agree to Our collecting and recording Your personal details. We handle personal information in accordance with Clause 27 and Our Privacy Policy.

## 5. CANCELLATIONS AND CHANGES

The following charges apply to bookings made directly with AWESOME CAMPERS. If You booked through an Agent, Clause 5.5 applies instead.

5.1 **Outside Peak Season — cancellation 14 or more Business Days before the pick-up date:** free cancellation. Any deposit paid will be refunded.

5.2 **Outside Peak Season — cancellation within 14 Business Days of the pick-up date:** 100% of the booking total will be forfeited.

5.3 **Peak Season (pick-up between 14 December and 10 January inclusive) — cancellation 14 or more Business Days before the collection date:** a cancellation fee of AUD $250.00 applies.

5.4 **Peak Season — cancellation within 14 Business Days of the collection date:** 100% of the booking total will be forfeited.

5.5 If You booked through an Agent, the Agent's cancellation policy applies and any refund must be arranged with that Agent.

5.6 Changes to booking dates, Vehicle type or locations are subject to availability and to the rates applying to the amended booking. A change that reduces the Hire Period within 14 Business Days of the pick-up date is treated as a cancellation of the reduced portion.

5.7 Nothing in this Clause 5 limits Your rights under Clause 1, or Your entitlements under Clause 28 where travel is prevented by an event beyond Your or Our reasonable control.

> We recommend purchasing travel insurance when travelling in Australia to minimise any financial loss due to unforeseen circumstances.

## 6. RENTAL DURATION AND EXTENSIONS

6.1 Rental days are calculated on a calendar day basis. The day of pick-up is counted as day one (regardless of pick-up time) and the day of the Vehicle's return is counted as the final day of the rental (regardless of drop-off time) (‘the Hire Period’).

6.2 Subject to Clause 1, late pick-up or early return of the Vehicle does not entitle You to any refund of the unused portion of the Hire Period.

6.3 Extensions to the Hire Period may be organised with the office by calling **+612 9740 7462** and are subject to the availability of the Vehicle and to the current rental rate. The extra cost of an extended rental must be paid by credit card on confirmation of the extension (“the Rental Extension”).

6.4 If You retain the Vehicle beyond the Hire Period without obtaining a Rental Extension, a late fee of AUD $100.00 per day applies in addition to the daily rental rate for each day the Vehicle is late until it is returned. The daily rental rate charged will be the rate applicable on the day after the end of the Hire Period.

6.5 If a Rental Extension has not been granted, the Vehicle has not been returned, and We have made reasonable attempts to contact You, AWESOME CAMPERS may report the Vehicle as stolen to the Police.

## 7. VEHICLE PICK-UP

7.1 Vehicles are available for pick-up at the designated time on the first day of the Hire Period.

7.2 An inspection of the Vehicle will be conducted by You and AWESOME CAMPERS prior to the Vehicle being released to You. The inspection will cover the external panels and windscreen of the Vehicle, the internals of the Vehicle, and the inventory supplied.

7.3 A Condition Report is supplied and You will complete it with the AWESOME CAMPERS representative, recording any existing damage and the fuel level at pick-up. The Condition Report also confirms that the Vehicle is in a clean and satisfactory state on collection. If You do not agree, please inform the AWESOME CAMPERS representative so that We have the opportunity to rectify any points prior to departure.

7.4 By signing the Condition Report, You agree that You have received the Vehicle in the condition recorded in it.

7.5 AWESOME CAMPERS reserves the right to upgrade You to a higher rated Vehicle at no extra cost.

7.6 All Vehicles are advertised with an accurate description of age, size and carrying capacity. Illustrations, line drawings and text in Our brochures, advertising material and website are a representation only of the Vehicles depicted, and variances in a Vehicle or its equipment may occur due to modifications and/or upgrades.

7.7 If the Vehicle supplied matches the Vehicle booked and You cancel or refuse to take it, this is treated as a cancellation on the day of pick-up under Clause 5. This Clause does not apply where the Vehicle does not match the booking or is not of acceptable quality, in which case Clause 1 applies.

7.8 Transfers to and from an AWESOME CAMPERS Depot are not included in the rental price. It is Your responsibility to arrange transport to and from AWESOME CAMPERS Depots.

## 8. VEHICLE RETURN

8.1 The Vehicle must be returned on the agreed date at the nominated Depot before 3:00pm.

8.2 Vehicle pick-up or return outside of branch hours is available by prior arrangement only and is subject to an after-hours fee of AUD $110.00.

8.3 If You wish to change the drop-off Depot, You must first obtain authorisation from the office by calling **+612 9740 7462**. An additional charge of up to AUD $1,100.00 may apply, which will be notified to You at the time of approval. The fee may apply in all cases irrespective of the reason for the location change.

8.4 Any drop-off to a Depot other than the Depot stated in this Agreement, without prior authorisation under Clause 8.3, will result in a relocation fee of AUD $1,100.00 being charged to You, in addition to the daily rental rate for each day the Vehicle is not at the correct Depot.

8.5 Before returning the Vehicle You are required to remove all of Your rubbish and clean out any mud, grass and/or sand from the floor of the Vehicle. All camping equipment is to be returned in a clean condition, free of dirt, dust and sand.

8.6 If the Vehicle or camping equipment is not returned in the condition required by Clause 8.5, a cleaning fee of AUD $150.00 will be charged.

8.7 An inspection of the Vehicle will be conducted by You and AWESOME CAMPERS when the Vehicle is returned, covering the external panels and windscreen of the Vehicle, the internals of the Vehicle, and the inventory supplied. A Condition Report is supplied and You will complete it with the AWESOME CAMPERS representative, showing any damage to the Vehicle. By signing the Condition Report, You agree that You have returned the Vehicle as recorded in it.

## 9. FUEL

9.1 Regular Unleaded 91 or 95 is to be used in all AWESOME CAMPERS Vehicles. No Vehicle in the AWESOME CAMPERS fleet takes diesel.

9.2 We do not supply Vehicles with a full fuel tank. The fuel level of the Vehicle at pick-up is recorded on the Condition Report. **You must return the Vehicle with the same fuel level as that recorded on the Condition Report at pick-up.**

9.3 Fuel is to be refilled by You when required during the Hire Period.

9.4 If the Vehicle is returned with a lower fuel level than that recorded at pick-up, a refuelling fee of AUD $10.00 will be charged in addition to the cost of the fuel required to restore the recorded level, charged at market price.

9.5 The fuel economy of each individual Vehicle may vary depending on factors including but not limited to how the Vehicle is driven, tyre pressure, weather and Vehicle loading. AWESOME CAMPERS will not be held responsible for any variations to fuel economy.

9.6 You will be liable for any cost associated with the incorrect use of any fuel (including diesel or bio-diesel), or with water or any other contamination of fuel.

9.7 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 and the expenses of retrieving the fuel.

## 10. SMOKING, PETS AND INSECTS

10.1 AWESOME CAMPERS has a strict no smoking policy in or around the Vehicle. If We or Our Agents detect the smell of smoking in or on the Vehicle, an additional charge of AUD $150.00 on top of the cleaning fee in Clause 8.6 will be charged. This fee covers the extra cleaning time needed to remove the odour from the Vehicle for the next customer.

10.2 AWESOME CAMPERS does not allow the carriage of pets or any animals in Our Vehicles. Carriage of pets or animals is a breach of this Agreement, and the Security Deposit/Bond may be applied toward the reasonable

cost of cleaning and fumigating the Vehicle. Where that cost is less than the amount held, the balance will be returned to You.

10.3 AWESOME CAMPERS takes all reasonable steps to ensure that the Vehicle is free of insects prior to collection by the Hirer. Subject to Clause 1, AWESOME CAMPERS is not responsible for any insect infestation arising during the Hire Period, including but not limited to ants, flies, cockroaches, fleas, bedbugs and mosquitoes.

## 11. USE OF THE VEHICLE AND ITS EQUIPMENT

11.1 You agree that, during the Hire Period, You will not allow:

11.1.1 The Vehicle to be driven in any manner other than a prudent and cautious manner. For the avoidance of doubt, a single Vehicle write-off or rollover, any damage to the Vehicle in contravention of this Clause 11, and any damage caused by any act or omission of You or Your guests (including sitting or standing on the bonnet or roof of the Vehicle, or disregarding signposted height restrictions when entering or exiting car parks or drive-throughs) are considered to be a breach of this Clause, and You will be responsible for the cost of the damage;

11.1.2 The Vehicle to be driven by a person under the influence of alcohol or drugs, or with a blood alcohol level in excess of the limit permitted by law;

11.1.3 The Vehicle to exceed the speed limit;

11.1.4 Any person who is not identified on the Agreement as a driver to drive the Vehicle;

11.1.5 The ignition key to be left in the Vehicle while it is unoccupied;

11.1.6 The Vehicle to be:

(a) Damaged by submersion in water;

(b) Damaged by contact with salt water;

(c) Damaged by creek or river crossing;

(d) Damaged by driving through low plain flooded areas;

(e) Used for beach driving;

(f) Used for any illegal purpose or in any race, rally or contest;

(g) Used to tow any vehicle or trailer;

(h) Used for cooking inside the cabin or in a manner that poses a safety risk;

(i) Used to carry a child without the use of an approved child restraint. Australian law requires any child under the age of 7 years to be seated in an approved child restraint;

(j) Used to carry passengers or property for hire or reward;

(k) Used to carry more persons than is permitted by any relevant authority, detailed in the Vehicle Manual or on the Vehicle, or specified in this Agreement;

(l) Used to carry volatile liquids, gases, explosives or other corrosive or inflammable material;

(m) Driven contrary to Clause 12 (Road and Area Restrictions), Clause 13 (Ferries and Island Travel) or Clause 14 (Night Driving);

(n) Driven by any person other than those listed on the Agreement and approved by AWESOME CAMPERS.

11.2 You will comply with, and ensure that all passengers comply with, all laws regarding seat belts and child restraints. You are responsible for the fitting of all child restraints to the Vehicle and accept full responsibility for their suitability and fitting.

11.3 You agree that the Vehicle may only be used to carry the maximum number of passengers shown in the Agreement or as dictated by licensing authorities.

11.4 You will not make any alterations or additions to the Vehicle without the prior written consent of AWESOME CAMPERS.

### 11.5 APPROPRIATE USE OF EQUIPMENT

> **Awnings, external shower privacy booths and similar Equipment must not be used in strong winds, rain, storms or extreme weather.** If the weather turns while the Equipment is set up, retract, pack down and stow it straight away. Wind damage to an extended awning is not covered by any level of damage cover.

You agree that, during the Hire Period:

(a) all Equipment supplied with the Vehicle — including the external awning, the external shower privacy booth, external tables and chairs, annexes, poles, pegs, ropes and any other fittings or accessories — will

be used only for its intended purpose, in accordance with any instructions provided by Us or by the manufacturer, and with due care;

(b) **Equipment will not be erected, extended, deployed or left in use during strong winds, rain, storms, or any extreme weather event**, including severe weather warnings issued for the area in which the Vehicle is located;

(c) where Equipment is already set up and the weather deteriorates, or a weather warning is issued, You will retract, pack down and stow the Equipment as soon as it is safe to do so;

(d) the awning and any other external Equipment will be fully retracted and stowed before the Vehicle is driven, and whenever the Vehicle is left unattended or overnight; and

(e) Equipment will be cleaned, dried where practicable, and packed down correctly before it is stowed or returned.

11.6 **AWESOME CAMPERS damage cover will not cover the repair or replacement cost of Equipment where due care has not been taken to prevent the damage**, including any damage arising from a breach of Clause 11.5. In those circumstances You are liable for the full cost of repair or replacement, regardless of the Liability Option You have selected.

11.7 Clause 11.6 applies in addition to Clause 21, under which awnings and air-conditioning units are excluded from every level of damage cover in all circumstances.

## 12. ROAD AND AREA RESTRICTIONS

12.1 AWESOME CAMPERS Vehicles are two-wheel drive. Certain parts of Australia are designated as prohibited areas due to their remoteness and/or the condition of the roads. You must obey all street signs and road rules.

12.2 **Driving is totally prohibited on:**

- Gravel or unsealed roads (except access roads less than 3 kilometres in length to recognised commercial campgrounds);
- Beaches and sand;
- Fire trails;
- Fields and paddocks;
- Off-road tracks and 4WD terrain;
- Sand islands (Tasmania and Kangaroo Island are permitted — see Clause 13).

12.3 Travelling on any road or terrain listed in Clause 12.2 voids all damage cover, and You will be liable for all damage caused, and for all recovery and towing costs to return the Vehicle to the nearest Depot.

12.4 The only exception is reasonable use of access roads less than 3 kilometres in length to recognised commercial campgrounds. If You damage the Vehicle on such an access road, You are fully liable for all damage and for towing costs to recover the Vehicle to the nearest Depot.

12.5 If We discover evidence that the Vehicle has been used in a prohibited area, this Agreement may be cancelled immediately and You will be liable for the cost of the resulting damage, recovery and repair, up to a maximum of AUD $7,000.00.

12.6 AWESOME CAMPERS values Your well-being and, for safety purposes, reserves the right at its sole discretion to restrict Vehicle movements in certain areas due to adverse road or weather conditions, and to nominated destinations in relation to the length of the Hire Period. AWESOME CAMPERS will advise You on pick-up of any travel restrictions known at that time.

### SUN CHASER CAMPERS — PERMITTED STATES

> **Sun Chaser campers may only be driven within New South Wales and Queensland.** If You have hired a Sun Chaser camper, please plan Your trip so that the Vehicle remains within those two States for the whole of the Hire Period.

12.7 Sun Chaser campers are permitted to travel only within the States of New South Wales and Queensland. **Taking or driving a Sun Chaser camper outside New South Wales and Queensland is prohibited**, whether or not the Vehicle is being driven at the time, and regardless of which damage cover option You have selected.

12.8 Taking a Sun Chaser camper outside New South Wales or Queensland is a breach of this Agreement. If You do so:

(a) all damage cover is void for the remainder of the Hire Period, and You will be liable for the full cost of any damage to the Vehicle and to third party property;

(b) You will be liable for all recovery and towing costs to return the Vehicle to the nearest Depot; and

(c) this Agreement may be cancelled immediately under Clause 26.5.

12.9 A Sun Chaser camper may only be collected from, and returned to, a Depot located in New South Wales or Queensland. Clauses 8.3 and 8.4 apply to any change of drop-off Depot, and no change to a Depot outside those States will be authorised.

12.10 The restrictions in Clauses 12.7 to 12.9 apply in addition to, and not instead of, the road and terrain restrictions in Clauses 12.1 to 12.5.

## 13. FERRIES AND ISLAND TRAVEL

13.1 Subject to Clause 13.5, travel to Tasmania and to Kangaroo Island is permitted, including ferry travel to Tasmania.

13.2 **You must notify AWESOME CAMPERS in advance if You intend to travel to Tasmania or Kangaroo Island.** A form must be completed for Our insurer before departure. Taking the Vehicle to either destination without prior notification and a completed insurer's form is a breach of this Agreement and voids all damage cover.

13.3 All other sand islands are prohibited under Clause 12.2.

13.4 If You take the Vehicle on a ferry to any Australian island and encounter issues with the Vehicle (regardless of fault), You will be fully liable for all towing costs back to the nearest Depot.

13.5 Clauses 13.1 and 13.2 do not apply to Sun Chaser campers. Tasmania and Kangaroo Island both lie outside New South Wales and Queensland, and a Sun Chaser camper may not be taken to either destination under any circumstances (see Clause 12.7).

## 14. NIGHT DRIVING

14.1 **DRIVING THE VEHICLE OUTSIDE A BUILT-UP AREA BETWEEN 6:00PM (1800 HOURS) AND 6:00AM (0600 HOURS) IS PROHIBITED**, due to the greatly increased risk of collision with native wildlife and of driver fatigue. This prohibition applies to all open roads, highways, freeways, motorways, country roads and rural areas.

14.2 If You drive the Vehicle outside a Built-Up Area between those hours, **You will be liable for all repair and recovery costs** arising from any accident, wildlife collision or other incident occurring during that period, regardless of the damage cover option You have selected.

14.3 You will also be responsible for the recovery and towing costs to the nearest major town, and liable for the first AUD $7,000.00 of towing costs to recover the Vehicle to a Depot.

14.4 **DO NOT SWERVE FOR ANIMALS.** If an animal runs out in front of You, apply the brakes but do not swerve. If You hit the animal, You may sustain damage. If You swerve, You are likely to roll the Vehicle and cause more serious damage, and may sustain serious personal injury. You will be financially responsible for damage sustained in incidents involving animals.

## 15. TOLLS, FINES AND INFRINGEMENTS

15.1 In Australia, all toll roads are electronically tolled. There are no cash toll booths. If You use a toll road, You are responsible for paying the toll. You can do so by registering for a pass within 3 days of travelling on the toll road. Most people travelling in Brisbane, Sydney or Melbourne will travel on toll roads and need to make sure they are paid.

15.2 You can take Our optional Toll Road Fee Cover of AUD $75.00, which covers travel on all toll roads in Australia.

15.3 AWESOME CAMPERS reserves the right to charge You for any traffic or parking fine, unpaid toll notice, or other infringement received in relation to the Vehicle during the Hire Period, together with third party property damage not reported on return of the Vehicle.

15.4 **An administration fee of AUD $75.00 applies per incident, fine or notice received.** This is the only administration fee charged in respect of infringements, and applies equally to toll notices.

15.5 Where required by law, We will provide Your details to the issuing authority in response to an infringement notice.

## 16. KEYS

You will be responsible for the full cost of replacing any keys which are lost or broken, or for the retrieval of keys locked in a Vehicle, including the cost of a locksmith travelling to the Vehicle. AWESOME CAMPERS will not be responsible for any additional expense incurred by You if You lose the keys.

## 17. MAINTENANCE AND REPAIRS

17.1 You will take all reasonable steps to properly maintain the Vehicle, including daily checks of the oil, water and batteries, making sure that the fuel and water caps are replaced on the motor, radiator and elsewhere, and contacting AWESOME CAMPERS immediately should Vehicle warning lights indicate any potential malfunction.

17.2 If We find evidence that You have not performed these daily checks, or have not properly replaced water or fuel caps, and there is a subsequent issue with the Vehicle, You will be liable for the cost of any repairs and/or towing to recover the Vehicle.

17.3 AWESOME CAMPERS will reimburse You for expenditure up to AUD $100.00 reasonably incurred in rectifying any mechanical failure to the drive train and engine of the Vehicle. For repairs costing over AUD $100.00, AWESOME CAMPERS must be informed and must approve the repair in advance. Reimbursement will be granted provided You were not responsible for the damage. In all cases, receipts must be submitted for any repair or the claim cannot be paid. This Clause does not limit Your rights under Clause 1.

17.4 Subject to the damage cover option selected, You will pay the cost of repairing or replacing tyres damaged during the Hire Period, except where the tyre is defective and is returned by You to AWESOME CAMPERS for inspection and is subject to a warranty claim on the manufacturer.

17.5 You will pay AWESOME CAMPERS the daily rental rate for the period the Vehicle is off the road for accident repairs arising from Your negligence or breach of this Agreement.

## 18. ROADSIDE ASSISTANCE

18.1 All AWESOME CAMPERS Vehicles carry RACQ membership for roadside assistance, which is valid nationally.

18.2 **For roadside assistance, call (02) 9740 7463.**

18.3 Hirers will be liable for fees in the event of human error — for example:

(a) Keys locked in the Vehicle;

(b) A flat battery caused by leaving lights or appliances on;

(c) Tyre changes;

(d) Non-mechanical issues;

(e) Use outside the contracted area of use, or damage caused by negligence.

## 19. REPORTING PROBLEMS AND EQUIPMENT FAILURE

19.1 You agree that the malfunction of radio or cassette players, DVD players, GPS units, stoves, air-conditioning units, refrigerators and water pumps is not a mechanical breakdown (‘Equipment Failure’). Equipment Failure can only be inspected and repaired at one of Our Authorised Regional Depots across Australia.

19.2 Any problem associated with the Vehicle, including Equipment Failure, must be reported to AWESOME CAMPERS as soon as reasonably possible and in any event within 24 hours, to give AWESOME CAMPERS the opportunity to rectify the problem during the Hire Period. Please contact AWESOME CAMPERS on **+612 9740 7462**.

19.3 If You do not report a problem within that time, or do not allow AWESOME CAMPERS the opportunity to rectify it during the Hire Period, any claim You make for compensation may be reduced to the extent that Our position has been prejudiced by the delay. This Clause does not limit Your rights under Clause 1.

19.4 Subject to Clause 1, We do not offer compensation for alternative accommodation or spoiled food in the event of non-mechanical issues.

19.5 You acknowledge that, due to the size of Australia, it may sometimes take longer than normal to relocate a replacement Vehicle or spare part, fix a problem on the roadside, or tow the Vehicle to the nearest garage. AWESOME CAMPERS will do its utmost to rectify the problem as soon as possible but, subject to Clause 1, will not be liable for additional costs You may incur due to being in a remote location or it being a Public Holiday.

19.6 Any refund for on-road problems will be processed once the hire has been completed, unless otherwise advised by Head Office. Down time will be calculated in rental days, and the refund will be credited to the Hirer's credit card. Once a refund has been approved, please allow up to 14 Business Days for funds to be processed.

## 20. DAMAGE COVER AND LIABILITY OPTIONS

AWESOME CAMPERS offers optional Vehicle Protection Plans to reduce the excess (liability) You are responsible for if the campervan is damaged during Your hire. These options are not a substitute for personal travel insurance. We strongly recommend that all travellers purchase travel insurance before driving in Australia.

### 20.1 COMPULSORY THIRD-PARTY (CTP) INSURANCE

All AWESOME CAMPERS Vehicles are registered with Compulsory Third Party (CTP) insurance, as required by law in all Australian states and territories. CTP provides compensation for bodily injury caused to third parties in a road accident. Please note:

- CTP does not cover damage to the campervan;
- CTP does not cover medical expenses, injury, or death of the driver or passengers if the driver is at fault;
- At-fault drivers are not covered under CTP and would need separate travel insurance to cover medical costs or losses.

We strongly recommend all Hirers arrange suitable travel insurance to cover medical expenses, personal injury, or loss arising from an at-fault accident.

20.2 All AWESOME CAMPERS Vehicles have Third Party Property Damage cover, which covers damage to any other vehicle involved in an accident.

20.3 AWESOME CAMPERS' Standard Liability does not cover Single Vehicle Incidents. Liability Reduction may be purchased as per the table below to reduce Your excess in the event of a Single Vehicle Incident. **Single Vehicle Rollovers are not covered at any time under any option.**

20.4 You are required to take one of the following Liability Options:

| LIABILITY OPTIONS | Daily Charge | Liability & Bond | Tyres | Front Windscreen | Extra Driver | Single Vehicle Incidents |
|---|---|---|---|---|---|---|
| **Standard Liability** | $0 | $5,000 | NO | NO | NO | $7,000 Excess |
| **Halfway Cover** | $35 | $500 | NO | NO | NO | $5,000 Excess |
| **Fast Track Pack 21–24 yrs** | $45 | $500 | 4 x Tyres | YES | YES | $1,500 Excess |
| **Fast Track Pack 25+ yrs** | $45 | $0 | 4 x Tyres | YES | YES | $0 Excess |

20.5 If the Standard Liability option is taken, You are responsible for the first AUD $7,000.00 of the cost of damage.

20.6 Halfway Cover covers You for Third Party Damage.

20.7 **Fast Track Pack Cover** provides coverage for one windscreen and up to 4 tyres per booking.

20.8 Any additional extras included in Our insurance options are subject to availability.

20.9 The excess applies in respect of each claim.

20.10 The excess is applicable regardless of who is at fault and must be paid at the time the accident report is completed, not at the completion of the rental. The excess will be refunded if AWESOME CAMPERS is successful in recovering the cost of the damages from the third party. Please note that third party claims can take months or even years to resolve.

20.11 Damage includes any and all damage to third party property, and damage to the rented Vehicle including windscreens, tyres, towing and recovery costs, theft, fire, break-in or vandalism. This also includes the cost of the daily rental rate for the period the Vehicle is off fleet for repair.

20.12 **Any damage cover or Excess Reduction is void, and You will be responsible for the total cost of any damage**, if You breach any of the following: Clause 4 (Driver Eligibility and Licence), Clause 10 (Smoking, Pets and Insects), Clause 11 (Use of the Vehicle and its Equipment, including the care of Equipment required by Clause 11.5), Clause 12 (Road and Area Restrictions, including the Sun Chaser permitted-States restriction in Clauses 12.7 to 12.9), Clause 13 (Ferries and Island Travel), Clause 14 (Night Driving), Clause 17 (Maintenance and Repairs) or Clause 25 (Damage and Accident Procedures, including the notification requirement in Clause 25.2).

20.13 All damage cover options are also subject to the exclusions in Clause 21.

## 21. EXCLUDED DAMAGE — ROOF, UNDERBODY, AWNINGS AND EXTERNAL FITTINGS

> **These exclusions apply to every Liability Option in Clause 20, including Halfway Cover and the Fast Track Pack.**

21.1 Regardless of which damage cover option You have selected, all options exclude coverage for damage sustained to the roof, side windows, rear windscreen, rear panels, sunroofs and/or underbody of the Vehicle.

21.2 In addition, and regardless of which damage cover option You have selected, **awnings and air-conditioning units, where fitted to the Vehicle, are excluded from all levels of damage cover**, including Standard Liability, Halfway Cover and the Fast Track Pack.

21.3 Damage to the parts and fittings listed in Clauses 21.1 and 21.2 is not covered by any AWESOME CAMPERS protection option. You are liable for the full cost of repair or replacement of those parts and fittings, and for all related costs in relation to damage and repairs both to the Vehicle and to third party claims including property.

21.4 You may be liable for the daily rental rate and other extra costs while the Vehicle is off the road for repairs to those parts and fittings.

21.5 Separately from this Clause, damage to any Equipment caused by a failure to take due care — including use of an awning or external shower privacy booth in strong winds, rain, storms or extreme weather — is not covered by any level of damage cover. See Clauses 11.5 and 11.6.

## 22. SECURITY DEPOSIT / BOND

22.1 The Security Deposit/Bond applicable to Your chosen Liability Option must be paid by cash or placed on Your credit card for the duration of the Hire Period.

22.2 Our Depots do not keep cash on the premises and are unable to refund bonds as cash. Any cash bond due for return will be transferred into a bank account nominated by the Hirer. Any bank fees associated with this are to be borne by the Hirer.

22.3 The Security Deposit/Bond is fully refundable when the Vehicle is returned to the correct location in a clean and undamaged condition. It will be returned to Your credit card or nominated account within **14 Business Days** after the completion of Your rental.

22.4 You are liable for the cost of damage to the Vehicle or third party property damage up to the amount of the Security Deposit/Bond held, unless the incident is classified as a Single Vehicle Incident or this Agreement has been breached, in which case Clauses 20.12, 21 and 24 apply.

22.5 If the terms of this Agreement are breached and the Security Deposit/Bond is insufficient to cover the damage, You will be liable for any extra cost.

22.6 If the Vehicle is returned with any damage, or has been involved in an accident, whether at Your fault or not, the Security Deposit/Bond will be retained by AWESOME CAMPERS until the full cost of the damage is determined, or the claim has been settled by the third party's insurance company. We will keep You informed of the status of the claim and will release the balance held as soon as the position is determined.

22.7 The Security Deposit/Bond will be returned to You in full if it is determined that there is no liability to the third party under Australian motor vehicle laws and/or Australian litigation. Please note that third party claims can take months or even years to resolve. AWESOME CAMPERS cannot control the timing of these claims, which rests with Our insurance company and the third party, whether insured or not.

## 23. TYRE AND GLASS DAMAGE

23.1 Subject to the damage cover option You have selected, any damage to the Vehicle's tyres or glass is Your responsibility and will be deducted from the Security Deposit/Bond.

23.2 As a guide only, the average cost to repair a windscreen chip is AUD $150.00 and the average cost of tyre replacement is AUD $450.00.

23.3 **Windscreen damage can cost up to AUD $1,500.00 to repair or replace.** If You have not purchased additional damage cover, You are liable for the full cost, which varies according to the Vehicle model, the type of glass required and whether any sensors or fittings attached to the windscreen must be replaced or recalibrated.

23.4 The figures in Clauses 23.2 and 23.3 are indicative only. The amount charged will be the cost reasonably incurred by AWESOME CAMPERS in repairing or replacing the item.

23.5 We suggest purchasing the Fast Track Pack, which includes cover for the front windscreen and up to 4 tyres.

## 24. SINGLE VEHICLE INCIDENTS AND ROLLOVERS

24.1 Single Vehicle Incidents are defined as any damage that occurs to the Vehicle when no other vehicle is involved (for example, if You collide with a tree and no other vehicle is involved). Examples include running into trees, guideposts or animals, whether intentionally or not, whilst travelling forward or reversing.

24.2 If You state that You have been involved in an accident with another vehicle but cannot provide AWESOME CAMPERS with the other driver's licence details, vehicle details and a police report stating the time and location of the accident, the accident will be classified as a Single Vehicle Incident.

24.3 If the Vehicle is involved in a Single Vehicle Incident as the result of Hirer negligence (such as failing to maintain oil and water levels or using incorrect fuel) resulting in damage to the motor that cannot be repaired, You will be liable for up to AUD $7,000.00. If the Vehicle is deemed a write-off, the cost of the Vehicle will be its market value at the time of the incident.

24.4 A Single Vehicle Rollover or write-off is considered a breach of this Agreement, and You will be liable for full recovery and replacement costs.

24.5 You will be responsible for the recovery and towing costs to the nearest major town of the incident, and liable for the first AUD $7,000.00 of towing costs to recover the Vehicle to an AWESOME CAMPERS Depot. If You have been negligent and have not maintained the Vehicle as required by Clause 17, You will be liable for towing costs of up to AUD $7,000.00 to recover the Vehicle to a Depot.

## 25. DAMAGE AND ACCIDENT PROCEDURES

25.1 If the Vehicle sustains any damage, or You are involved in a motor vehicle accident, during the Hire Period, the following procedures must be followed.

### 25.2 NOTIFICATION OF DAMAGE — IMMEDIATELY, AND IN ANY EVENT WITHIN 24 HOURS:

> **You must tell Us about any damage to the Vehicle straight away, on +612 9740 7462 — even if the Vehicle still appears driveable, and even if You believe the damage is minor or is not Your fault.**

AWESOME CAMPERS must be notified of any damage caused immediately, so that We can assess the safety of the Vehicle and prepare for its repair upon its return from hire.

**Failure to notify AWESOME CAMPERS within 24 hours from the time of the accident or damage may result in a breach of this Agreement, whereby You shall be responsible for all repair and recovery costs, regardless of the level of damage cover purchased.**

This obligation applies to all damage, however caused, including damage sustained while the Vehicle is parked or unattended, and damage to the parts and fittings excluded from cover under Clause 21.

### 25.3 AT THE ACCIDENT SCENE YOU MUST:

(a) Obtain the names and addresses of third parties and any witnesses, and take as many photographs as You can;

(b) Report the accident to police, regardless of estimated damage costs;

(c) Not accept blame or insist the other party is at fault;

(d) If possible, photograph damage to all vehicles and their registration numbers;

(e) Phone AWESOME CAMPERS on +612 9740 7462 with the details of the accident, in accordance with Clause 25.2.

Failure to obtain the details of all other parties involved in the accident is a breach of this Agreement and may result in You being liable for all damage and recovery costs, regardless of the damage cover option You have selected.

You are required to notify AWESOME CAMPERS immediately and to obtain a Police Accident Report showing the time and location of the accident as soon as is practicable, and to supply a copy to AWESOME CAMPERS within 2 Business Days.

### 25.4 AT THE BRANCH:

(a) You must produce Your driver's licence, the police report (if applicable) and any supporting photographs;

(b) You are required to pay the excess (if applicable) and any other amount due in respect of any damage arising from the accident, loss or damage. This amount is payable at the time of reporting the event and not at completion of the Hire Period;

(c) The AWESOME CAMPERS customer service representative will ensure the Motor Vehicle Accident Report is completed clearly and accurately and signed by the Hirer.

### 25.5 EXCHANGE VEHICLE:

(a) The availability of an exchange Vehicle is not guaranteed. Provision is subject to availability, client location, remaining hire duration and the level of accident cover purchased;

(b) If an exchange Vehicle is required as a result of an accident, You are responsible for making Your own way to the nearest AWESOME CAMPERS branch or pick-up location at Your own expense;

(c) You will pay any costs relating to delivery of an exchange Vehicle as a result of any Single Vehicle Incident. This charge applies irrespective of any excess reduction taken;

(d) A new Security Bond and a new Excess Reduction policy will be required for the exchange Vehicle.

**25.6 IMPORTANT:**

Under **no** circumstances should You attempt to start or drive a Vehicle that has been involved in an accident or wildlife accident, or damaged by rollover, water submersion or by any other means, without permission from AWESOME CAMPERS.

## 26. OUR LIABILITY

26.1 Subject to Clause 1, AWESOME CAMPERS will not be liable to You for any loss, damage or inconvenience caused by delayed delivery of the Vehicle, or by the Vehicle not being as described in an Agent's brochure, or by the Vehicle not being suitable for Your particular purposes where those purposes were not made known to Us.

26.2 Subject to Clause 1, AWESOME CAMPERS will not be liable for any loss or inconvenience arising from any change in drop-off location caused by natural disasters such as, but not limited to, floods, bushfires, cyclones, hailstorms and earthquakes, or by any riot or civil disobedience, or any other event outside Our control. AWESOME CAMPERS will also not be liable for personal injury or damage to Your property caused by any matter or event outside Our control.

26.3 AWESOME CAMPERS accepts no liability or responsibility for damage to or loss of personal belongings left in the Vehicle. You will need to obtain Your own insurance for personal injury claims and for Your personal belongings.

26.4 If You have paid an Agent and that Agent does not remit Your payment to AWESOME CAMPERS, You agree to make full payment of the gross amount of the rental prior to the pick-up of the Vehicle. We will provide You with evidence of the non-receipt of the funds on request.

26.5 AWESOME CAMPERS reserves the right to refuse any rental, or the continuation of any rental, where You have breached this Agreement, where a driver does not meet the requirements of Clause 4, or where continued use of the Vehicle would be unsafe or unlawful. If We terminate a rental for any other reason, We will refund the unused portion of the Hire Period.

## 27. PRIVACY, PERSONAL INFORMATION AND GPS

27.1 AWESOME CAMPERS collects, uses, stores and discloses personal information in accordance with the *Privacy Act 1988* (Cth) and Our Privacy Policy, which is available on Our website and on request.

27.2 All Vehicles are fitted with GPS trackers and You consent to the use of the GPS tracker. You acknowledge that GPS trackers are fitted to allow Us to track and locate the Vehicle:

(a) To locate the Vehicle in the event of an emergency;

(b) To verify the location in the event of an accident;

(c) To locate the Vehicle in the event of a breakdown or accident;

(d) To locate the Vehicle if it is stolen or not returned on time;

(e) To verify compliance with Clauses 12, 13 and 14 where a claim is made or damage occurs;

(f) For any other purpose permitted under the *Privacy Act 1988* (Cth) or any other law.

27.3 We do not use GPS location data for marketing purposes.

## 28. EVENTS BEYOND REASONABLE CONTROL

28.1 This Clause applies where a government restriction, border closure, pandemic, epidemic, natural disaster, man-made disaster, war or conflict, or other event beyond the reasonable control of either party prevents You from travelling or prevents Us from supplying the Vehicle.

28.2 Where the event prevents **You** from travelling, AWESOME CAMPERS will hold the amount paid on Your booking as a credit for a future booking. This credit will be valid for 12 months from the point of cancellation.

28.3 Where the event prevents **AWESOME CAMPERS** from supplying the Vehicle, You may choose either a credit under Clause 28.2 or a refund of all amounts paid for the booking.

28.4 Nothing in this Clause limits Your rights under Clause 1.

28.5 If You test positive to COVID-19 or another notifiable communicable disease while on hire, a cleaning fee of up to AUD $1,000.00 may apply, reflecting the reasonable cost of the additional cleaning and sanitisation required before the Vehicle can be re-hired.

## 29. NOTICE

29.1 Any demand, notice or document under this Agreement may be made or given by a party, or the solicitor for that party, and will be sufficiently served or delivered:

(a) If served or delivered personally on the party to be served or on that party's solicitor;

(b) If posted by pre-paid post addressed to the party to be served at that party's address appearing in this Agreement or to that party's solicitor;

(c) If sent by Electronic Communication to the party to be served or to that party's solicitor; or

(d) If served or delivered in any other manner authorised by the Supreme Court Rules for service of documents on parties or their solicitors.

29.2 Service or delivery by pre-paid post will be deemed to have been made or given at 12.00 noon on the Business Day following posting.

29.3 Service or delivery by Electronic Communication will be deemed to have been made or given at the time of receipt under the *Electronic Transactions Act 1999* (Cth).

## 30. DISPUTE RESOLUTION

30.1 Any dispute between the parties in connection with this Agreement (the “Dispute”) should be attempted to be resolved by the following procedure (“Mediation”) before a party commences any court proceedings in connection with the Dispute:

(a) Either party may start a Mediation by serving a notice to that effect on the other party (the “Mediation Notice”);

(b) The Mediation Notice must state that a dispute has arisen and identify what is in dispute;

(c) The parties must jointly appoint a mediator within fourteen (14) days of the service of the Mediation Notice, failing which a mediator is to be appointed by the then President of the Law Society of New South Wales on the application of either party (in either case, the person so appointed is the “Mediator”);

(d) The parties must observe the instructions of the Mediator about the conduct of the Mediation. If the Dispute is not resolved within fourteen (14) days after the Mediator has been appointed, or any other time which the parties agree to in writing, the Mediation ceases;

(e) The parties must bear and pay an equal share of the Mediator's costs;

(f) If the Dispute is resolved via the Mediation, the parties must sign a note or memorandum recording the terms of that resolution, which will become final and binding on them.

30.2 The Mediation procedure will be confidential to the extent that written statements prepared for the Mediator or for a party, and any discussion between the parties and between each of them and the Mediator during the Mediation, cannot be used in any subsequent proceedings in connection with the Dispute.

30.3 If the parties are unable to resolve the Dispute via the Mediation, either of them may refer the Dispute to a court having the appropriate jurisdiction.

30.4 Nothing in this Clause prevents either party from seeking urgent interlocutory relief, or prevents You from making a complaint to, or seeking a remedy from, a consumer protection agency, an ombudsman, a tribunal or a court at any time.

## 31. GENERAL CONDITIONS

31.1 **Non-Merger of Provisions.** A provision of this Agreement which can and is intended to operate after its conclusion will remain in and continue to have full force and effect.

31.2 **Waiver.** A waiver by AWESOME CAMPERS of the Hirer's default under this Agreement will not constitute a release of the defaulting party's obligation to observe and perform all of its obligations under this Agreement in the future.

31.3 **Entire Agreement.** The Schedule, the Condition Report and these Terms & Conditions embody the entire agreement and understanding between the parties concerning their subject matter and supersede all other agreements and understandings concerning that subject matter.

31.4 **Amendment.** This Agreement may not be varied, discharged or abandoned unless the parties sign a document to that effect.

31.5 **Jurisdiction.** This Agreement is to be governed by and construed in accordance with the law of New South Wales, and by Australian law generally. Nothing in this Clause deprives You of the benefit of any law of the State or Territory in which You reside or in which the Vehicle is hired.

31.6 **Interpretation and severance.** This Agreement is to be interpreted so that it complies with New South Wales law and the Australian Consumer Law. If any provision does not comply, that provision is to be read down so as

to give it as much effect as possible. If it is not possible to give the provision any effect at all, it is to be severed from this Agreement, and the remainder of the Agreement will continue to have full force and effect.

31.7 **Joint and several.** Any obligation imposed by this Agreement on two or more persons binds them jointly and each of them severally. Any obligation, representation, warranty or right in this Agreement in favour of more than one person is for their benefit separately and jointly.

31.8 **Time.** In the interpretation of this Agreement, time will be of the essence. However, if something must be done on or by a specified day which is not a Business Day, it is to be done instead on or by the next Business Day.

31.9 **Contractual rights.** By signing this Agreement, You accept this Agreement and agree to be bound by Australian laws.

## 32. DICTIONARY

In this Agreement, unless otherwise indicated by the context:

| | |
|---|---|
| **Agent** | means a third-party travel agent, booking platform, reseller or broker through whom a booking for a Vehicle is made. It does not mean Awesome Van & Camper Hire Pty Ltd. |
| **Agreement** | means the Schedule, the Condition Report and these Terms & Conditions, read together. |
| **AUD** | means the currency of the Commonwealth of Australia. |
| **Australian Consumer Law** | means Schedule 2 to the *Competition and Consumer Act 2010* (Cth), as applied as a law of the Commonwealth and of each State and Territory. |
| **Authorised Regional Depot** | means a depot or service location nominated by Awesome Campers as authorised to inspect or repair a Vehicle or its equipment. |
| **Awesome Campers, We, Our, Us** | means Awesome Van & Camper Hire Pty Ltd (ACN 141 761 186). |
| **Built-Up Area** | means an area in which a default urban speed limit of 60 km/h or less applies and street lighting is installed at regular intervals — in practice, a town or city area. If You are in any doubt as to whether an area is a Built-Up Area, You should treat it as not being one. |
| **Business Day** | means a day that is not a Saturday, Sunday or public holiday in New South Wales. |
| **City** | means Sydney, Melbourne, Adelaide, Brisbane, Canberra, Hobart, Gold Coast, Newcastle, Wollongong or Cairns. |
| **Condition Report** | means the report completed by You and an Awesome Campers representative at pick-up and at return, recording the condition of the Vehicle, its inventory and its fuel level. |
| **Depot** | means the Awesome Campers depot located in Adelaide, Melbourne, Sydney, Brisbane or Cairns. |
| **Equipment** | means all items, fittings and accessories supplied with the Vehicle or forming part of it, including the external awning, the external shower privacy booth, annexes, external tables and chairs, poles, pegs, ropes, cooking equipment, bedding and the inventory recorded on the Condition Report. |
| **Equipment Failure** | has the meaning given in Clause 19.1. |
| **GST** | means goods and services tax imposed under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth). All amounts payable under this Agreement are inclusive of GST. |
| **Hire Period** | has the meaning given in Clause 6.1. Where this Agreement refers to the Rental Period, it means the Hire Period. |
| **Hirer, You, Your** | means the customer whose name and address appears in the Schedule. |
| **Liability Option** | means one of the damage cover options set out in the table in Clause 20.4. |
| **Peak Season** | means a booking with a pick-up date falling between 14 December and 10 January inclusive. |
| **Public Holiday** | means any public holiday in the location You are travelling in, and in New South Wales. |
| **Schedule** | means the rental schedule setting out the Hirer's details, the Vehicle, the Hire Period, the drivers, the Liability Option selected and the booking total. |
| **Security Deposit / Bond** | means the amount shown as “Liability & Bond” in the table in Clause 20.4 for the Liability Option You have selected. Any reference in this Agreement to a rental bond or a cleaning bond is a reference to the Security Deposit/Bond. |
| **Single Vehicle Incident** | has the meaning given in Clauses 24.1 and 24.2. |

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|---|---|
| **Single Vehicle Rollover** | means an incident in which the Vehicle comes to rest on its side or roof, whether or not another vehicle is involved. |
| **Smoking** | includes the use of cigarettes, cigars, e-cigarettes and vapes, pipes, non-tobacco smoking products and tobacco products. |
| **Sun Chaser** | means the Vehicle model of that name offered for hire by Awesome Campers, as identified in the Schedule. Sun Chaser campers may only be used within New South Wales and Queensland (see Clauses 12.7 to 12.10). |
| **Vehicle** | means the camper van or van offered for hire by Awesome Campers and identified in the Schedule. |

**Contact AWESOME CAMPERS**
Office and bookings: +612 9740 7462 • Roadside assistance: (02) 9740 7463
Email: sales@awesomecampers.com.au
Head Office: Awesome Campers, 2/86 Yarraman Place, Virginia QLD 4014
Awesome Van & Camper Hire Pty Ltd (ACN 141 761 186)